



CLIVE CITY COUNCIL
AGENDA, REGULAR MEETING
1900 NW 114th Street
December 12, 2024 6:00 PM

This meeting will be conducted in-person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following link: <https://us06web.zoom.us/j/89557767861> - Call-in number: (312) 626-6799 - Meeting ID: 895 5776 7861

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

Clive supports the pillars of Character Counts!, endeavoring at all times to promote and model the principles of trustworthiness, respect, responsibility, fairness, caring and citizenship. In conducting our work, we expect that all participants will act in a respectful manner consistent with these principles.

Consent Items

1. City Manager Memo
2. City Manager Monthly Report - November 2024
3. Assistant City Manager - Tech Services Monthly Report - November 2024
4. Administrative Services Monthly Report - November 2024
5. Community Development Monthly Report - December 2024
6. Fire Department Report - November 2024
7. Leisure Services Monthly Report - November 2024
8. Police Department Report - November 2024
9. Public Works Monthly Report - November 2024
10. Treasurer's Report - October 2024
11. Approve 11/14/2024 City Council Minutes
12. Approve Bill List
13. Resolution Approving City of Clive 2025 State Legislative Priorities
14. Approve Mayoral Appointments to Clive Boards and Commissions - 2025
15. Approve Mayoral Appointments to Regional Boards and Commissions - 2025
16. Approve City Council Calendar - 2025
17. Resolution Adopting the City of Clive 2025 Fee Schedule
18. City Legal Rates for 2025 - Nyemaster

19. Resolution approving amended Snow and Ice Control Policy
20. Approve Retail Alcohol Sales License Renewal Application - Nicks Bar and Grill - 9769 University Avenue
21. Approve Retail Alcohol Sales License Renewal Application - Hy-Vee Fast and Fresh - 11925 University Avenue
22. Approve Retail Alcohol Sales License Renewal Application - 515 Brewing - 7700 University Avenue, Suite C
23. Approve Retail Alcohol Sales License Renewal Application - Wildwood Lodge - 11431 Forest Avenue
24. Approve Retail Alcohol Sales License Renewal Application - University Tap - 7500 University Boulevard, Suite 1
25. Approve Retail Alcohol Sales License Renewal Application - Hy-Vee Fast and Fresh - 11925 University Avenue
26. Approve Retail Alcohol Sales License Renewal Application - Casey's #2253 - 2070 NW 100th Street
27. Resolution Accepting Work - 2024 Arterial PCC Pavement Rehabilitation Project
28. Resolution Approving Change Order #2 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - (-\$4,345.13)
29. Resolution Approving Change Order #3 - Alliance Construction Group - NW 114th Street Reconstruction - \$1,100.00
30. Resolution Approving Change Order #3 - Corell Contractor - Cirksena Park - \$10,260.00
31. Resolution Approving Change Order #5 - Mainline Construction - NW 99th Court Reconstruction - \$61,017.48
32. Approve Pay Request #1 - Confluence, Inc. - University Boulevard Flood Mitigation: Project Scoping Plan - \$2,400.00
33. Approve Pay Request #1 - Country Landscapes - Greenbelt Landing Construction Project - \$1,662.50
34. Approve Pay Request #1 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$8,086.21
35. Approve Pay Request #1 - On Track Construction, LLC - Greenbelt Landing Construction Project - \$47,756.50
36. Approve Pay Request #1 - Absolute Group - Greenbelt Landing Construction Project - \$7,362.50
37. Approve Pay Request #1 - Keystone Construction Services LLC - Greenbelt Landing Construction Project - \$29,815.75
38. Approve Pay Request #1 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$6,067.65
39. Approve Pay Request #2 - Keystone Construction Services LLC - Greenbelt Landing Construction Project - \$149,384.42
40. Approve Pay Request #2 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$8,787.50

41. Approve Pay Request #2 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$6,904.60
42. Approve Pay Request #5 - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$45,803.56
43. Approve Pay Request #5 – Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$170,562.37
44. Approve Pay Request #6 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$19,819.21
45. Approve Pay Request #7 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$18,901.59
46. Approve Pay Request #8 - Alliance Construction Group - NW 114th Street Reconstruction - \$19,605.63
47. Approve Pay Request #8 - Corell Contractor - Cirksena Park - \$14,501.28
48. Approve Pay Request #8 - Mainline Construction - NW 99th Court Reconstruction - \$42,722.31
49. Approve Pay Request #11 - Alice's Road Reconstruction - Phase 1- Design - Snyder & Associates - \$102,038.75
50. Approve Pay Request #16 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$10,988.30
51. Approve Pay Request #38 - RES - Greenbelt Management Plan - \$2,564.80
52. Approve Pay Request #39 - RES - Greenbelt Management Plan - \$3,676.31
53. Approve Purchase - Baker Group - Public Work Security Camera Improvements Purchase and Installation - \$43,481.00
54. Approve Purchase - MH Equipment - 2024 Hyster-Yale S50A LP Forklift - \$37,498.00
55. Approve Purchase - Bowie Hydro Seeder - Ramy Turf Products - \$42,200.00
56. Approve Purchase - Replacement of Fire Engine 320 - Reliant Fire Apparatus - \$970,072.00
57. Approve Purchase - Police Vehicle - Stew Hansen Dodge - \$47,483.00
58. Approve Purchase - MacQueen Equipment - Sewer Truck Purchase and Outfitting - \$676,315.00
59. Resolution Approving Purchase Agreement - 7875 Drake Street - \$245,000.00
60. Resolution Approving Purchase Agreement - 7880 Drake Street - \$283,000.00
61. Resolution Approving a 28E agreement between the City of Clive and the City of Urbandale Station 43
62. Resolution Approving Preventative Service Agreement - Baker Group - \$91,140.00
63. Resolution Approving Professional Services Agreement - Calhoun-Burns and Associates, Inc. - 2025 Bridge Maintenance Program - \$37,825.00
64. Resolution Approving Custodial Service Agreement - BullzEye Inc. \$173,484.00
65. Resolution Approving a Professional Services Agreement with HR Green for the Pavement Management Study Update - \$24,000.00

66. Resolution Approving Nuisance Abatement - 2184 NW 141st Street - Mowing
67. Resolution Approving Satisfaction of Development Agreement Regarding Country Club Glen Plat 12
68. Resolution Accepting 1st Amendment to Surface Water Flowage and Private Storm Sewer Easement for Chayse Landing Plat 1, Lot 24 - 3435 NW 168th Street
69. Resolution Accepting 1st Amendment to Surface Drainage Easement for Indian Hills Plat 8, Lot 118 - 1783 NW 101st Street
70. Resolution Accepting 1st Amendment to Conservation Easement for Shadow Creek Plat 6, Lot 54 - 4038 NW 181st Street
71. Resolution Approving Hazard Mitigation Assistance Application- Indian Hills Neighborhood Flood Mitigation Plan
72. Resolution Approving Hazard Mitigation Assistance Application- University Boulevard Water Pumping Facility
73. Resolution Approving Hazard Mitigation Assistance Application- 2024 University Boulevard Flood Prone Property Buyout Program
74. Resolution Approving Seasonal Employee Pay Matrix
75. Approve Pay Rate - Ryan Pfaff - Parks Maintenance Supervisor - \$39.74/Hr - Effective 12/16/2024

Presentation

1. Introduction of New Human Resource Administrative Specialist - Alexandra Adams
2. Oath of Office - Police Officer Maggie Jennett-Selle
3. Oath of Honor - Police Officer Maggie Jennett-Selle
4. Oath of Office - Police Officer Gage Hawk
5. Oath of Honor - Police Officer Gage Hawk

Action Items

1. Public Hearing - 2025-2029 Capital Improvement Plan
 - a. Resolution Approving 2025-2029 Capital Improvement Plan
2. Public Hearing - Clive City Hall & Library Facility Renovations - Phase 1
 - a. Resolution Approving Plans & Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contracts for Prime Construction Packages - \$1,983,415
 - d. Resolution Approving Construction Manager as Agent (CMA) Contract - DCI Group - City Hall & Library Renovation Phase 1 Project
3. Public Hearing - 2024/2025 Sanitary Sewer Lining Program
 - a. Resolution Approving Plans and Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - Municipal Pipe Tool Company - \$150,312.50
4. Greenbelt Music Festival 2025 - Temporary Site Plan Approval

5. 2nd Consideration of Proposed Ordinance No. 1156 - Zoning Ordinance Amendment Regarding Permitted Uses in Commercial
6. 2nd Consideration of Proposed Ordinance No. 1155 - Regarding Provisions Pertaining to Sidewalk Liability
7. Resolution Approving - Amendment #3 – Stantec Consulting Services, Inc. – Little Walnut Creek Restoration and Trail Construction - \$209,111.00
8. Approve Stormwater Assistance Program Grant Payment - Krystal Mikkilineni - \$4000.00

Presentation

1. 2024 State of Clive Water Presentation

Correspondence

1. DSM Children's Museum
2. Metronet

Reports

Adjournment



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: December 12, 2024
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the December 12, 2024 meeting of the Clive City Council.

Attachments:

1. General Info Memo 12-12-24

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: December 9, 2024

Re: General Information Memo – December 12, 2024 City Council Meeting

The December 12, 2024, City Council meeting will be in-person & virtual:

<https://us06web.zoom.us/j/89557767861>

Consent Agenda – Several items to note on the consent idea. First, following no edits from the Council during the November discussion on the 2024 State Legislative Priorities, the resolution approving the priorities is on the consent agenda for approval. Once approved staff will begin sharing these priorities with our state delegation. Second, the Mayor is ready to present his annual board/commission appointments and regional board/committee assignments. The board and commission appointments maintain gender balance on the City's boards and commissions. Also, several items were cleaned up on the regional appointment list to update names and entities on that list. Third, the City Council meeting schedule for 2025 has been amended to move the January 23 meeting back to February 6.

Fourth, the 2025 legal counsel rate letter is included in the consent agenda for approval. The Nyemaster team is proposing no changes to rates for services. Fifth, staff have several equipment purchases on the consent agenda for approval. I would like to note two very large requests including \$970,072 for a replacement of Fire Engine #320 through Reliant Fire Apparatus. As discussed with the Council, the City will be setting aside the funds from General Fund cash reserves to pay for this purchase when the assembly of the new Fire Engine is completed in three years. Next, the Public Works Department would like to get the process started for the replacement of the Sewer Jet & Vacuum Truck. This truck is scheduled for replacement in FY 25/26, however the lead time to receive the truck is estimated at one year. Therefore, staff would like to get this truck on order now as we have already been experiencing significant maintenance issues with the existing Sewer Jet truck, therefore having a timely replacement is a priority.

Sixth, the City continues to see progress in the Flood Prone Property Buyout Program with two more residential acquisitions ready to move forward on Drake Street. Included in the agenda packet is authorization to proceed with purchases at 7875 and 7880 Drake Street. Seventh, the City of Urbandale and Clive are ready to amend the Station 43 Fire/EMS Agreement to transition this agreement to "maintenance" mode from the original agreement when the station was initially built and staffed. The updated Station 43 agreement is included on the consent agenda for approval and was adopted by Urbandale a few weeks ago. Finally, staff is ready to submit another series of flood mitigation grant applications for the University Blvd Neighborhood and a new technical assistance grant for the Indian Hills Neighborhood to start developing a flood mitigation plan for Indian Hills/Swanson Area. Finally, staff is seeking wage rate approval for Ryan Pfaff to be promoted to a vacant Parks Supervisor position and he will oversee the facilities team within the Parks division.

Presentation – During the December 12 meeting we will introduce our new HR Administrative Specialist Alexandra Adams and have the oath of office/honor for two new police officers who have been hired over the past two months. Maggie Jennett-Selle rejoins the Clive team, coming back to us from Waukee PD, and Gage Hawk is a new addition to Clive, both having been previously certified law enforcement officers.

Public Hearing – 2025-2029 Capital Improvements Plan – A public hearing is scheduled for the City Council to consider and adopt the 2025-2029 Capital Improvements Plan. The packet includes a final draft of the plan following conversations and direction from the November 7th work session. Following the public hearing, staff recommend approval of the 2025-2029 Capital Improvements Plan.

Public Hearing – Clive City Hall & Library Facility Renovations Phase 1 Project – A public hearing is scheduled for the City Council to consider bids and contract awards for phase 1 of the City Hall & Library Renovation Project. The phase 1 project has been designed by a team led by OPN Architects and the plans consist of seven separate prime construction packages for general construction, aluminum framing & glazing, mechanical, plumbing, electrical & low voltage, fire sprinkler and asbestos abatement & demolition. On December 4 the City held a bid opening for the seven bid packages receiving 46 bidders across the packages with a high of 13 bidders on the plumbing package alone.

Currently, the City and construction manager DCI Group are ready to recommend the award of six of the seven bid packages totaling \$1,983,415. DCI is still working through questions and clarifications with the lowest bidder of bid package #2 for aluminum framing and glazing to make sure they are a responsible bidder. The City is seeing a very competitive bid environment for this phase 1 renovation work and DCI will be available during the meeting to walk through any questions you may have on the bids. Additional details are also available in the agenda packet. The City Manager would recommend awarding bid packages #1, #3, #4, #5, #6 and #7 to the identified lowest responsible bidder totaling \$1,983,415. Following the award of the bid packages, the City Manager would also recommend approval of the final construction management contract with DCI Group including a CM fee reflective of these low bids.

Staff are excited to get this project moving forward and DCI tells us the contractors are ready to move quickly on this work. Staff in the phase 1 area have already started relocating to other city buildings and the library will have a brief shutdown period around the holidays to provide time for temporary construction walls to go up so we can continue to operate the library during construction. City Council meetings will relocate to the Clive Public Safety Center Training Room during the expected six-month construction period.

Public Hearing – 2023/24 Sanitary Sewer Lining Program – A public hearing is scheduled for the City Council to consider bids and a contract award for the annual sanitary sewer lining program. This year's program includes 4,578 linear feet of sewer mains located in NW 91st Street, NW 92nd Street and Drake Court. Estimated cost for the project was \$198,120. Five bids were received, the lowest coming from Municipal Pipe & Tool Co, LLC for \$150,312.50, 24% below the estimated cost. The Capital Improvement Plan includes \$200,000 for lining work. The City has worked with Municipal Pipe & Tool on previous Sanitary Sewer Lining Programs and has been pleased with their work. Staff would recommend the award.

Temporary Site Plan Amendment: Greenbelt Music Festival – The Horizon Center is ready to present for City Council approval the temporary site plan for the 2025 Greenbelt Music Festival to be held May 17-18 at the Horizon Center adjacent to the Clive Greenbelt Park. Gary DeWaard from Horizon will attend the meeting to answer Council questions regarding this year's music festival. Staff would recommend your approval of the temporary site plan for the 2025 Greenbelt Music Festival. No expansion of camping is proposed with this proposed temporary site plan, only the RV parking like last year's event.



2nd Reading: Zoning Ordinance Amendment for School Uses – Following the public hearing and approval of the 1st reading, consideration of the 2nd reading to amend the Zoning Ordinance to allow School Uses within Commercial Zoning Districts is included on the December 12 agenda. Staff have not received any comments since the first reading was approved and would recommend Council consideration and approval of the second reading of the ordinance amendment.

2nd Reading: Ordinance Amendment for Sidewalk Liability – Due to a recent Iowa Supreme Court case legal counsel is recommending the City Council amend the City Code to reduce the liability to adjacent property owners for sidewalk liability only related to snow and ice removal. Included in the packet are background materials regarding this ordinance amendment to reduce the liability to snow and ice removal only. Since the first reading was approved staff have not received any public comments regarding this proposed ordinance amendment. Staff would recommend consideration and approval of the second reading of the ordinance amendment regarding sidewalk liability.

Stantec Amendment: Little Walnut Creek Stream and Trail Design – Staff is recommending approval of an amendment to the design contract with Stantec for the Little Walnut Creek Stream and Trail project. Over the past year the City and Stantec have been faced with additional design and flood modeling requirements with the Iowa DNR resulting in addition design activities and adjustments to the mitigation banking instrument for the project. The agenda packet includes additional details on the needs for this contract amendment totaling \$209,111. Public Works Director Jeff May will be available during the meeting to answer any questions regarding this amendment.

Presentation/Discussion: State of Clive Water Update – At the end of the December 12 meeting, Assistant City Manager Pete De Kock will have his annual update on the “State of Clive Water” providing a recap of the City’s 2024 activities from the Water Resources Master Plan and what the City has planned for 2025. Pete is still working on finalizing the slides for the presentation and he will have them ready for the presentation Thursday night.

Tentative Upcoming Agenda Items

January 9

- Action – Setting Special Assessments for Alice’s Road Phase 1A Project
- Action – 3rd reading of Zoning Ordinance Amendment to allow schools in commercial zones
- Action – 3rd reading of Ordinance Amendment to change sidewalk liability
- Presentation – Community Engagement and Communications Strategy for 2025
- Discussion – Berkshire and Boston Parkway Street Trees

February 6 (rescheduled from January 23)

- Public Hearings – Various street rehab projects





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: December 12, 2024

RE: City Manager Monthly Report - November 2024

SYNOPSIS:

Attached please find the City Manager's monthly report for November 2024.

Attachments:

1. CM Report 12-12-24

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 12/8/24

Re: City Manager's Report – November 2024

City Manager Expenditure Authorization Report (Up to \$25,000 Per Item)

<u>Consultant/Entity</u>	<u>Amount</u>	<u>Date</u>	<u>Services To Be Provided</u>
Allender Butzke Eng, Inc	\$14,990	11/19/24	Geotech and soil borings for Linnan Park Project area
OPN Architects, Inc.	\$10,000	12/2/24	Contract Amendment #1 for City Hall-Library Phase 1 Design for Structural Engineering Services
Hansen Company	\$5,000	12/6/24	Pre-Construction Services for Linnan Park Project

Clive Plan 2024-2029-2039

Not Started is Shown in Red In Progress is Shown in Blue Completed is Shown in Green

Policy Agenda Items – Top Priority

Comprehensive Financial Policy and Strategy/CEP Financial Adjustment – Staff has kicked off the budgeting process for the coming year at the staff level, including development of the annual Capital Improvements Plan update. Staff have received the residential rollback figure from the Iowa Department of Revenue and have been engaging Council on further refinement of the financial strategy for the coming fiscal year's budget. In December staff will be bringing forward the purchase agreement for the Fire Engine replacement and set aside the needed funds for this purchase while the City awaits apparatus delivery.

Clive's Regional Role: Discussion and Framework for the Future – Over the past few months discussions have continued with entities such as DART, the Greater Des Moines Partnership and others on the value add they are providing to Clive for the City resources that are deployed to these entities. In November and December the City Manager will engage the Council on these various relationships to seek your overall direction on Clive's role and position within the regional dialogue and membership with these entities. In addition to these discussions, the City Manager is also engaging with his colleagues on these discussions more broadly across multiple metro area communities.

Financial “Dip” Plan – During the September 26 City Council meeting representatives from Public Financial Management (PFM) presented a scope of services outlining the various components for the City to create a Financial “Dip” Plan for Clive to ensure the City has visibility to our financial future as the City reaches its built-out condition and manages the legislative changes from the Iowa Legislature. During the September 26 meeting PFM outlined the three main components of scope and the Council authorized the City to move forward with phase 1 of the work to develop a 10-year financial “base” case of the City’s current track on revenues and expenditures based on current service delivery and capital investment strategies. Following completion of phase 1, PFM and staff will report back to the Council on this work before seeking authorization to progress to phase 2 focused on the community comparison/benchmarking exercise. Work on phase 1 is set to begin after the first of the year.

Policy Agenda Items – High Priority

Harbach Center: Vision Concept and Operations – For this item elected officials and staff will continue engagement with the West Des Moines School District on the possibility of joint facilities going forward when the City needs to make major reinvestments in the Harbach Center. In November those discussions started with the first joint meeting of the City/School group, which included participation by Councilmembers McCoy and Mikkilineni, as well as the City Manager. Also, staff will be tasked with reporting on the condition of the Harbach Center building and the success of the programming/building utilization in Spring 2025.

Policy Agenda Items – Moderate Priority

State Agenda Advocacy and Lobbying A. West Metro B. IaCMA – Work has started on this item with the Assistant City Manager coordinating with staff of the West DSM Metro communities on how we can coordinate on legislative strategy and storytelling to our communities and state legislators. In November, work continued developing communications showing common sense partnerships Westside cities are already doing, along with showing the impact of services being reduced/ending due to property tax limitations. In addition, the group wants to work on developing a model taxpayer statement/receipt showing what your City tax dollar goes to in each community. Clive staff also shared our state legislative priorities with the group

The City Manager is co-chairing the new Iowa City/County Managers Association (IaCMA) Legislative Affairs Committee to strategize on how cities can work better together and build coalitions with other organizations throughout the state on the value cities bring with the resources we deploy in our communities to help the state’s economy. In November, virtual town hall meetings were held with the IaCMA membership to react to strategies being considered by the Committee and to encourage member participation. The feedback from these town halls will inform the next steps of the Committee in coordination with the Iowa League of Cities.

Policy Agenda Items – Low Priority

86th Street Neighborhood Plan/Activation – Staff continues activation efforts in the 86th Street Neighborhood with short-term focus on establishing a joint City/WDM Schools Group made up of two elected officials for each entity along with the School Superintendent and City Manager. The goal is to grow the relationship and determine joint communication efforts between the two entities specifically focused on the 86th Street Neighborhood/Crestview School. In addition, staff are seeking Bravo grant support for a



public art mural project at the Harbach Center and other activities to engage the neighborhood with the upcoming Linnan Park redevelopment. Finally, engagement continued in November with the dominant apartment building owner in the neighborhood on partnership opportunities, including the sharing of easement exhibits that will be needed for the reconstruction of Linnan Park. Staff still needs to finalize the easement legal documents for the property owner's review before we can bring it forward for Council approval.

Service Collaboration Strategy and Actions Plan – For this action, the City Manager's Office will work with departments in the spring as a part of the "Dip" Study work to identify potential service collaborations we have yet to pursue with surrounding city jurisdictions. Work on this item has not started yet.

Management Agenda Items – Top Priority

City Hall/Library Security Remodel – The design and cost estimates for the project were presented during the September 12 City Council meeting with the Council providing direction to proceed with Phase 1 of the remodel for the entire upper level of the building. In October the design team took the Council direction and has developed construction documents and plans associated with the phase 1 effort. In November, the City set the public hearing to accept bids for the phase 1 renovations and those bids were received on December 4. Also in November, the Leisure Services and Technology Services teams currently housed in the upper level of the building have started the transition process over to the Harbach Center during construction and continue to operate the "front of house" of the Library during the anticipated six-month construction schedule from January to July 2025. Over the Christmas/New Years holidays we will have a brief period where the library will be shut down to allow for the transition of staff and then reopen the library, with temporary walls separating the construction area from the library, on January 6.

Management Agenda Items – High Priority

Westcom New Dispatch Facility – Earlier this year Westcom identified the need for future facility needs associated with the growth of the dispatch staff as the six cities supported by Westcom continue to grow. Initially it was projected that an Owner's Representative would be hired to advise the Westcom communities on the best processes to identify space needs and evaluate potential facility strategies to accommodate the growth. At this point these activities have been put on hold pending additional discussions at the Iowa Legislature regarding property tax reforms as property tax is the primary funding mechanism of Westcom from the member community contributions.

Management In Progress Items

Executive Team: Transitions/Relationships –The Executive Team is always working on relationship building amongst each other and with the newer members. Some specific recent work surrounding a webinar series the Team is going through this year focusing on how we have conversations with each other. In addition, now that Mark Rehberg has been selected as the next Police Chief, work to integrate him into the Executive Team continued in October. The City Manager is planning for a group retreat in January to continue the development of relationships amongst the Executive Team members.





Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: December 12, 2024

RE: Assistant City Manager - Tech Services Monthly Report - November 2024

SYNOPSIS:

Assistant City Manager - Tech Services Monthly Report - November 2024

Attachments:

1. November 2024 ACM and Tech Services Report

Assistant City Manager and Tech Services Monthly Report

Target	Milestones	Orig	Rev	Lead	Status	Notes
Leisure Services Sign-Up System: Direction, Funding and Implementation	Recommence research on possible platforms	Oct-24	Oct-24	ACM/LS	In Progress	
	Identify the preferred platform	Nov-24	Nov-24	ACM/LS	In Progress	
	Prepare request for FY 25-26 Budget	Dec-24	Dec-24	ACM/LS	In Progress	
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM/LS	Not Started	
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM/LS	Not Started	
	Platform purchase	Jul-25	Jul-25	ACM/LS	Not Started	
	Project kickoff	Aug-25	Aug-25	ACM/LS	Not Started	
	Implementation completed	Mar-26	Mar-26	ACM/LS	Not Started	
Grant Funding Strategy: Update, Direction and City Actions	Research and submit grant applications w/ priorities	Ongoing	Ongoing	ACM	In Progress	
	During CIP process, identify out year grant projects	Oct-24	Oct-24	ACM	In Progress	
	Research options for adding grant-writing capacity	Nov-24	Nov-24	ACM	In Progress	
	Prepare budget proposal if needed for grant writing	Dec-24	Dec-24	ACM	In Progress	
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM	Not Started	
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM	Not Started	
	If needed, prepare RFP for grant writing services	May-25	May-25	ACM	Not Started	
	Grant writing services begin	Jul-25	Jul-25	ACM	Not Started	
Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report w/ Options	Establish and communicate trail detours for Hickman	Sep-24	Sep-24	ACM	Done	Detour in place 10/2
	Install and maintain appropriate detour signage	Sep-24	Sep-24	ACM	Done	
	Research best practices in coordination w/ MPO	Mar-25	Mar-25	ACM	In Progress	
	Identify Key crossings throughout Clive	Apr-25	Apr-25	ACM	In Progress	
	CC Presentation: Best Practices and Opportunities	May-25	May-25	ACM	Not Started	
	Potential federal grant applications through MPO	Ongoing	Ongoing	ACM	In Progress	

Assistant City Manager and Tech Services Monthly Report

	Prepare potential FY 26/27 Budget Requests	Dec-25	Dec-25	ACM	Not Started	
State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions A. West Metro B. laCMA	A. Coordinate common legislative priorities	Nov-24	Nov-24	CMO	In Progress	
	A. CC Decision: Western Cities Adoption of Priorities	Dec-24	Dec-24	CMO	In Progress	
	A. Create common storytelling assets for Westside	Ongoing	Ongoing	CMO	In Progress	
	A. Execute westside legislative breakfast or alt event	Jan-25	Jan-25	CMO	Not Started	
	B. Initiate laCMA Legislative Affairs Meetings	Aug-24	Aug-24	CMO	Done	
	B. Participate in interviews for ILOC Gov't Affairs Dir	Sep-24	Sep-24	CMO	Done	
	B. Identify a top ten list of entities to build coalition	Nov-24	Nov-24	CMO	In Progress	
	B. Survey laCMA Membership on role of CMS in legis	Dec-24	Dec-24	CMO	In Progress	
	B. Support ILOC with tech support and eval of bills	Ongoing	Ongoing	CMO	In Progress	
	B. laCMA member dialouge on the work at IMMI	Mar-25	Mar-25	CMO	Not Started	
GIS Tech New Position: Direction and Funding	Complete business case for adding position	Nov-24	Nov-24	ACM	In Progress	
	Budget proposal for position	Dec-24	Dec-24	ACM	In Progress	
	Budget workshop: FY 25-26 Budget	Feb-25	Feb-25	ACM	Not Started	
	CC Decision: FY 25-26 Budget	Apr-25	Apr-25	ACM	Not Started	
	Create a job description	Apr-25	Apr-25	ACM	Not Started	
	Promote position and build candidate pool	May-25	May-25	ACM	Not Started	
	Hire and start date	Jul-25	Jul-25	ACM	Not Started	
City Texting Platform to Disseminate Info to Clive Residents, Businesses and Others: Implementation	Select preferred platform, purchase	Sep-24	Sep-24	ACM	Done	Citibot selected as platform
	Platform buildout	Nov-24	Dec-24	ACM	In Progress	
	Execute first phase opt-in campaign ahead of winter	Dec-24	Dec-24	ACM	In Progress	

Assistant City Manager and Tech Services Monthly Report

	Continue executing opt-in campaign	Ongoing	Ongoing	ACM	In Progress	
Water Resources Master Plan Implementation: Next Steps	CC Decision: Manual Amendment PSA w/ consult	Sep-24	Oct-24	ACM	In Progress	
	Decision on stormwater mgmt standards for streets	Nov-24	Nov-24	ACM	In Progress	
	Complete manual amendment drafting	Nov-24	Nov-24	ACM	In Progress	
	CC Decision: Manual Updates Approval	Jan-25	Jan-25	ACM	Not Started	
	State of Clive Water presentation	Jan-25	Jan-25	ACM	In Progress	
	Execute WQI projects along Little Walnut Creek	Apr-25	Apr-25	ACM	Not Started	
	Execute second annual tree sale	May-25	May-25	ACM	Not Started	
	Execute second year of SWAP program	Ongoing	Ongoing	ACM	Not Started	
	Execute 4th year of SQR program	Sep-25	Sep-25	ACM	Not Started	
Dallas County Referendum - Public Education Campaign: Development/Info		Sep-24	Sep-24	ACM	Done	
City-State Legislative Agenda 2025: Approval		Dec-24	Dec-24	ACM	In Progress	
Annual Community Engagement Plan		Jan-25	Jan-25	ACM	Not Started	
Development Review Process Improvement - Multi-Dept, Facilitated by ACM		Feb-25	Feb-25	ACM	In Progress	
City-Federal Legislative Agenda 2025: Approval		May-25	May-25	ACM	Not Started	
Clive's Various e-Newsletters Standardization and Monthly Newsletter		May-25	May-25	ACM	Not Started	
Clark Street Pilot Green Infrastructure Evaluation After Action Report		Oct-24	Dec-24	ACM	In Progress	
State/Federal Lobbying and Grants for 86th Corridor Projects		Ongoing	Ongoing	ACM	In Progress	
Clive Historical Society Assets Transfer and "Mothball" Facility: Completion		Dec-24	Jan-24	ACM	In Progress	
Greenbelt Trail Education Campaign: Safety and Etiquette		May-25	May-25	ACM	Not Started	
Greenbelt Landing Individual Donor (Goal: \$100,000)		Oct-25	Oct-25	ACM	In Progress	
Homeowner Education on Federal Energy Efficiency Grant Program: Campaign		Ongoing	Ongoing	ACM	Not Started	
Home Show Expo 2024 - Shadow Creek West		Sep-24	Sep-24	ACM	Done	

Assistant City Manager and Tech Services Monthly Report

Monthly Highlights

- CIP Workshop on 11/7; identifying future projects that are most appropriate for future federal and state grant opportunities
- Meeting with NCMIC, Willis Auto Group, and Partnership staff on 11/5
- Clive Chamber monthly membership luncheon on 11/7
- FY25-26 base budget meetings throughout the month
- Meeting with west side cities staff on partnership storytelling strategies in advance of the 2025 state legislative session
- MPO Policy Committee meeting on 11/21 to learn about the regional Safe Streets for All grant and future funding opportunities
- Presented at Crossroads Park on watersheds on 11/15; participated in 6th grade volleyball practice at Crestview on 11/25

Technology Services Report – November 2024

Dennis Harken, TS/IT Manager, has prepared the following report for the activities of the Technology Services (TS) staff for the month of **November 2024**.

2024-2025 Approved Strategic Goals Status

Project	Status	Notes	Due	Completed
VLANS for Upgraded Wifi and Security Cameras at Public Works	In Progress	Part of a capital project for upgrades to the facility.	Mar 2025	
MIP – Process Improvements	In Progress		Ongoing	
MIP-Reg Qtrly Email Phishing Trng	Ongoing	Usually occurs 1 st month of a new quarter	Ongoing	
MIP-Westcom support – Fiber Ring Project	In Progress	Need to complete connection to Windsor Heights	Nov 2024	
MIP-Computer Replacements: Fire and Police	Done		Nov 2024	Nov 2024
MIP-Lucity asset management implementation: Parks	In Progress		Nov 2024	
MIP-Voice to Cloud implementation w/ RingCentral	Done	Migration from on-premise Mitel system	Nov 2024	Nov 2024
MIP-GIS Dept Future Planning	Not Started		Dec 2024	
MIP-Annual Security Penetration Testing	Not Started		Jan 2025	
MIP-Disaster Recovery/Business Continuity of Operations Framework Documentation	Not Started		Jan 2025	
MIP-Backup Data Center Implementation	In Progress	UPDATE – replication has begun	Dec 2024	
MIP-PW Facility WiFi network improvements	Not Started		Jan 2025	
MIP-Technology Subject Matter Experts (SME) Development	Not Started	Identify and document SME for various technology systems	Feb 2025	
MIP-GeoHub/Map Center Centralization	Not Started	Includes decommission of IMAP system	Mar 2025	

Assistant City Manager and Tech Services Monthly Report

MIP-Assist w/ Library Circulation System to the Cloud	Not Started	Subject to FY25/26 funding approval in Mar 2025	Mar 2025	
MIP-GIS System Upgrade	Not Started	Includes a rebuild of integration of on-premises and cloud interconnections	May 2025	
MIP-Breach Reporting and Incident Response Updates	Not Started	Annual review and update of Incident Response Plan documentation	Jun 2025	

Metric #1 – Limit average outstanding Helpdesk tickets with medium or higher priority to 5 or less

- Average medium or higher outstanding tickets since the start of the fiscal year: **0.01%**

Metric #2 – Limit unplanned network interruptions to less than 0.5% of operations.

- Percentage of unplanned interruption since the start of the fiscal year: **0.01%**

Metric #3 – Limit professional fee costs to 5% of the department budget or less.

- Percentage of professional fee costs since the start of the fiscal year: **2.12f%**

2024-2025 Miscellaneous Technology Services Project Status

Project	Status	Notes	Due	Completed
Server Operating System Upgrades/ Maintenance	In Progress	Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as opportunity arises.	Ongoing	
Additional cancellation of old copper analog POTS lines	In Progress		Ongoing	
Migration of City Hall staff to new network switch stack	In Progress	This also includes moving this staff to a new subnet architecture begun with the new CPSC facility.	Ongoing	
Assist CommDev with Citizen Serve project	In Progress		TBD	
Assist Public Works with Citizen Serve project	In Progress		TBD	
Preparation of Harbach Center spaces for staff relocation	In Progress	Network switch replacement to increase port capacity	Dec 2024	
Preparation of Tech Services temporary move to CPSC	In Progress	Storage space identified at CPSC to move Tech storage to CPSC	Dec 2024	

Conferences, Training, Meetings, & Other

- James Kuzhikandathil attended the virtual webinar **An Introduction to IPsec Tunnels** on November 22nd.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: December 12, 2024

RE: Administrative Services Monthly Report - November 2024

SYNOPSIS:

Please see the attached report and supplemental documentation.

Attachments:

1. 11-Monthly Report November 2024
2. 11-Admin Report Materials

MEMO

To: Mayor Edwards and Council Members
From: Elizabeth Hansen, Director of Administrative Services
Date: December 8, 2024
Re: Monthly Report – November 2024

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 6,894 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 2,800 have selected the electronic billing feature. All utility customers have XBP accounts and 41% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more. See specific marketing efforts below.
- B. 303 utility bill reminders were sent, and we will know how many customers were scheduled to be shut off later in the week.
- C. 130 work orders were processed – 8 for new construction and 122 for other work.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	2	
Noise Permits	0	
Solicitor Permits	0	
Open Records Requests	2	
Pet Licenses	2	\$38.00
Parking Tickets	0	\$0
Yard Waste Stickers	0	\$0
Miscellaneous Waste Stickers	392	\$1091.00

Commerce Bank Revenue Share Amount:

We received the October revenue share report. The City received \$38.69. This amount is going down due to the ACH pay program we are encouraging our vendors to use.

Income Offset Program (IOP) – We received \$0 from the State of Iowa IOP in November.

Human Resources:

- A. Recruitments – During November, the NeoGov Insight/OHC system was used for a Police Officer and a Recreation Coordinator - Aquatics. Below are the hiring and promotions for calendar years 2017 to the present:

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Full Time	13	22	14	15	16	15	9	4
Part-Time	17	7	22	10	1	7	9	7
Seasonal	160	159	132	130	73	130	151	133
Promotional	8	15	7	8	7	4	4	3

- B. Separations –

	As of August 1, 2024 – July 31, 2025
Fire	2 PT - Other employment
Police	1 FT - Other employment, 1 FT – Medical, 1 PT - Other
Public Works	1 FT - Other employment, 1 FT – Retirement
Library	1 PT- Family, 1 FT Retirement
Parks	
Recreation	
Administration	1 FT – Retirement, 1 FT Other Employment

- C. Staff Events – 2 sessions of City-wide training and 2 sessions of open enrollment meetings for Flex Spending and charitable giving.

Departmental Projects – Strategic Planning:

Not Started **In Progress** **Completed**

City Clerk Division

2025 Partial Special Census - Since August 2023, staff has been taking the initial steps to conduct a partial special census in April of 2025, that will capture the exponential growth in the Northwest developments of the City. The proposed Memorandum of Agreement has now been approved by Council and the initial cost estimate of \$391,208.00 has been paid to the Census Bureau. Staff is estimating that we will see an increase in our annual revenues of approximately \$218,944.00, thus recouping the cost of the census in just under 2 years. At this point in the process, City Staff have been diligently working with the Bureau's Geography Team to establish a "Boundary and Annexation Survey". This survey process is done to ensure that the Bureau's representation of Clive's boundaries and streets are accurate and up to date. An introductory meeting will be scheduled in the coming weeks with the Chicago Regional Director to begin preparation for the field data collection operation set for next spring, with our Special Census "Day" scheduled for May 15, 2025.

Finance Division

New Utility Billing Rate Structure and Process Improvements – Commercial ERUs were updated and were also part of the June 2024 utility billing. During the implementation of the commercial ERU's staff noticed some irregularities in some of the accounts and have rectified



those with the customers affected. Staff will continue to audit and update as needed once the new ERU Policy is completed and approved by the City Council.

Utility Billing Payment Options –The city currently uses Express Bill Pay receipting utility revenue. The staff has expressed some frustration with the program and seeks a possible alternative. The list of possible replacements has already been narrowed down to four including Xpress Bill Pay to remain as our partner. Staff will proceed with demos in the coming months and would like to have a resolution before the end of the year. Staff has completed a comprehensive review of possible companies that included Xpress Bill Pay, Invoice Cloud, and Civic Systems (Zift). Staff will present a final proposal in the coming months.

Electronic Utility Bills Policy Discussion - This initiative is being led by the Finance Manager with the assistance of the GIS Coordinator and Community Development staff. An initial meeting was held and policy drafting is commencing.

Financial Audit FY 23-24 - Virtual fieldwork for the annual financial audit for the year ending 6/30/24 began the week of September 2 with Eide Bailly. The audit was approved by City Council on November 14, 2024.

FY 2025/2026 Budget – Staff kicked off the budget process in September and the first Budget Workshop is scheduled to occur in February 2025.

2024B/2025A Bond Sales - Staff met with PFM for the sale of bonds to fund the capital improvement projects for the 2024/25 construction season. We held our rating call this year with S&P and they determined a rate increase to AAA! The 2024B bonds have been sold to TD Securities and were received on November 14.

Capital Improvement Plan Update – The 2025-2029 CIP is underway with the finance team already meeting individually with project managers and overview meeting with all project managers and City Manager McQuillen. Staff presented the 2025-2029 CIP with the City Council on November 7. Council will be asked to set the public hearing on November 14 for December 12.

Human Resources Division

City Government at Build-Out Staffing Levels: Research, Comparative Analysis, Report with Findings, Options, Direction, and City Action Plan - The first step is to identify the proposed comparison cities, which was approved by the Council Personnel Committee in February 2024. Next, staff will send the communities a request for data. A draft report will be developed and presented to the Personnel Committee after the first of the new year.

City Training 24-25 Plan Development and Implementation – The human resources staff's goal is to coordinate a 12-month employee training and development plan. To meet the needs of the departments, in addition to staying compliant with state and federal law. The need for training was highlighted through employee surveys and Focus Group trends. Many employees are in new roles throughout the organization, and we are trying to get them the tools they need to succeed.

Citywide and Quarterly Supervisory Training - Staff held a city-wide training on October 30, November 4, and November 6 for all employees, supervisors, and managers. The focus this



quarter was on Bullying, Harassment, and also the Performance Check-In. Quarterly trainings will continue throughout the year.

Safety Training Program and Safety Committee Development with Incident Review – Four areas to be addressed by the Safety Committee are the organization-wide safety manual, electronic Safety Data Sheets, incident review, and a coordinated safety training program. Staff will be reviewing the Safety Committee’s mission statement before meeting again.

Employee Handbook Annual Update – Staff is continually reviewing policies to keep current and in compliance. Notes are made throughout the year and presented as updates each spring, which then is brought to the Council in June. As is the traditional process, changes will be reviewed by the Council Personnel Committee, Executive Team, and Employee Benefits Committee before they are presented for City Council approval.

Employee Benefits and Safety Fair: Conduct December 4th - The third annual Clive Employee Benefits and Safety Fair was held at the Clive Public Safety Center on Wednesday, December 4, 2024. Ten different vendors participated by setting up a booth and engaging approximately 70 of our employees.

Performance Evaluation Process Adjustments – Mid-Year Check-Ins will be completed in December; journal entries are encouraged throughout the year and staff is preparing to provide training on the 2025 performance evaluation process in late March and early April.

Onboarding Seasonal Employees Process Improvements – HR and Payroll staff met to review all of the issues with Onboarding Seasonal employees from the past couple of years. A proposed task and timeline were proposed. Both the Administrative Services Department and Leisure Services Department will be meeting in December to discuss the tasks and responsibilities so that change and improvements can be made to the process.

Employee Committee Reorganization – Staff will review all of the mission statements and roles and responsibilities of all employee committees and prepare a recommendation for the City Manager and Council Personnel Committee to consider.

Cross-training UB/Deputy City Clerk/Comm Dev Front Desk – With the lower half of the City Hall Remodel Project placed into Phase II for construction in 2026, the cross-training of duties will be postponed as well.

Transition from TrueNorth to IGHCP – Staff is working with IGHCP to transition from TrueNorth and Workforce Junction to IGHCP “The Trust” and Employee Navigator. We have also been working with The Trust to make improvements to the employee benefit Guidebook. We have also scheduled Flex Savings Account Open Enrollment meetings for staff in November and preparing for that transition from Midwest Benefit to EBS.



**Council Fiscal YTD Revenue Report
October 2024**

Account Number	Account Title	2023-24 Pri Year Actual	2024-25 Approved Budget	Cur YTD Actual	Current YTD Uncollected Revenues	Budget % Collected
001-4000-0-0000-00	NON-PROGRAM GENERAL REVENUE	20,176,200	20,763,181	10,324,451	10,438,730	49.72%
001-4110-0-0000-00	POLICE DEPARTMENT	62,146	82,000	15,567	66,433	18.98%
001-4150-0-0000-00	FIRE PROTECTION	43,405	9,500	2,600	6,900	27.37%
001-4160-0-0000-00	RESCUE DEPARTMENT	747,854	650,500	200,378	450,122	30.80%
001-4190-0-0000-00	ANIMAL CONTROL	19,416	18,000	2,284	15,716	12.69%
001-4210-0-0000-00	ROADWAY MAINTENANCE	29,318	36,000	5,723	30,277	15.90%
001-4290-0-0000-00	SOLID WASTE COLLECT & DISPOSAL	1,200,373	1,193,682	403,379	790,303	33.79%
001-4410-0-0000-00	LIBRARY SERVICES	42,254	46,872	9,563	37,309	20.40%
001-4430-0-0000-00	PARKS & PLAYGROUNDS	30,836	42,000	8,875	33,125	21.13%
001-4440-0-0000-00	RECREATION	459,988	430,500	201,797	228,703	46.87%
001-4470-0-0000-00	PUBLIC ART PROGRAM	0	0	4,000	-4,000	0.00%
001-4499-0-0000-00	SWIMMING POOLS	689,773	737,700	200,175	537,525	27.14%
001-4530-0-0000-00	BUILDING & HOUSING SAFETY	70,297	100,000	14,051	85,949	14.05%
001-4540-0-0000-00	PLANNING & ZONING	620,645	348,500	237,129	111,371	68.04%
	GENERAL FUND	24,192,505	24,458,435	11,629,972	12,828,463	47.55%
					0	
110-4210-0-0000-00	ROADWAY MAINTENANCE	2,627,800	2,745,992	910,858	1,835,134	33.17%
					0	
121-4699-0-0000-00	LOSST	4,090,085	3,700,000	1,479,416	2,220,584	39.98%
					0	
600-4810-0-0000-00	WATER	6,674,868	5,747,014	2,948,620	2,798,395	51.31%
610-4815-0-0000-00	SANITARY SEWERS	3,923,205	3,741,388	1,419,946	2,321,443	37.95%
740-4865-0-0000-00	STORM SEWERS	1,794,659	1,931,970	610,773	1,321,197	31.61%
810-4930-0-0000-00	INTERNAL SERVICE-CAP EQUIP REP	1,613,872	1,532,060	122,772	1,409,288	8.01%
					0	
		44,916,992	43,856,859	19,122,356	24,734,503	43.60%

**Council Fiscal YTD Expense Report
October 2024**

Account Number	Account Title	2023-24 Pri Year Actual	2024-25 Approved Budget	Cur YTD Actual	Current YTD Unexpended	Budget % Used
001-5110-0000	POLICE DEPARTMENT	4,205,425	4,517,826	1,345,361	3,172,465	29.78%
001-5150-0000	FIRE PROTECTION	2,367,365	2,499,994	348,534	2,151,460	13.94%
001-5160-0000	RESCUE DEPARTMENT	1,964,011	2,180,152	719,826	1,460,326	33.02%
001-5180-0000	DISASTER CONTROL DEPARTMENT	12,392	16,515	72	16,443	0.44%
001-5190-0000	ANIMAL CONTROL	23,025	20,000	16,468	3,532	82.34%
001-5210-0000	PUBLIC WORKS ADMINISTRATION	633,792	652,699	201,966	450,733	30.94%
001-5230-0000	STREET LIGHTING	118,659	224,000	50,456	173,544	22.53%
001-5240-0000	TRAFFIC SAFETY DEPARTMENT	161,350	252,083	47,967	204,116	19.03%
001-5260-0000	ENGINEERING	917,061	985,015	312,260	672,755	31.70%
001-5290-0000	SOLID WASTE COLLECT & DISPOSAL	1,225,331	1,175,575	292,679	882,896	24.90%
001-5350-0000	MOSQUITO CONTROL DEPARTMENT	11,030	14,330	4,920	9,410	34.34%
001-5399-0000	WELLNESS PROGRAM	16,704	23,250	1,200	22,050	5.16%
001-5410-0000	LIBRARY SERVICES	1,008,143	1,085,025	332,419	752,606	30.64%
001-5420-0000	MUSEUMS & CENTERS	579,067	624,349	274,202	350,147	43.92%
001-5430-0000	PARKS & PLAYGROUNDS	1,576,640	1,749,392	562,866	1,186,526	32.17%
001-5440-0000	RECREATION	852,042	849,842	348,448	501,394	41.00%
001-5460-0000	RECREATION	149,307	286,728	54,950	231,778	19.16%
001-5470-0000	PUBLIC ART PROGRAM	9,251	-	2,879	-2,879	#DIV/0!
001-5499-0000	SWIMMING POOLS	816,930	852,007	458,742	393,265	53.84%
001-5530-0000	BUILDING & HOUSING SAFETY	340,263	395,075	110,088	284,987	27.87%
001-5540-0000	PLANNING & ZONING	535,838	607,009	188,656	418,353	31.08%
001-5550-0000	CODE ENFORCEMENT	104,566	112,118	33,946	78,172	30.28%
001-5609-0000	LEGISLATIVE (COUNCIL & MAYOR)	73,320	86,331	32,874	53,457	38.08%
001-5610-0000	EXEC. & ADM. (MGR, ASST MGR)	527,068	609,252	189,466	419,786	31.10%
001-5615-0000	HUMAN RESOURCES	386,373	405,938	170,295	235,644	41.95%
001-5620-0000	FINANCIAL ADMINISTRATION	3,258,112	3,149,083	2,923,748	225,335	92.84%
001-5630-0000	ELECTIONS	6,805	-	-	0	0.00%
001-5640-0000	LEGAL SERVICES	70,783	60,000	26,597	33,404	44.33%
001-5650-0000	CITY HALL	418,148	516,349	128,626	387,723	24.91%
001-5651-0000	MISCELLANEOUS UNALLOCATED	60,925	77,250	9,861	67,389	12.76%
001-5698-0000	IT	813,756	995,653	367,921	627,732	36.95%
001-5699-0000	PERS SERV. (CIVIL SERVICE)	-	-	-	0	0.00%
	GENERAL FUND	23,243,480	25,022,840	9,558,292	15,464,548	38.20%
					0	
110-5210-0000	ROADWAY MAINTENANCE	2,644,956	2,973,769	705,699	2,268,070	23.73%
					0	
121-5699-0000	LOCAL OPTION SALES/SERVICE TAX	3,765,567	3,950,000	324,518	3,625,482	0.00%
					0	
600-5810-0000	WATER	6,305,324	6,220,676	3,028,368	3,192,308	48.68%
610-5815-0000	SANITARY SEWERS	2,889,310	4,402,245	1,068,860	3,333,385	24.28%
740-5865-0000	STORM SEWERS	1,612,575	1,921,585	334,767	1,586,818	17.42%
810-5910-0000	INTERNAL SERVICE-CAPITAL EQUIP	2,012,798	2,000,000	1,229,350	770,650	61.47%
					0	
		42,474,009	46,491,115	16,249,855	30,241,260	34.95%

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY24/25

Month of: **November 2024**

Aged trial balance- Report Date: 10/31/2024 \$ 81,034.47

BILLINGS

Billings for the month of: OCTOBER \$ 1,351,877.49

Billings for the month of: NOVEMBER \$1,022,503.32

Total billings for the months of October and November (includes penalties and finals) \$ 2,374,380.81

TOTAL BILLINGS \$ 2,455,415.28

LESS COLLECTIONS

Revenues collected for the month of: NOVEMBER \$1,301,464.58
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$3,716.67

Payment adjustments \$0.00

TOTAL COLLECTIONS \$ 1,305,181.25

SUB TOTAL \$ 1,150,234.03

Aging report balance for: 11/30/2024 \$ 967,255.18

Aging report (11/30/2024) for accounts 30 days or more past due \$ 89,058.85

Prepared by: Stephanie VandeBerg, Utility Billing Department, 11/7/24



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Community Development Monthly Report - December 2024

SYNOPSIS:

Attachments:

1. Com Dev Report - 11-2024

MEMO

To: Honorable Mayor and City Council

From: Doug Ollendike, Community Development Director

Date: December 12, 2024

Re: Community Development Monthly Report

Building Services Division

3 new single-family homes were permitted in November with a total valuation of \$1,380,989. A total of 31 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

Commercial Permits Issued

7Brew Coffee Shop, located at 15610 Hickman RD, has been delayed with installing the north drive through lane due to private utilities being in the way. A temporary CO has been issued to allow the business to open with an agreement to complete in place for finishing the remaining items.

The site work at Living Faith Church located at 2180 NW 142nd ST is almost wrapped up. They are working through a few storm water issues and should get everything seeded soon. A temporary CO has been issued for this phase of construction.

Vision Electrical and Plumbing's renovations at 2163 NW 111th ST is needing a final inspection and they will be wrapped up with this project.

Amare Vita/MavenCrux is in the final stages with the development work. All residential structures and the clubhouse have been permitted. The majority of the homes are in the final stages of construction and the clubhouse has been issued its final CO.

Kwik Star, located at 16050 Hickman RD has been issued a temporary CO; some corrections to site work is to be completed.

The permit has been issued for "The McCoy" apartments located at 11040 Hickman RD for the interior bathroom and kitchenette remodel work. Some of the single unit apartments have been inspected on the main level; however, not all units are completed yet.

The Emerald Isle townhome project has been issued a foundation permit for the second building of six units; interior finishing progress is being made on the first building. The street work is scheduled to be completed within the next few weeks.

The building permit has been issued for an outpatient surgery center located at 12107 Stratford DR; the framing inspection has been completed. Drywall work and other interior finishes are underway.

The building permit for the new Tasty Taco site at 2249 NW 86th ST has been issued; the framing & rough-in inspection has been successfully completed.

The permit for Silverstar Carwash at 15451 Hickman RD has been issued and plumbing inspections have been conducted.

The remodel for interior improvements to the assisted living facility at 1701 Campus DR has been inspected for framing.

The building permit has been issued for the new office building located at 2640 Berkshire PKWY; the framing inspection has been completed.

An addition permit has been issued for the expansion of Edward Jones at 1100 73rd ST; groundworks has been completed.

A small interior renovation for NFM has begun; the framing has been inspected.

Painted Tree Boutiques, a new tenant, located at 11101 University AVE has a building permit to construct interior walls and install new interior finishes; the framing & rough-in inspection has been done.

A building permit has been issued for 12931 University AVE for a new hair salon; the framing/rough-in inspection has been completed.

The permit has been issued for Greenbelt Landing.

Staff have issued a permit for an addition and large interior remodel located at 12605 Woodlands PKWY; work has not commenced at this time.

A new commercial building has been approved for construction next to the new Fareway on Hickman RD; no inspections have been conducted.

A remodel permit for the former Beauty Brands has been approved to split the building into two tenant spaces, however the permit has not been issued at this time.

Commercial Projects Under Review

Staff are in the process of reviewing remodel plans for the Genesis Health Club facility located at 10930 Hickman RD. Due to limited funding, this project has scaled back and will be limited to some interior paint, flooring replacements and LED lighting upgrades. A demolition permit has been issued for the removal of interior walls.

An interior demolition permit has been issued for Krispy Kreme due to a recent fire. Plans are now being reviewed for the restoration of the interior.

Staff are still in the process of reviewing plans for the remodel of portions of City Hall.

Planning Services Division

The 86th Street Neighborhoods Plan was approved by Council on September 9, 2022. Staff are working on implementation.

The first amendment to the development agreement for the Emerald Isle Townhome development has been approved by Council and the revised site plan/preliminary plat has been administratively approved by staff. The developer has commenced grading and construction activities.

Silver Star car wash has submitted a preliminary plat, site plan, and public improvement construction drawings for the recently rezoned properties generally located at NW 156th ST, Hickman RD, and Emerald Isle DR. The preliminary plat was approved by Council on April 11, 2024, and site plan was approved by Council on May 23, 2024. Construction drawings were conditionally approved subject to acquisition of additional temporary construction easements and approval of an agreement including the cost-share with the City.

Buyers Realty has submitted a preliminary plat to create an additional lot at Westridge Shopping Center. Staff is working with the applicant regarding parking requirements before the preliminary plat can advance through the approval process.

Staff has submitted a request to Norfolk Southern for an abandoned track right-of-way, which will allow Norfolk Southern to determine if the property is eligible to be sold or otherwise conveyed to the City or adjacent property owners. The request includes the remaining parcels owned by Norfolk Southern that do not include any railroad infrastructure, which are generally located between NW 100th ST and NW 114th ST. Staff are awaiting a response from Norfolk Southern.





1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
www.cityofclive.com

	Nov-23	Nov-24	YTD Total	Nov-24	YTD Total
Building Permit - New Single Family	6	3	104	\$1,380,989	\$55,284,349
Building Permit - New Townhome	0	0	12	\$0	\$4,342,899
Building Permit - New Condominium	0	0	0	\$0	\$0
Building Permit - Residential Additions	5	2	31	\$206,768	\$1,991,530
Building Permit - Residential Remodel	1	3	20	\$321,459	\$763,084
Building Permit - New Commercial	0	2	5	\$375,000	\$4,113,481
Building Permit - Commercial Additions	0	0	1	\$0	\$670,366
Building Permit - Commercial Remodel	2	1	27	\$596,786	\$6,395,261
FYTD TOTALS					
Building Permit - New Single Family	39	41		\$19,964,716	
Building Permit - New Townhome	0	0		\$0	
Building Permit - New Condominium	0	0		\$0	
Building Permit - Residential Additions	9	19		\$1,082,899	
Building Permit - Residential Remodel	3	8		\$394,323	
Building Permit - New Commercial	2	4		\$2,596,113	
Building Permit - Commercial Additions	0	1		\$670,366	
Building Permit - Commercial Remodel	13	13		\$3,620,604	



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November 2024
RESIDENTIAL PERMIT ACTIVITY

NEW SINGLE FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
11/04/2024	18109	TANGLEWOOD DR	Grace Allen Homes, Inc.	\$489,817	SHADOW CREEK PLAT 08
11/06/2024	17872	CREEKSIDE DR	KRM Development	\$629,342	SHADOW CREEK PLAT 06
11/14/2024	18350	ALPINE DR	Greenland Homes IA INC	\$261,829	SHADOW CREEK PLAT 09
TOTAL				\$1,380,989	
YTD CALENDAR				\$55,284,349	
YTD FISCAL				\$19,964,716	

NEW TOWNHOME

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
TOTAL				\$0	
YTD CALENDAR				\$4,342,899	
YTD FISCAL				\$0	

NEW CONDOMINIUM/MULTI-FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
TOTAL				\$0	
YTD CALENDAR				\$0	
YTD FISCAL				\$0	

RESIDENTIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
11/11/2024	1748	122ND ST	RJK Builders	\$136,208	Addition
11/11/2024	12801	LINCOLN AVE	Matt Hiemstra	\$70,560	Basement Finish
TOTAL				\$206,768	
YTD CALENDAR				\$1,991,530	
YTD FISCAL				\$1,082,899	

RESIDENTIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
11/19/2024	16457	MAPLE ST	Zenith Design + Build	\$85,451	Main floor/basement bath
11/20/2024	15134	WILDWOOD DR	Fleming Construction	\$10,463	Bathroom remodel
11/26/2024	13749	BAY HILL DR	Croese & Lemke Construction	\$225,544	Interior Remodel
TOTAL				\$321,459	
YTD CALENDAR				\$763,084	
YTD FISCAL				\$394,323	



1900 NW 114th ST
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November 2024
COMMERCIAL PERMIT ACTIVITY

NEW COMMERCIAL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
11/09/2024	1801	114TH ST	City of Clive	\$0	Greenbelt Landing
11/27/2024	15935	HICKMAN RD	Beal Derkenne Construction, LLC	\$375,000	New Starbucks
TOTAL				\$375,000	
YTD CALENDAR				\$4,113,481	
YTD FISCAL				\$2,596,113	

COMMERCIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
TOTAL				\$0	
YTD CALENDAR				\$670,366	
YTD FISCAL				\$670,366	

COMMERCIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
11/22/2024	12605	WOODLANDS PKWY	Direct Supply Aptura	\$596,786	Remodel/Addition
TOTAL				\$596,786	
YTD CALENDAR				\$6,395,261	
YTD FISCAL				\$3,620,604	

Code Enforcement Activity Report for November 2024

Violation Activity

- Investigated 31 new violations
 - 10 violations initiated through proactive enforcement of common code violations
 - 21 violations initiated through complaints of common code violations
 - 0 violations were abated by the City
- Investigations conducted
 - 31 initial inspections for common code violations
 - 24 follow up inspections
 - 55 total inspections
- November voluntary compliance rate was 100%
- Pulled 29 illegal signs from the City Right of Way
- November Case Breakdown

5-6-2(1(I)): Grass and Weeds	-1
5-6-2(1(K)): Junk	-3
5-6-4: Household Goods and Machinery	-3
5-6-7: Nuisance Prohibited – Noise	-1
5-7-6: At Large Prohibited	-1
5-7-7: Damage or Interference	-1
5-8-5: Sounds Not Allowed	-1
6-4-2: Parking For Certain Purposes Illegal	-1
7-1-11: Use of Parkings	-3
7-5-2: Planting Restrictions	-1
7-5-5: Overhanging Trees	-3
8-4-3: Scope and Responsibilities For Storm Water Utility	-2
10-11-1: Erosion Control	-5
10-12-8(1): Rental Registration	-1
11-4-8: Accessory Structures: Permit Required	-1
11-12-21: Non-Commercial Temporary Signs	-1
11-13-5(12): Off Street Parking Regulations	-2

Other Activities

- Continued work on priority issues
 - Continued to grow sidewalk repair program contractor list
 - Continued work on the 2024 Alice's Road Demolition Project
 - Educating violators with personal contact by phone and in person
 - Work with other departments as often as possible to strengthen relationships
 - Continued to look for opportunities to fine tune the Code Enforcement process



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: December 12, 2024

RE: Fire Department Report - November 2024

SYNOPSIS:

Fire Department Report - November 2024

Attachments:

1. November 2024 Council Report



Memo

TO: Honorable Mayor, City Council, City Manager

FROM: Clayton Garcia, Fire Chief

DATE: 12/2/2024

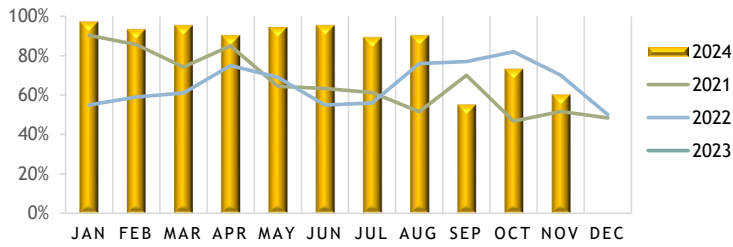
RE: November 2024 Monthly Report

Target	Milestones	Status
Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions (Wind Event Operations)	Pre-Identify NWS "benchmarks" to initiate action plan	In Progress
	Review current City Damage Assessment Tools	In Progress
	Implement mass notification and website comms	Not Started
	Identify districts or zones for damage assessment	In Progress
	Explore/evaluate Polk County Reg Assessment tool	In Progress
	Identify number of staff members needed for assess	Not Started
	Review draft Polk County Debris Mgmt Plan	Not Started
	CC Work Session: Polk County Debris Mgmt Plan Rev	Not Started
Target	Milestones	Status
Fire-EMS Collaboration with Urbandale - Apparatus Sharing and Paramedicine 28Es	Identify collaboration partner/s	In Progress
	Create, finalize and implement 28E for shared serv	In Progress
	Finalize asset transfer of L325 and Urbandale unit	In Progress
	Outfit new suppression apparatus for Station 32	In Progress
	Complete "audit" of Clive/Urbandale response plan	In Progress
	CC Decision: Shared Services 28E Agreement	In Progress
	Create, finalize maintenance agreement w/ Urb	In Progress
	CC Decision: Maintenance agreement adoption	In Progress
	Prepare 28E (or internal resource) for bariatric care	Not Started
	CC Decision: 28E for bariatric patients' adoption	Not Started
	Complete mini standards of coverage for Station 22	In Progress
	Draft community health coordinator roles/response	Not Started
Management Projects		Status
Fire NFPA Physicals - Add Cancer Screening		In Progress
EMS Write Off Data		Not Started
Fire Staffing Levels/Makeup New Standards: Implementation		In Progress
Fire All FT Staff: Solidification of Roles and Responsibilities: Update		In Progress
Public Safety Radio Replacement: Completion		In Progress
Public Safety Staff Recruitment/Retention Strategy: Continued Implementation		Not Started
Fire Vehicle Spec Process (320)		In Progress

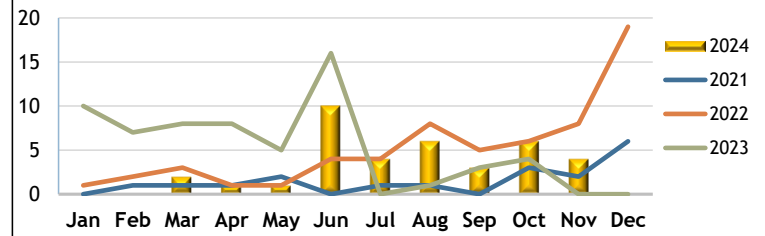


Clive Fire Department Monthly Report November 2024

100% Staffing of On-Duty Shifts



Mandatory Overtime Shifts

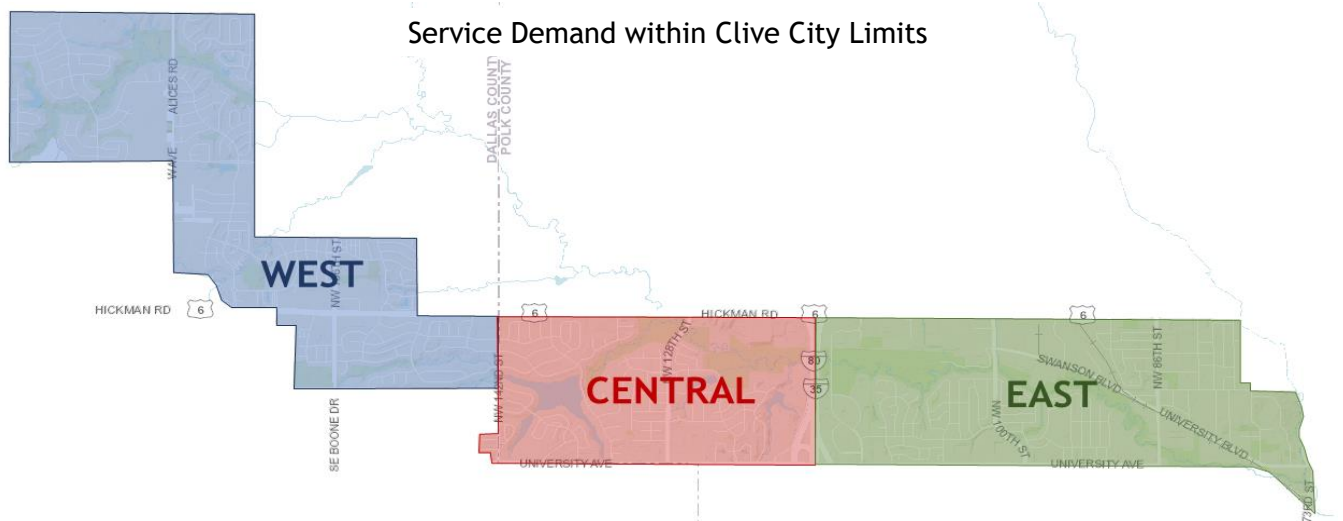


Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

Source: 2022 Citizen Satisfaction Survey Results

	Percent Positive	Benchmark	Rank	Rank Percentile
Fire Services	97	Similar	39/317	92%
Emergency Medical Services	95	Similar	29/293	90%
Fire Prevention	92	Similar	21/282	92%
Emergency Preparedness	88	Higher	2/281	99%

Service Demand within Clive City Limits



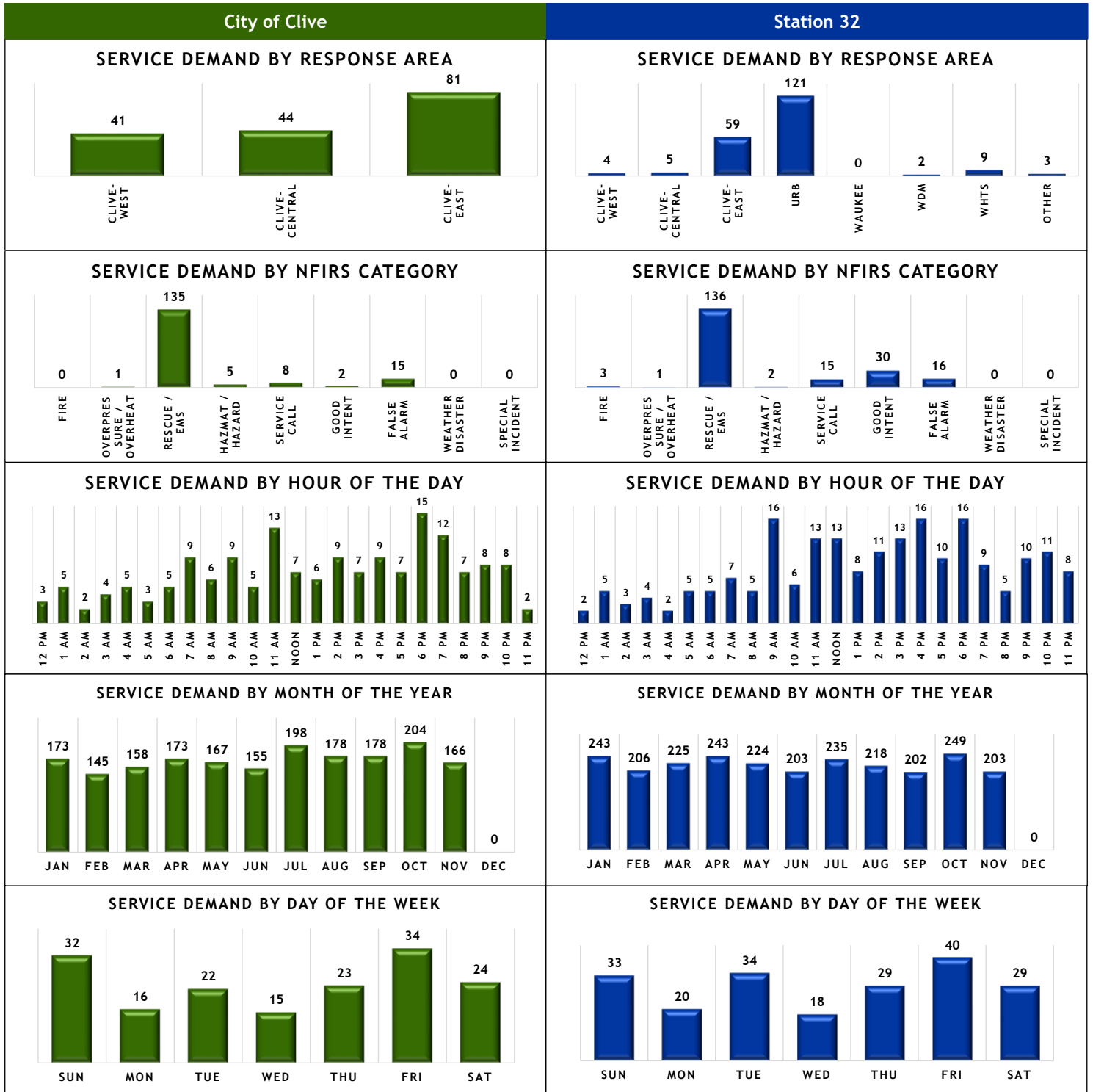
WEST			
EMS	33	19.9%	
Fire	8	4.8%	
Total	41	24.7%	

CENTRAL			
EMS	33	19.9%	
Fire	11	6.6%	
Total	44	26.5%	

EAST			
EMS	69	41.6%	
Fire	12	7.2%	
Total	81	48.8%	

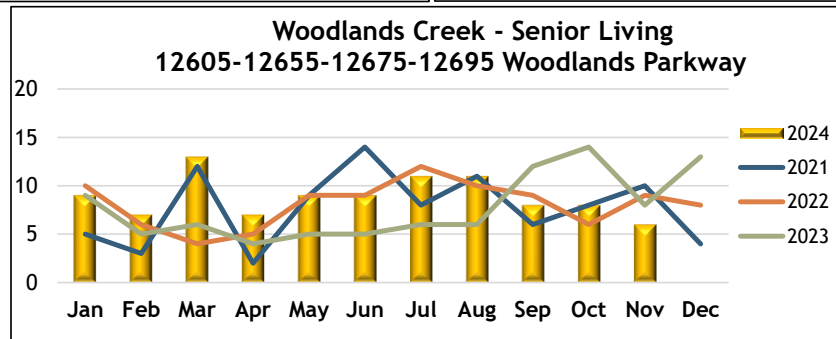
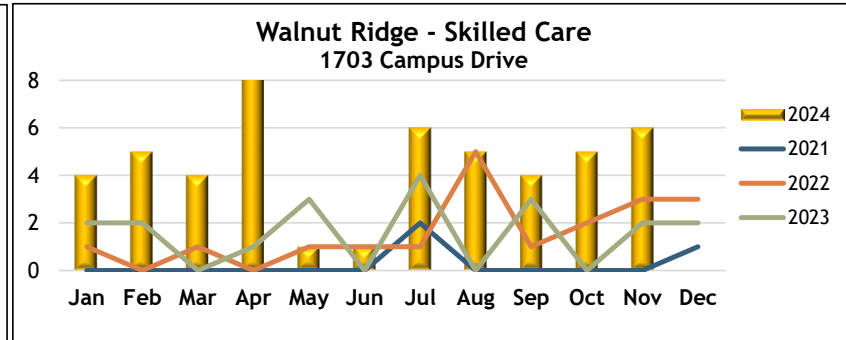
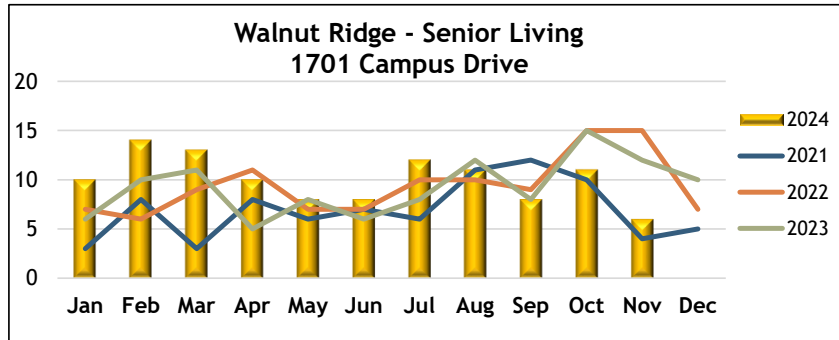
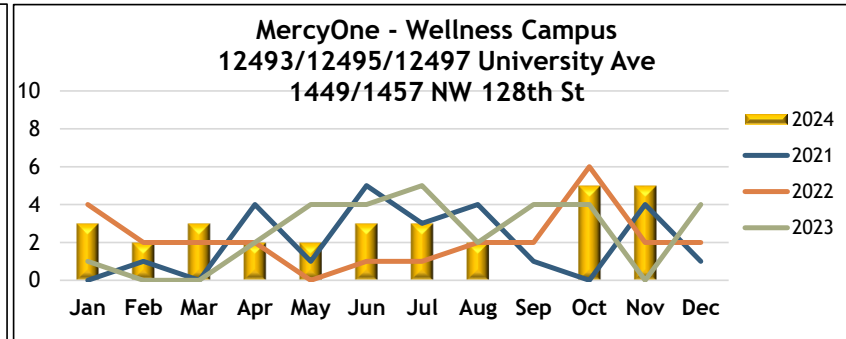
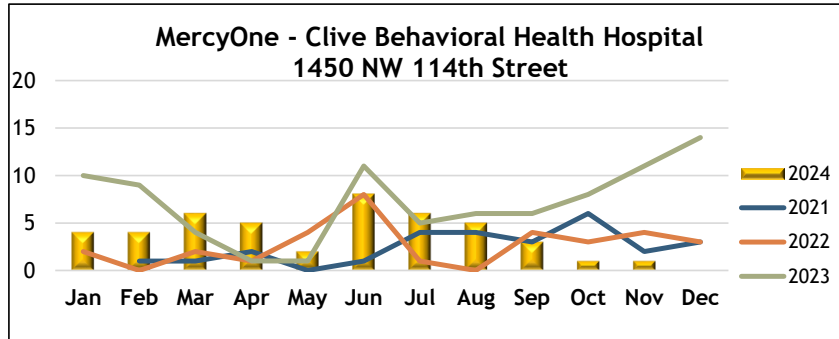
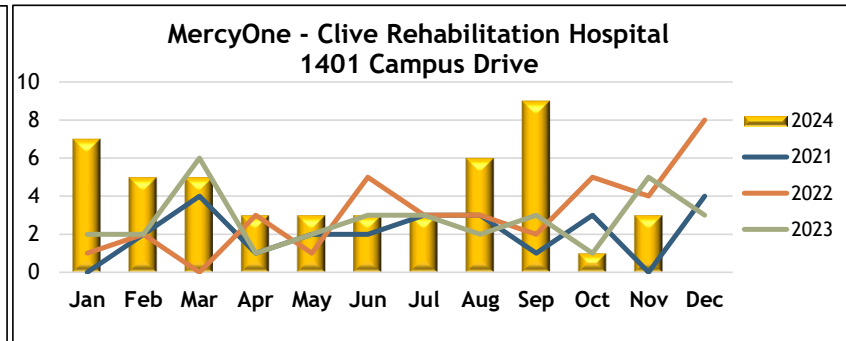
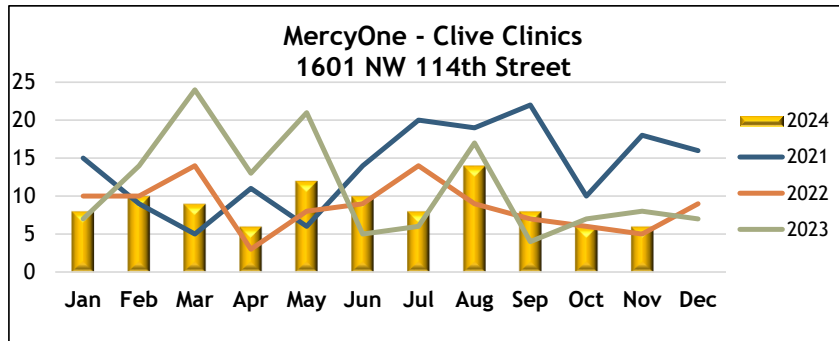


Clive Fire Department
Service Demand
November 2024





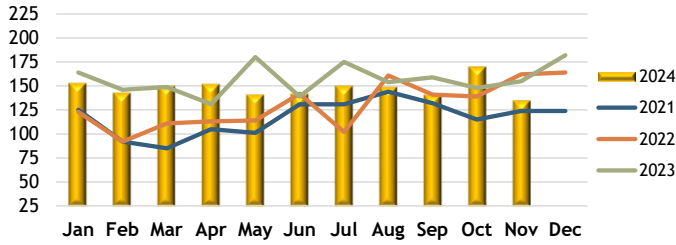
Clive Fire Department Service Demand - EMS November 2024



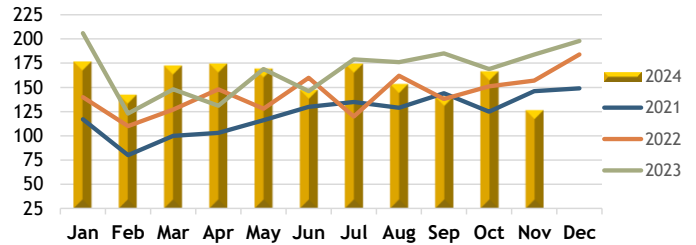


Clive Fire Department Monthly Report November 2024

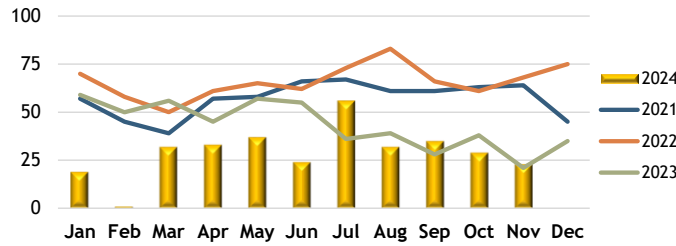
Station 32 Ambulance Responses



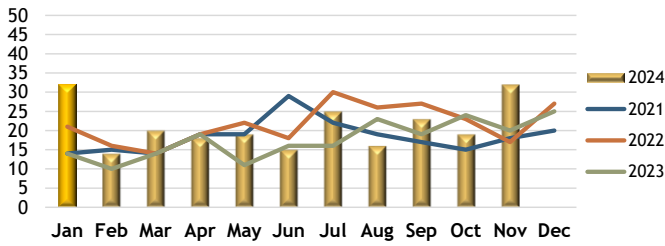
Station 32 Engine/Ladder Responses



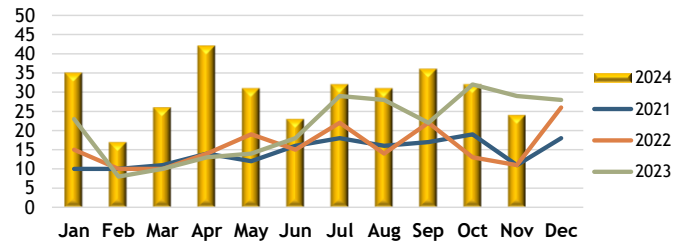
Station 22 Engine Responses into Clive



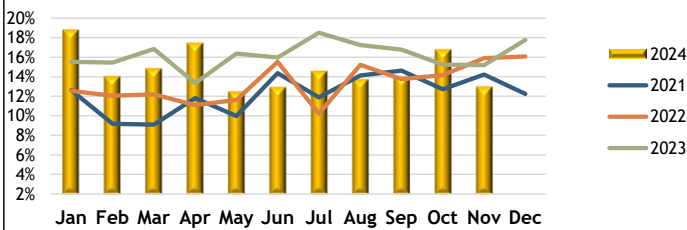
Station 43 Ambulance Responses into Clive



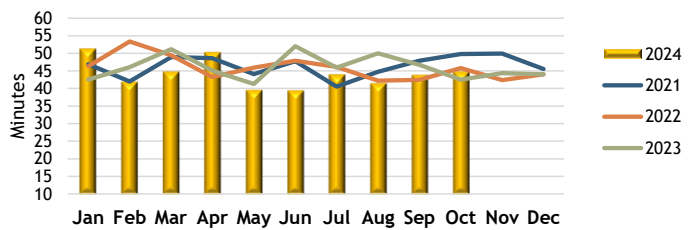
Station 43 Engine Responses into Clive



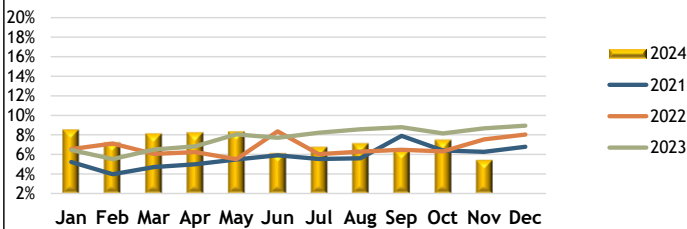
Unit Hour Utilization - Clive Ambulance



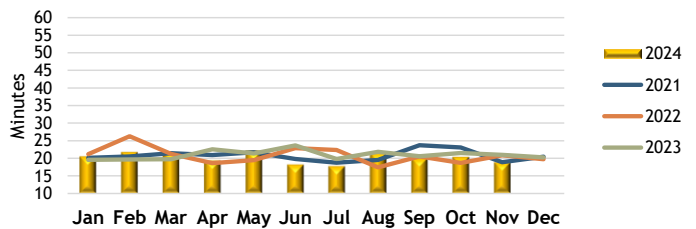
Average Time Committed - Clive Ambulance



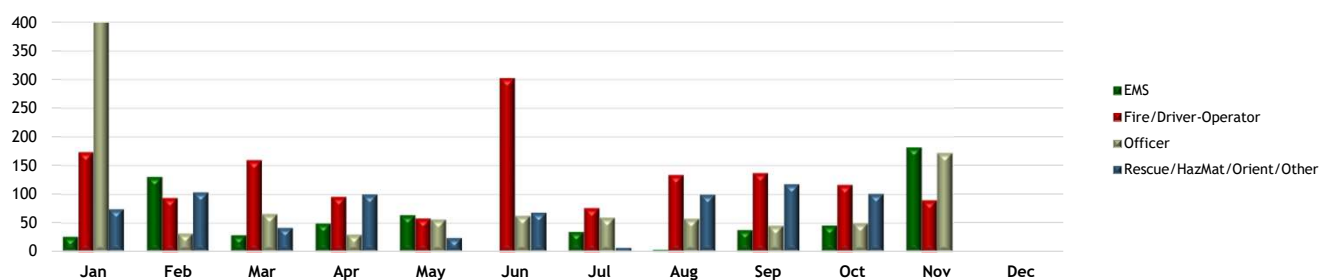
Unit Hour Utilization - Clive Suppression



Average Time Committed - Clive Suppression



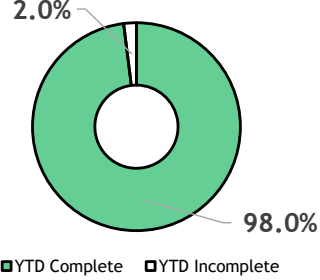
Training Hours - Current Year by Program Area



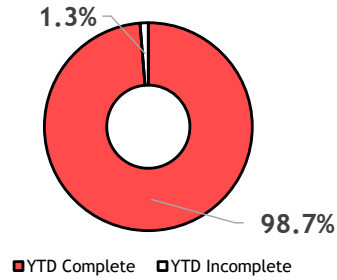


Clive Fire Department Inspection/Prevention Monthly Report November 2024

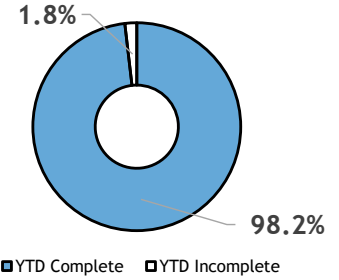
32 A-Shift



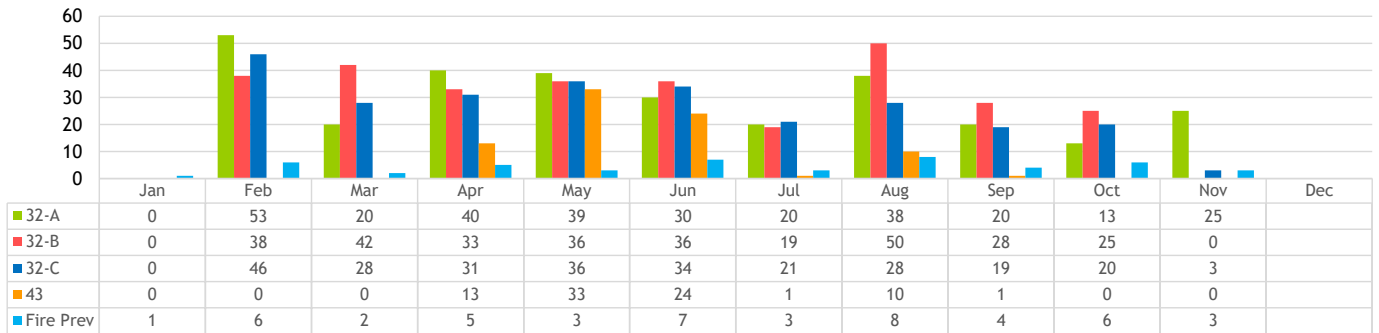
32 B-Shift



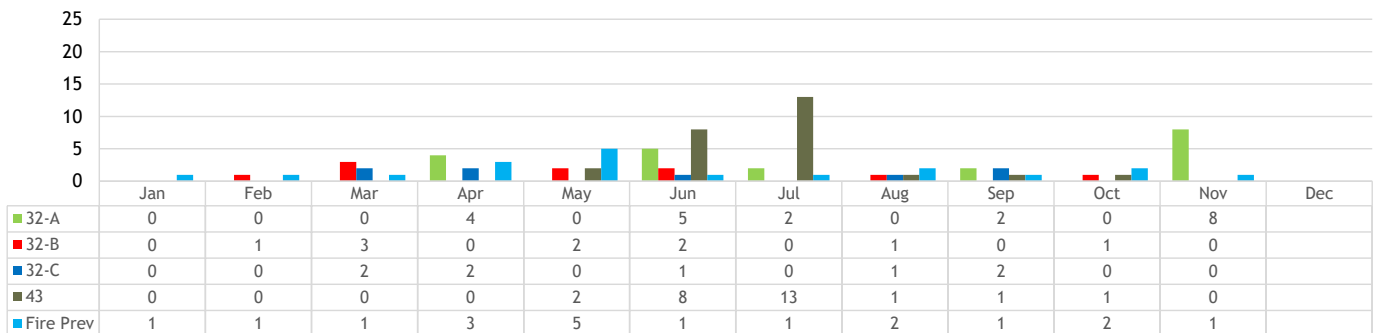
32 C-Shift



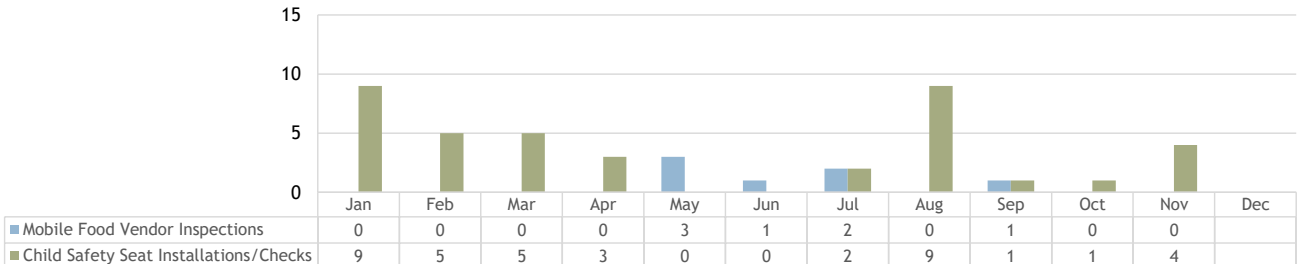
Inspections by Shift



Re-Inspections by Shift



Public Relations



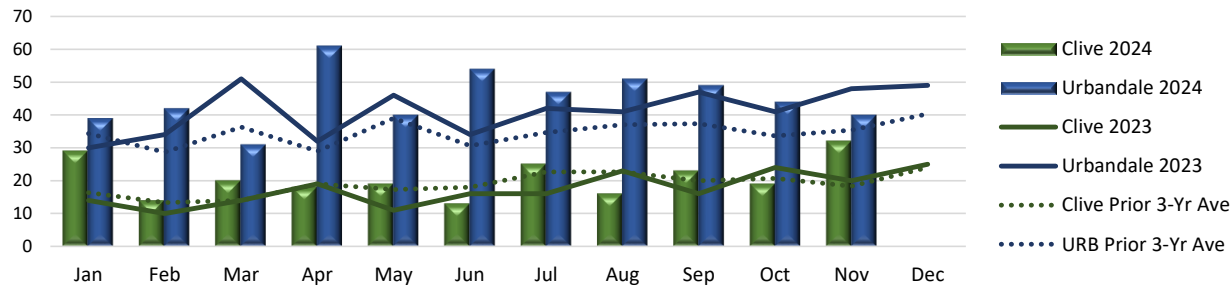


Clive Fire Department
Shared Services Report
November 2024

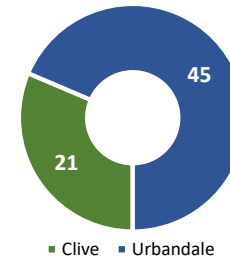
Urbandale - Station 43

Station 43 Became Operational March 10, 2020

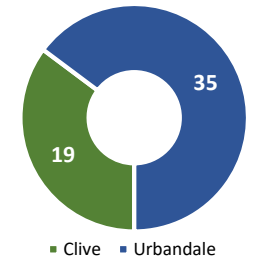
Ambulance



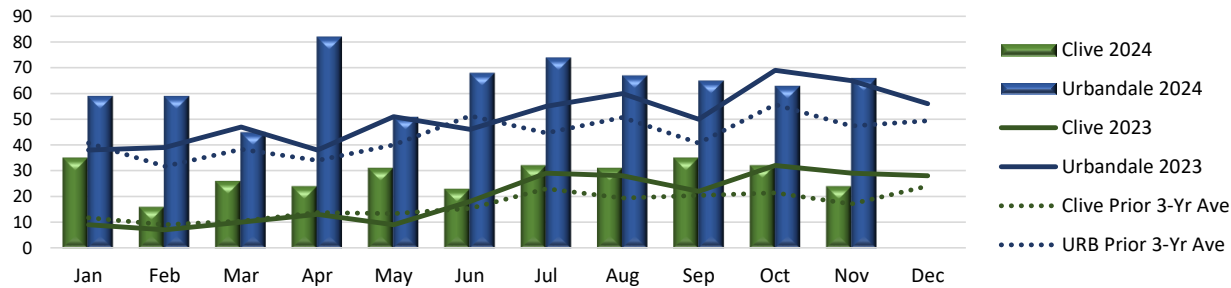
Year to Date Monthly Average



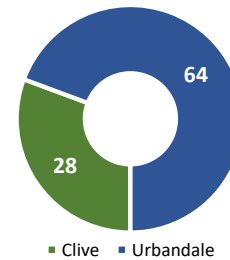
Prior 3-Year Monthly Average



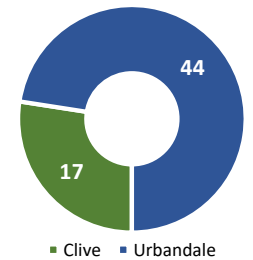
Engine



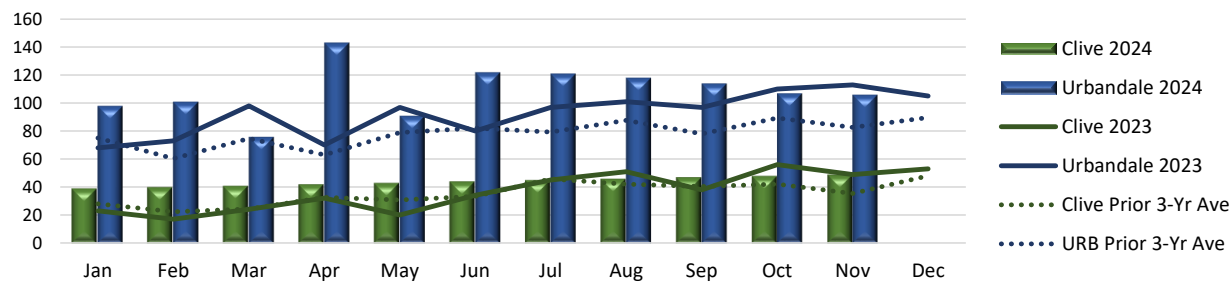
Year to Date Monthly Average



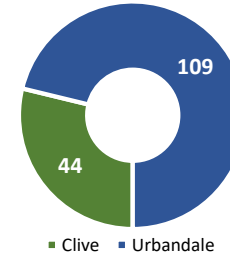
Prior 3-Year Monthly Average



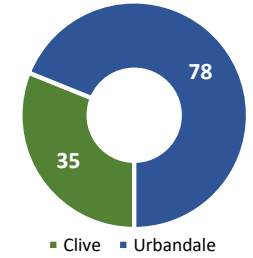
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average

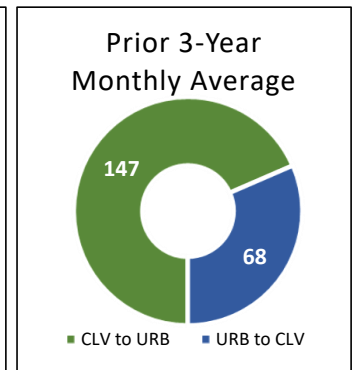
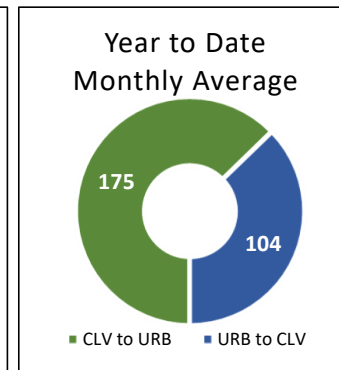
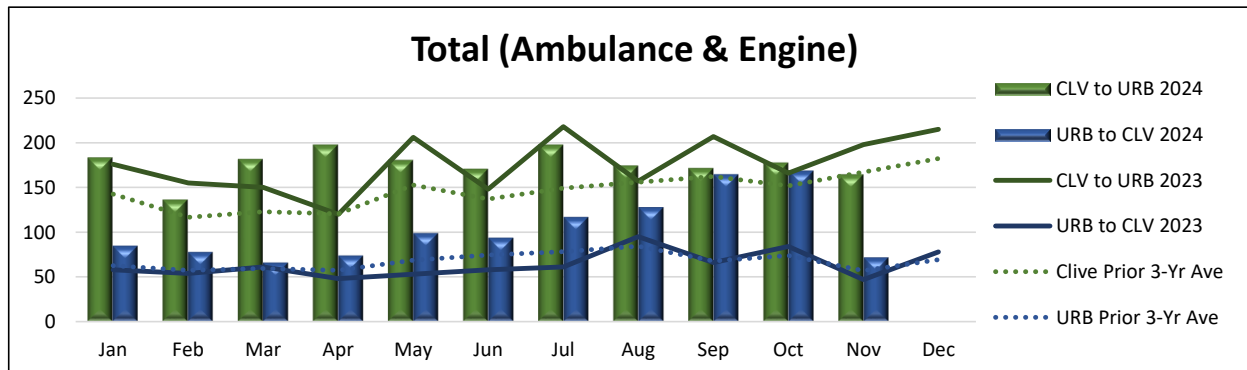
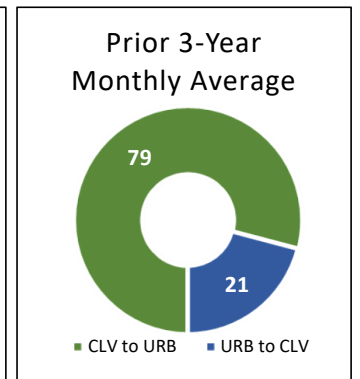
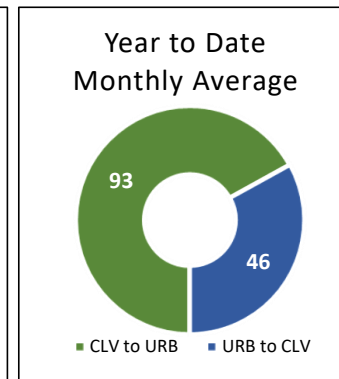
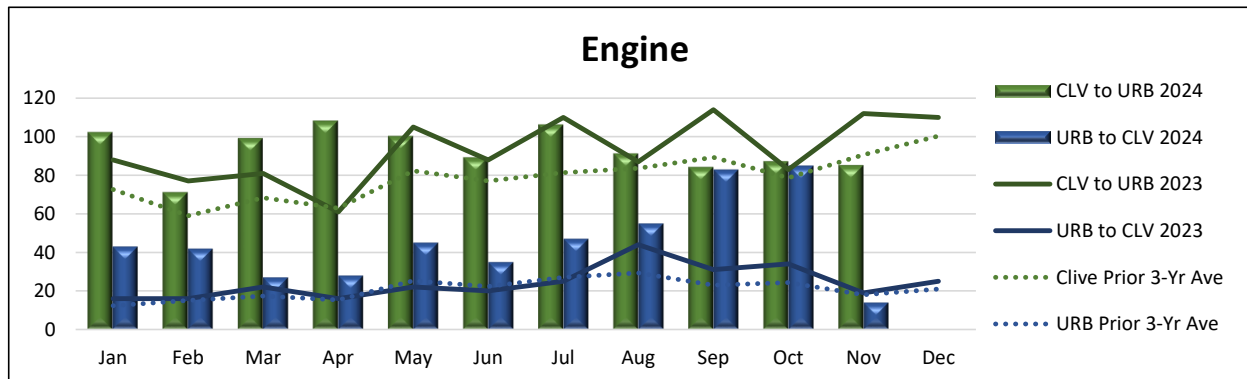
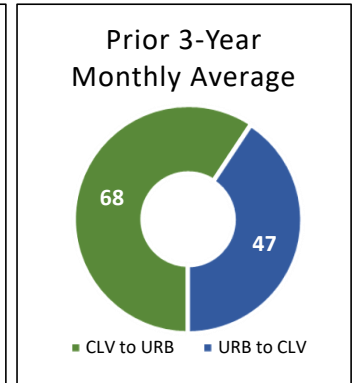
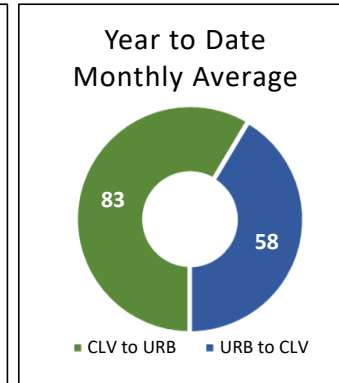
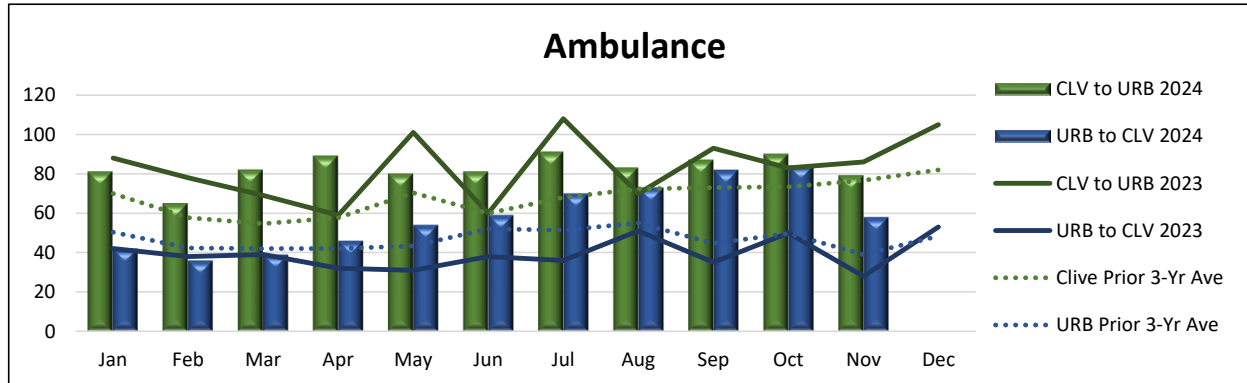




Clive Fire Department
Shared Services Report
November 2024

Clive / Urbandale - Closest Unit Response

Does Not Include Station 43



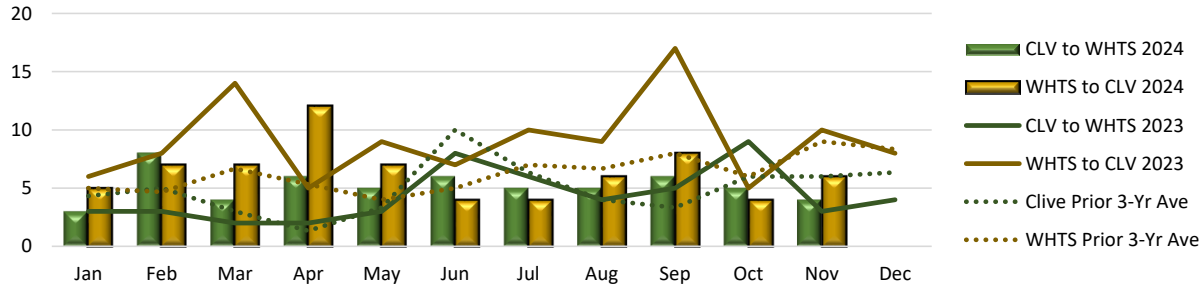


Clive Fire Department
Shared Services Report
November 2024

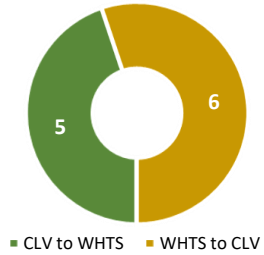
Clive / Windsor Heights - Closest Unit Response

WHTS Joined Westcom 9/22/21 - CUR Initiated 10/15/21

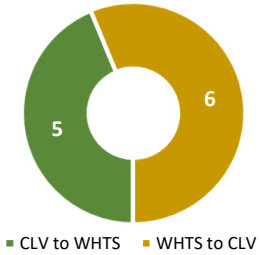
Ambulance



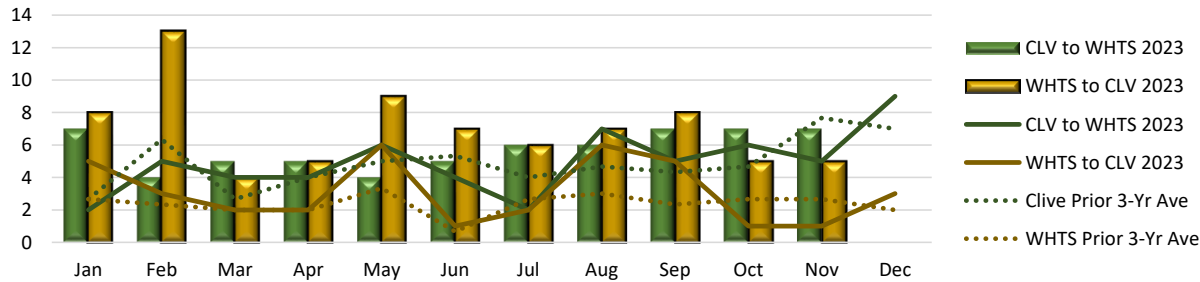
Year to Date Monthly Average



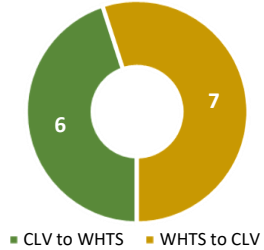
Prior 3-Year Monthly Average



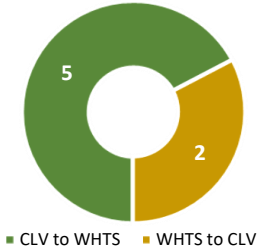
Engine



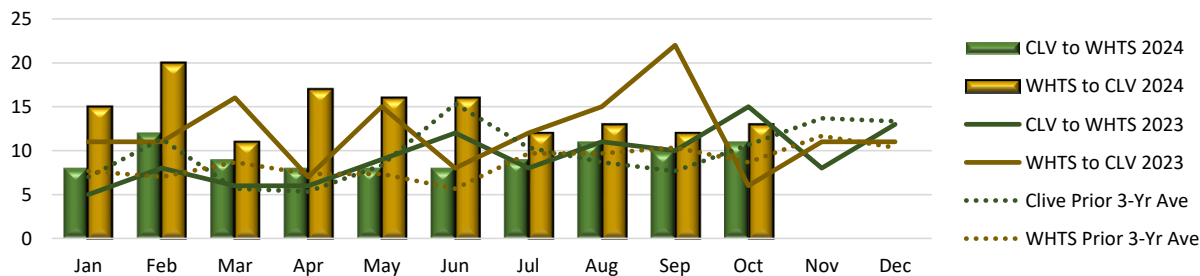
Year to Date Monthly Average



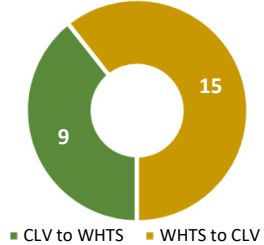
Prior 3-Year Monthly Average



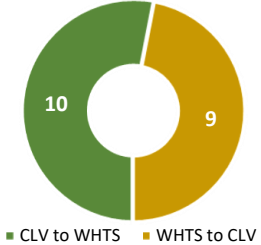
Total (Ambulance & Engine)



Year to Date Monthly Average



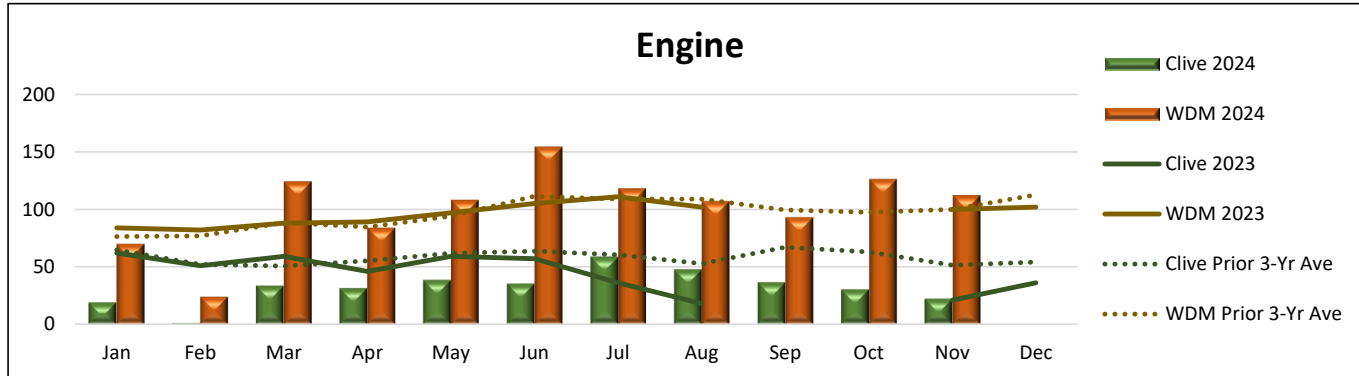
Prior 3-Year Monthly Average



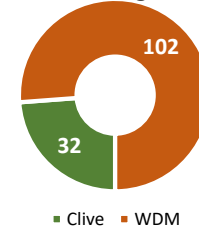


Clive Fire Department
Shared Services Report
November 2024

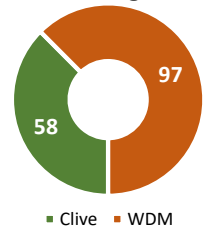
West Des Moines - Station 22



Year to Date
Monthly
Average



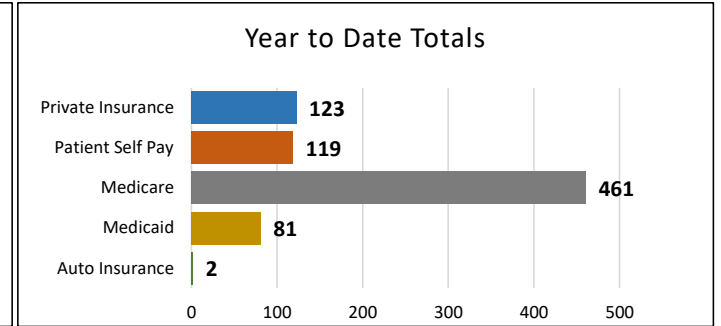
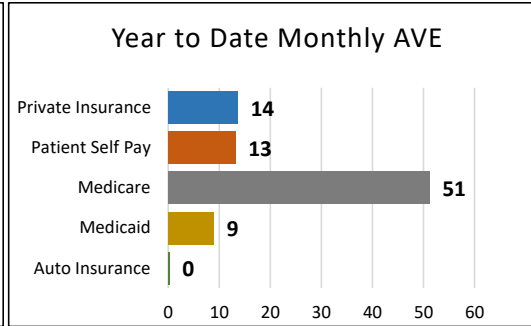
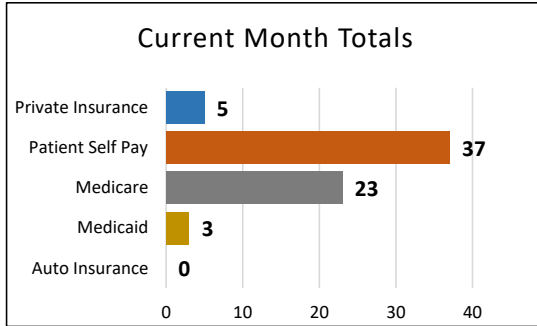
Prior 3-Year
Monthly
Average



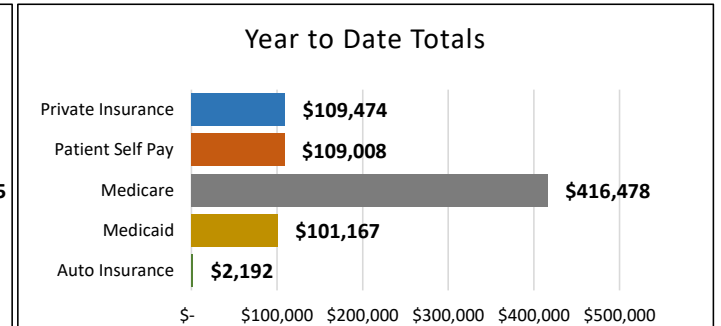
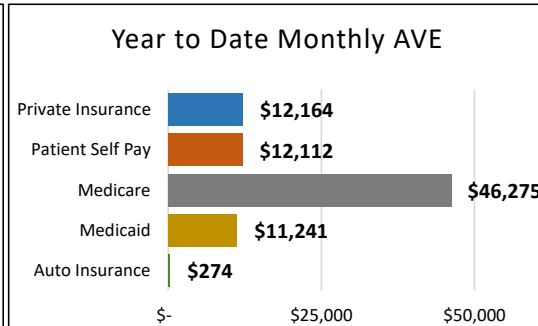
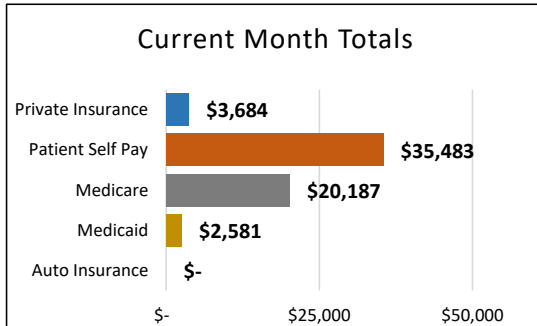


Clive Fire Department
EMS Billing Report
September
2024

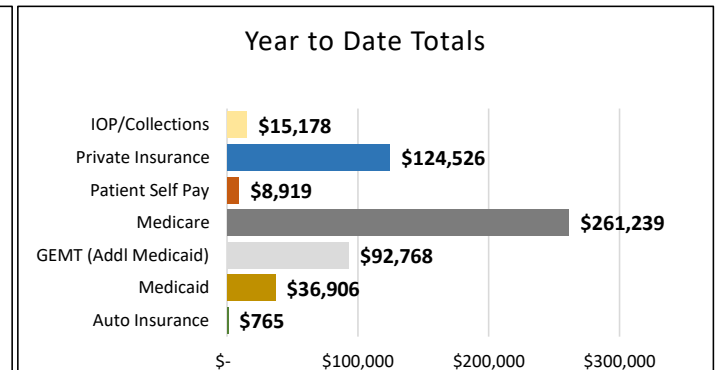
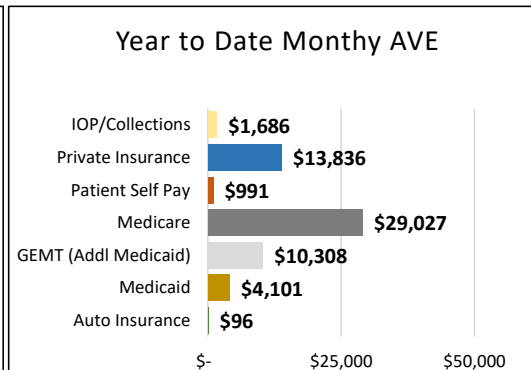
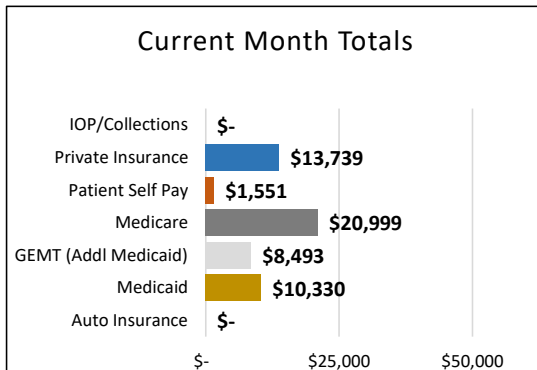
PAYOR BY TRIPS



PAYOR BY
GROSS CHARGES

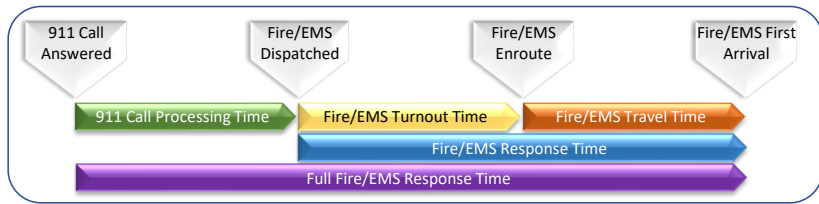


PAYOR BY \$
PAYMENTS



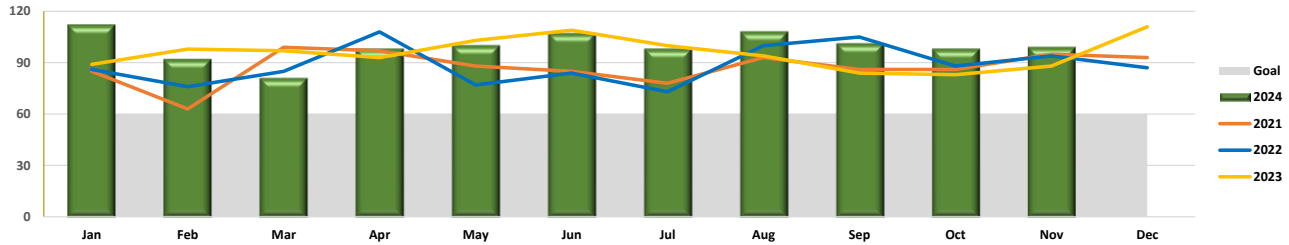


Clive Fire Department
Standard of Cover Performance Report
Performance Area: City of Clive
November 2024



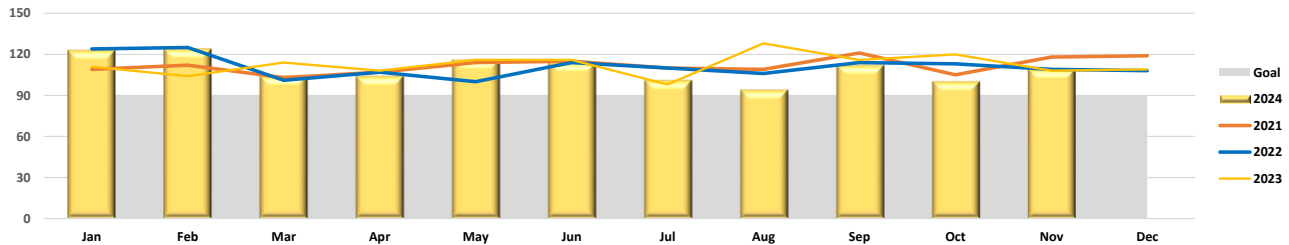
911 Call Processing Time

911 Call Received to Fire/EMS Dispatched
Goal (60 Seconds / 90% of the Time) v Performance (90%)



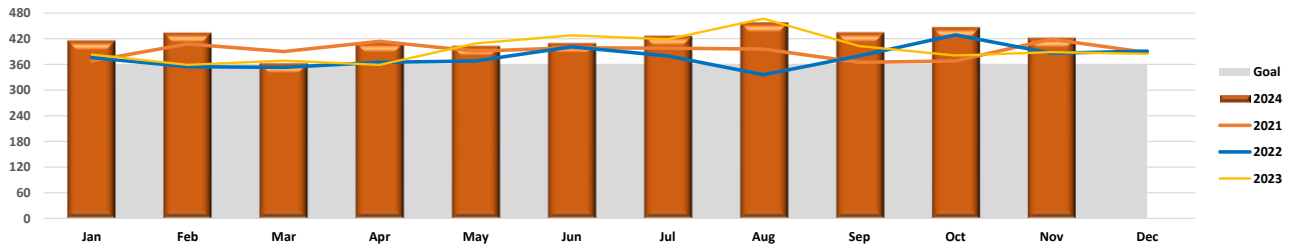
Turnout Time

Fire/EMS Dispatched to Enroute
Goal (90 Seconds / 90% of the Time) v Performance (90%)



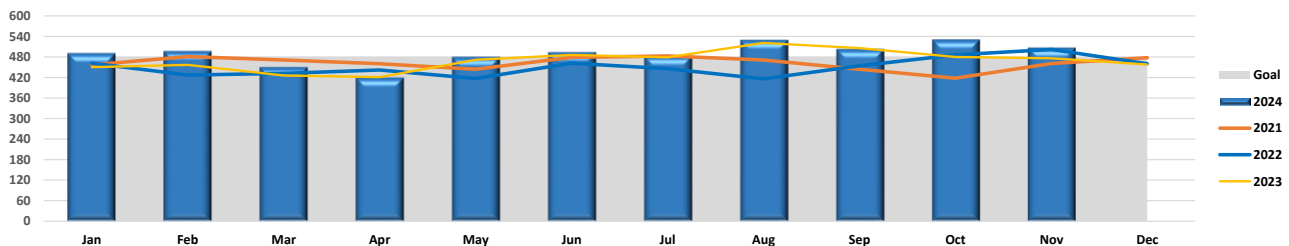
Travel Time

First Arriving Apparatus - Fire/EMS Enroute to Arrival - Emergent Incidents
Goal (360 Seconds [6 minutes] / 90% of the Time) v Performance (90%)



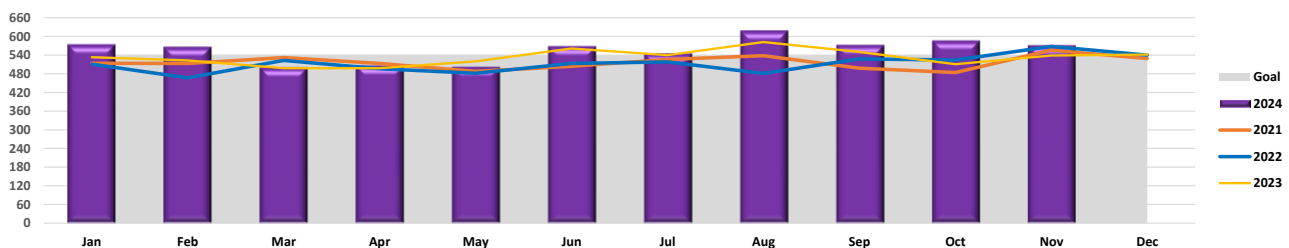
Response Time

First Arriving Apparatus - Fire/EMS Dispatch to Arrival - Emergent Incidents
Goal (480 Seconds [8 Minutes] / 90% of the Time) v 90% Performance (90%)



Total Response Time

911 Call Received to First Apparatus on Scene - Emergent Incidents
Goal (540 Seconds [9 Minutes] / 90% of the Time) v 90% Performance (90%)





Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Leisure Services Monthly Report - November 2024

SYNOPSIS:

Leisuer Services Monthly Report - November 2024

Attachments:

1. City Council Report - November 2024

Leisure Services Department

November 2024 Report



Remodel Preparations

The Leisure Services team has begun preparations for the first stage of City Hall's remodel. Library and Recreation staff have been busy downsizing, sorting and packing. Parks staff have been cleaning, repainting and moving items to the Harbach Center where Leisure Services will run daily operation during construction (more details below). The Library is making preparations to help keep patrons informed during the construction and ensure there is as little as possible disturbance to services.

Play in the Bay

Play in the Bay, now in its 3rd year, kicked off on Monday, November 11. This beloved program invites families with 0 to 6-year-olds into the Harbach Recreation Bay to burn off that extra "winter" energy. We have a wide array of engaging toys for children to play, with a storytime to wrap up.



Clive Indoor Coed Volleyball

Clive Adult Volleyball Leagues are sold out for the winter 24 - 25 season! Play began in mid-October and continues through mid-December with second season beginning in early January.

Clive Youth Basketball League

The Recreation team is proud to host one of the most popular recreational youth basketball leagues in the metro. The first season (fall) kicked off Sunday, November 3 with 121 teams participating. Second season registration closes in December with only 8 of 52 spaces left available.



Leisure Services Recreation Coordinator

We have found our new leader of Clive Aquatic Center. Lindsey Phelps was hired in early October and started employment on Monday, November 18. Lindsey brings nearly a decade of aquatic team and facility leadership from the non-profit sector. Welcome, Lindsey!

Groundskeeping

In November parks staff finished fertilizer applications to all parks and public buildings as well as removing accumulated leaves and debris. Crews also aerated sports fields and parks and removed sport nets from soccer fields, volleyball courts, tennis courts, pickleball courts and batting cages for the winter season.

Harbach Center Upgrades

In preparation for the City Hall renovations the facilities crew removed old office equipment from the Harbach Center. The team has since repainted hallways and offices, repaired lighting fixtures and cleaned carpets in the lower level. Lighting fixtures from the Special Events Building renovations were refurbished and used in the upper-level offices and meeting spaces.



Indian Hills Vegetation Work

Park's natural resource team cut Honeysuckle through the wooded section of Indian Hills between 98th and 100th Street. Once cut, the Honeysuckle stumps were treated with Glyphosate at the proper rate for stump treatments. Nuisance and aggressive vines were also cut back from desirable trees in the area.

Volunteers

Recreation hosted 10 volunteers for a total of 10 volunteer hours. The library had 45.25 volunteer hours at the main branch and 51.5 at Harbach for a total of 96.75 volunteer hours. Parks hosted a resident and his son who volunteered approximately 8 hours picking up trash and debris within the creek and trail area in the Indian Hills Woods between 100th Street and Lincoln Avenue.

2024-25 Policy Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
Greenbelt Landing Project: Bid and Construction	CC Decision: All Construction Bids Approval	Sep-24	Sep-24	LS	Done
	Army Corps Permit and EPA NEPA Approvals	Sep-24	Oct-24	LS	In Progress
	Groundbreaking Ceremony	Oct-24	Oct-24	LS	In Progress
	Kickoff small donation campaign	Oct-24	Oct-24	LS	In Progress
	Construction starts	Oct-24	Oct-24	LS	In Progress
	Substantial construction complete	Jul-25	Jul-25	LS	Not Started
	Clive Festival	Jul-25	Jul-25	LS	Not Started
	Construction complete	Oct-25	Oct-25	LS	Not Started
	Development of Programming for New GB Landing	Aug-25	Aug-25	LS	Not Started

2024-25 Policy Agenda Actions: High Priority

Target	Milestones	Orig	Rev	Lead	Status
Leisure Services Sign-Up System: Direction, Funding and Implementation	Recommence research on possible platforms	Oct-24	Oct-24	ACM/LS	In Progress
	Identify the preferred platform	Nov-24	Nov-24	ACM/LS	Not Started
	Prepare request for FY 25-26 Budget	Dec-24	Dec-24	ACM/LS	Not Started
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM/LS	Not Started
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM/LS	Not Started
	Platform purchase	Jul-25	Jul-25	ACM/LS	Not Started
	Project kickoff	Aug-25	Aug-25	ACM/LS	Not Started
	Implementation completed	Mar-26	Mar-26	ACM/LS	Not Started

2024-25 Policy Agenda Actions: Moderate Priority

Target	Milestones	Orig	Rev	Lead	Status
82nd Trail Connection - Land Acquisition, Design and Funding	Develop high level trail alignment concept	Oct-24	Oct-24	LS	In Progress
	CC Presentation: Trail Concept	Oct-24	Nov-24	LS	In Progress
	CC Decision/Funding: Request Funding for Trail Design	Dec-24	Dec-24	LS	Not Started
	Begin Trail design, either in-house or consultant	Jan-25	Jan-25	LS	Not Started
	Design - 50% Complete	Aug-25	Aug-25	LS	Not Started
	Design - 100% complete	Sep-25	Sep-25	LS	Not Started
	Trail Construction Funding: CIP Request	Nov-25	Nov-25	LS	Not Started

2024-25 Policy Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
Publicly Owned Pond Maintenance - Shadow Creek and Others: Neighborhood Expectations and Engagement	Prepare plan/report for the neighborhood meeting	Sep-24	Sep-24	LS	Done
	Meeting w/ Shadow Creek Pond residents	Sep-24	Sep-24	LS	Done
	Prepare policy statement on pond management	Nov-24	Nov-24	LS	In Progress
	CC Decision: Policy Statement for Adoption	Dec-24	Dec-24	LS	Not Started
	Funding: Prepare funding request for aeration (if need)	Dec-24	Dec-24	LS	Not Started
	Budget Workshop: FY 25-26 Budget Direction	Feb-25	Feb-25	LS	Not Started
	Prepare pond mgmt plan covering all city ponds	Apr-25	Apr-25	LS	Not Started
	CC Decision: FY 25/26 Budget Approval	Apr-25	Apr-25	LS	Not Started
Dog Park: Concept, Best Practices, Options, Locations, Direction and Funding	Communicate mgmt plan to all adjacent property own	May-25	May-25	LS	Not Started
	Report on best practices	Nov-24	Nov-24	LS	Not Started
	Develop a program and concept for a Clive dog park	Feb-25	Feb-25	LS	Not Started
	Identify potential locations for dog park (3)	Apr-25	Apr-25	LS	Not Started
	Develop cost estimates for each potential location (3)	Jun-25	Jun-25	LS	Not Started
Greenbelt Strategic Land Acquisition: Direction and Funding	CC Presentation/Direction: Dog Park Concepts	Aug-25	Aug-25	LS	Not Started
	Develop document of potential land acquisitions	Apr-25	Apr-25	LS	Not Started
	Prioritize highest priority targets for acquisitions	Jun-25	Jun-25	LS	Not Started
	Apply for REAP grant	Aug-25	Aug-25	LS	Not Started
	CC Presentation/Report: Broad Plan and Future Steps	Aug-25	Aug-25	LS	Not Started
	Begin first acquisitions	Oct-25	Oct-25	LS	Not Started
	First Acquisitions completed	Mar-26	Mar-26	LS	Not Started

2024-25 Management Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
City-Owned Flood Buyout Property - Short-Term Re-Use Strategy for Temporary Park	Survey of potential park uses	Sep-24	Sep-24	LS	Done
	Prepare conceptual plan for temporary park uses	Dec-24	Dec-24	LS	In Progress
	Present conceptual uses to Parks, Rec, Art Board	Jan-25	Jan-25	LS	Not Started
	CC Presentation/Decision: Park Conceptual Plan	Jan-25	Jan-25	LS	Not Started
	Completion of first phase of improvements	Jun-25	Jun-25	LS	Not Started
	Completion of second phase of improvements	TBD	TBD	LS	Not Started

Linnan Park A) Park Redevelopment B) Harbach Blvd - Phase 2 Concepts C) Stormwater Plan	A. Amenity survey for playground, shelter, spray	Sep-24	Sep-24	LS	Done
	A. CC Presentation: Survey Results of concepts	Oct-24	Oct-24	LS	Done
	A. Public Meeting on updated concepts, Harbach	Oct-24	Oct-24	LS	In Progress
	A. 50% Design reviewed by staff	Nov-24	Nov-24	LS	In Progress
	A. 90% Design reviewed by staff	Dec-24	Dec-24	LS	Not Started
	A. Finalize Land Acquisition for Park	Dec-24	Dec-24	LS	Not Started
	A. Funding: Apply for Prairie Meadows Grant	Feb-25	Feb-25	LS	Not Started
	A. Site Plan Submittal	Feb-25	Feb-25	LS	Not Started
	A. Design 100% Plan set completed	Feb-25	Feb-25	LS	Not Started
	A. Bid docs, plans and specifications completed	Mar-25	Mar-25	LS	Not Started
	A. CC Decision: Site Plan, Plans and Specs, Bids	Apr-25	Apr-25	LS	Not Started
	A. Construction Starts	May-25	May-25	LS	Not Started
	A. Groundbreaking ceremony	Jun-25	Jun-25	LS	Not Started
	A. Construction completed	Jun-26	Jun-26	LS	Not Started
	B. Staff presented concepts by SmithGroup/V&K	Sep-24	Sep-24	LS	Done
	B. Revisions of concepts	Oct-24	Oct-24	LS	In Progress
	B. Final concepts from consultant	Nov-24	Nov-24	LS	Not Started
	B. City Staff starts design based off concepts	Jan-25	Jan-25	LS	Not Started
	C. Report: Draft report from consultant delivered	Sep-24	Sep-24	LS	In Progress
	C. Final Report: Consultant delivers final report	Nov-24	Nov-24	LS	Not Started

2024-25 Management Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
Aquatic Center Programs Strategy: Pool Scholarship Program and Regional Pool Pass	Review local and national best practices/report	Feb-25	Feb-25	LS	Not Started
	Draft proposed scholarship program, eligibility/cost	Jul-25	Jul-25	LS	Not Started
	Direction: Present program to Parks, Rec, Art Board	Aug-25	Aug-25	LS	Not Started
	CC Decision: Aquatic Center Scholarship Prog App	Aug-25	Aug-25	LS	Not Started
	Work w/ Clive Comm Foundation fund development	Aug-25	Aug-25	LS	Not Started
	Program implementation	Jan-26	Jan-26	LS	Not Started
Recreation Revenue Recovery Guidelines: Direction	Research best practices and develop report	Jan-25	Jan-25	LS	Not Started
	Develop proposed guidelines for the program	May-25	May-25	LS	Not Started
	Present proposed guidelines to Parks Board	May-25	May-25	LS	Not Started
	CC Presentation: Proposed policy/guidelines	May-25	May-25	LS	Not Started
	Revise policy based on Parks and CC feedback	Jun-25	Jun-25	LS	Not Started
	Parks Board adoption of guidelines	Aug-25	Aug-25	LS	Not Started
	CC Decision: Recreation Revenue Guidelines Adopt	Sep-25	Sep-25	LS	Not Started



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: December 12, 2024

RE: Police Department Report - November 2024

SYNOPSIS:

November 2024 monthly report

Attachments:

1. Monthly Report November 2024



Clive Police Department Monthly Report

November 2024

Compiled : 12/04/2024

All suspects listed herein are
innocent until proven guilty.

CLIVE PD CELEBRATES YEAR 3 IN CPSC



This month the Clive Police and Fire team celebrate the third anniversary inside the new, state of the art, Clive Public Safety Center (CPSC). Opened in 2021, our new headquarters (Code named "Hill Street Station") provides the space we need for day-to-day operations and affords us the opportunity to hold and host training, onsite, allowing more officers to seek advanced classes, while helping out the training budget. When we host these classes, we often receive free or reduced cost seating in the class. The design and flow of the building has also helped with our ability to interact with everyone, supports the functions of both Patrol and Criminal Investigations, and allow Professional Staff the ability to interact with the officers, which streamlines their procedures. We will also be able to share space as City Hall and the Library begin reconstruction in early 2025. Several staff will be reassigned here and we will host the Council for meetings while the construction of the new chambers occurs.

DEPARTMENT AWARDED CALEA REACCREDITATION

The week of November 12th through 17th, Clive CALEA Manager Jeff Miller attended the annual Commission on Accreditation of Law Enforcement Agencies (CALEA) conference in Jacksonville, Florida. CALEA is a national accreditation program, considered the "Gold Standard" in policing. As a department, we are reviewed and

checked for compliance in 190 areas to ensure that we are adhering to best practices. While first accredited in 2020, we completed our four-year commitment to achieve reaccreditation earlier this year. On November 16th, Jeff was joined by Chief Rehberg and Capt. Herzog for a hearing before of the CALEA Commission

where the award was approved. Our report and the assessments of the department were found to be "nearly perfect" by the commission, and much of that effort was led by Jeff. Job well done sir!



This Month's Highlights

HAPPY ANNIVERSARY CPSC 1

PD RECEIVES 2nd CALEA AWARD 1

State Librarian Arrested 2

CFMH Program Update 2

New patrol cars to hit the street 3

CIT Staff added 4

Employee Spotlight 4

BAC of the month

On 11/08/24, Officer Recchia was investigating an incident at World Liquor, when the suspect, Jeremy Amerison-Smith, 35 of Clive, attempted to flee the scene. In doing so he struck Officer Recchia with his car door. After a short pursuit, Amerison-Smith was arrested for Assault on a Police Officer and OWI. A blood draw warrant was issued and his alcohol result was **0.267%**, over three times the legal limit in Iowa.

Detective Coleman Certifies two new Crime-Free Multi-Family properties



During the month of November, Detective Maurio Coleman conducted a training course for multi-family dwelling property owners, to help them with certification and participation in the Crime Free Multi-Housing safety campaign. Maurio has been a big part in starting and maintaining this program, along with his duties as a Clive Detective. As a part of this program, property owners of multi-family rental units agree to

comply with safety strategies, better address residency requirements and screening methods, as well as work with law enforcement to ensure compliance.

The McCoy at 80/35 was the first property to comply, with the Vibe at 80/35 following through on this commitment the next week. They join with Stonegate Crossing as the only three CFMH partners within the city.

State Librarian Arrested on Capitol Complex

On Nov. 6, the Clive Police Department arrested 53-year-old Michael Lynn Scott, of Clive, for Dissemination of Obscene Material to a Minor as part of an ongoing investigation. Mr. Scott had been communicating through a messaging app, with whom he thought was a 14-year-old male. In this case,

he was "talking" to a Deputy with the Orange County Sheriff's Office in Florida. During these communications, graphic video and still images were sent by Mr. Scott to the deputy. Because Mr. Scott is a resident of Clive, the information was sent to the Clive Police Department. Officers McGilvra and

Jennett located Scott at the State Library on the Capitol Complex, where Scott was employed. He was taken into custody and transported to the Dallas County Jail. This is another example of the work that Officer McGilvra does in his assignment as a part-time Cybercrime investigator. Dissemination



is a Serious Misdemeanor or punishable by fines, jail and registration on the State sex offender registry for a period of 10 years.

New Scheduling Software for PD

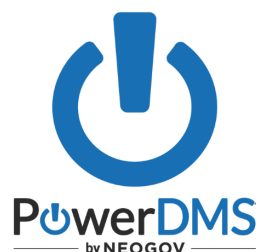
For years, the Clive Police Patrol Division has been using Excel Spreadsheets to plot out scheduling and track days off for its patrol officers. This worked well when computers were "new" to policing, but over the years, things streamlined and new programming and apps were created to assist in many of the day-to-day issues we had.

Ensuring street coverage

and making sure time off was adequately tracked was problematic, to say the least, with an Excel program. Add in the need to cover shifts and approve time off, and Excel was no longer an option for us.

PowerTIME, a NEOGOV program was evaluated and proved to be a viable and cost effective solution. This new program allows officers to track their work hours, request time off and notifies

supervisors of shortages. Every officer now has the most updated information at their fingertips and this has enhanced communication at all levels.



DUTCH CONTINUES TO IMPRESS

On November 13th, Dutch was called to assist on a traffic stop for the Iowa State Patrol. Following a "free-air" sniff on an offender vehicle, Dutch alerted to the odor of narcotics. A subsequent search of the vehicle yielded Marijuana and \$20,000 in United States Currency. Dutch continues to be one of the most requested K9's in the metro due to his attitude, ability and training.





NEW PATROL CAR DESIGN COMING SOON



For the last several years, Clive has fielded black and white police cars. That paint scheme is no longer cost effective as a factory paint option, so we had been limited in recent years to wrapping the doors in white vinyl. This has caused an added expense and the result, over time, is damage to the vinyl that peels from the door and becomes unsightly. Beginning with our new builds, we will go to an all black patrol car, with a new color scheme. This change will allow us to see a cost savings, while adopting a distinct design from other agencies in the metro area. Keep your eyes open for this new car on the street!!

City Staff Team Up for Volleyball



On November 25th, city staff from PD, FD, Leisure Services and City Hall, joined forces to challenge the kids at Crestview to a friendly game of Volleyball. We're not sure who won, but there will be a rematch later in the school year.



TRAINING NEWS:

At the end of October, the department hosted an Unmanned Aerial Vehicle (UAV) Pilot training course presented by Kansas State University. 11 city staff were trained as new drone pilots in the course, along with others from the metro area. This past November, Officers Townes, Dolsen, Annis, and Lamp all passed their FAA certification to become drone pilots. They join Officers McGilvra and Jennett as certified UAV operators. This skill will aid us in suspect and victim location, crime scene processing, accident investigation and many other areas. Watch for updates as we expand our drone program to help better protect the community.

Coming soon to Amazon Prime...



If you subscribe to the Amazon prime video streaming service for television, keep an eye open for the next Clive case to be covered in a documentary. Kansas City Chiefs Superfan, Xavier Babudar, a serial bank robber, who hit the same Clive bank twice, is featured in the documentary "ChiefsAholi: A Wolf in Chiefs Clothing." This documentary follows Babudar as he traveled the Midwest, committing bank robberies to fund his passion for gambling and so he could follow his beloved football team, the Kansas City Chiefs. Babudar was convicted and sentenced in Federal Court following his convictions for hitting banks in Minnesota, Iowa, Oklahoma and others. Body camera and bank footage from the case was used in the making of this show. This is the second recent case in Clive to be featured on television. The first was the December 2019 incident where a young girl was intentionally hit by a driver near Indian Hills Jr. High. Investigation Raw aired on A & E in 2023.





Clive Police Department
8800 Hickman Rd.
Clive, IA 50325

Call 911
Administrative Phone: 515-278-1312
Westcom Dispatch 24/7 515-222-3321



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Clive PD Fast Stats Comparison

	2024	2023
Calls for Service	1140	1061
Traffic Citations	174	107
Adult Arrests	51	47
Juvenile Arrests	3	4
Incident Reports	144	129
Injury Crashes	4	4
Property Damage Crashes	44	38

CRISIS INTERVENTION TEAM ADDS MENTAL HEALTH PROFESSIONAL

Sarah Cunday has joined our Crisis Intervention Team (CIT) unit as a Mental Health practitioner. She is a recent graduate from Arizona State University with a degree in Social Work, and moved to Iowa to begin her career as a Mental Health Professional. While technically employed by Inside-Out Wellness in Woodward, she has been assigned as the permanent partner for Officer Kelly Recchia, our CIT officer. They have already made an impact in the community with those who require mental health services, and are engaging with a growing homeless population. Having these two in a position where they can spend the time on these calls and find diversion opportunities frees up other officers for more pressing calls for service.

EMPLOYEE SPOTLIGHT



Sergeant Trent Weiler joined the police department in December of 2009, after a short career in the retail sales field. He is a graduate of Cen-

tral College in Pella, where he ran cross country. Trent is married and has two children.

Trent serves as the day shift patrol supervisor and as a Bike Patrol instructor for the Iowa Law Enforcement Academy. He has held prior assignment as a patrol officer and Detective. Trent is also a Trilogy Award recipient from the FBI-LEEDA, Leadership program.

HIRING UPDATE

We have been finalizing the background checks on applicants and have included home visits as part of the interview process. These types of visits are valuable tools in a recruitment process and we gain much insight into the lives of those who wish to join the Clive Police Department. Being able to witness a person in "Their personal space" allows us to form opinions and ensure that they are accountable to themselves, the background process, and to a larger sense the department. Understanding the elements of a persons life outside of policing, is an important factor is selecting the right person for the job. We will be holding final interviews in early December and will try to have a new officer selected to start in early January. This next officer will then attend a May 2025 academy class at the Iowa Law Enforcement Academy.

Our authorized Sworn staff is 29 officers.



Memo

TO: Mayor and Council members

FROM:

DATE: December 12, 2024

RE: Public Works Monthly Report - November 2024

SYNOPSIS:

Attachments:

1. November 2024 Monthly Report

Clive Public Works

November 2024

Monthly Report



November Events

- **November 1st**— Staff had training on valve turning.
- **November 6th**— Jerry Freestone held his monthly training and the topic was Right to Know.
- **November 7th**— Iowa Excavation Safety Summit was held at the Fairgrounds.
- **November 11th**— Jeff May held his Monthly Department Meeting.
- **November 13th**— Operators Jonah Crilly, Chris Saltmarsh and Josh Tatman attending pesticide training.
- **November 15th**— Staff sent letters as required by the EPA to 45 houses that reported galvanized service lines.
- **November 21st**— Iowa Better Concrete Conference in Ames. Attending: Jeff May.
- **November 21st**— Metro Public Works Meeting. Attending: Jerry Freestone
- **November 26th**— All staff participated in a Thanksgiving potluck

ROW Permits in Nov 2024

Type of permit	Number issued
Fiber	1
Cable Drop	27
Right of way	3
Small wireless facilities	0

2023-2024 Clive Strategic Plan

Not Started is shown in Red **In Progress** is Shown in Blue **Completed** is Shown in Green **Changes Shown in Bold**

2024-25 Policy Agenda Actions: Top Priority

Hickman Road & I35/80 Interchange Project (JM) – This is an Iowa DOT project. Clive and Urbandale worked together to add some additional elements to the project. The additional elements include pedestrian and bicycle facilities, stormwater management, aesthetics, and gateway/landscaping improvements. The cities contracted with Snyder and Associates to provide the additional elements for the project along with access management and funding strategy considerations. Most of the elements included in the original Professional Services Agreement with Snyder and Associates were completed and Council approved a Professional Services Agreement (PSA) Amendment for the design of the additional elements at the January 12, 2023, Council Meeting. Snyder is working on the design work for the additional elements for the interchange project. Additionally, staff has confirmed with the IDOT that the \$2.5 M in STBG funds and \$800K in TAP funds received for the project will be credited to Clive and Urbandale's funding contribution. Staff has obtained the easements needed to connect the trail on the north side of Hickman to the Greenbelt Trail. An application for State Recreational Trails (SRT) Grant was submitted. An application for a REAP Grant was submitted for the trail connection to the Clive Greenbelt and staff was notified that the project scored very well but was the first project to NOT receive funding. Staff submitted a Federal Recreational Trails grant application. An application for a \$25M RAISE grant has been submitted. If successful, the grant would cover all of Clive and Urbandale's project costs and any the remaining grant would be used by the Iowa DOT. The first phase of this project was let on July 16, 2024. The contractor has started work on the first phase of this project. The trail has been closed and will be closed through 2025. Phase 2 of the project will be let in July of 2025.

Alice's Road Reconstruction: Funding, Planning & Conceptual Design w/ Waukee (JM/JH) – Clive is the lead on this project. Staff reviewed RFQ's and selected Snyder & Associates (Snyder) for the design work. Staff worked with Waukee and Snyder to identify the scope for the Professional Services Agreement (PSA) and Council approved the PSA in the amount of \$1,937,000, at the January 11, 2024, Council meeting. Waukee has submitted STBG grant requests for this project and received \$1.5M that will be utilized in Phase 2. Clive submitted an STBG grant and received \$500,000 for the Phase 3 project. Snyder updated and discussed the project with Clive Council at the April 11, 2024 Council meeting. Snyder updated and discussed the project with Waukee at their May 13th workshop. A Public Meeting was held in Waukee on June 11th. Phase 1 has been divided into two projects, Phase 1A and Phase 1B, with Phase 1A reconstructing Alice's Road from south of Horizon to just south of Dellwood and Phase 1B from south of Dellwood to south of Douglas. In addition, the intersection of Berkshire and Douglas has been broken into a separate phase. The design of that intersection will require a PSA for the work and will be presented to Council this fall. Snyder and staff have met with property owners to discuss easements and property acquisitions. **Staff discussed the project with Council during the November 7, 2024 CIP workshop. Staff is currently working with the consultant on acquisition documents.** Phase 1A is planned to be let in February of 2025 with the intent that it will be completed by November of 2025.

2024-25 Policy Agenda Action: Low Priority

Little Walnut Creek Restoration Project (RT) – At the January 12, 2023, Council Meeting, Council approved a PSA with Stantec for the streambank restoration design, trail design, mitigation banking and ecological restoration and Stantec is currently working on the design elements. The design and construction was coordinated with the construction of the Waukee NE Outfall Sewer. Council approved an amendment to the PSA with Stantec at the May 4, 2023, Council meeting. Staff provided Council with a project update at the August 10, 2023 Council meeting. **The City awarded the east streambank improvements project to Iowa Earth Works at the December 14, 2023 City Council Meeting in the amount of \$762,452.95, which was 51% below the project estimate. The contractor is currently working on the project. Council approved an addendum extending the date for substantial completion to December 31, 2024 to accommodate the delay in obtaining the DNR permit.**

Staff expects final plans for the east trail construction/reconstruction in December of 2024. The City has received 90% plans for the west stream bank improvements and Stantec is working on 90% plans for the west trail . The draft prospectus for the Mitigation Banking has been accepted and Stantec is working on updating the draft banking element of the project. In addition, Stantec is working on the ecological restoration portion of the project.

Current Construction Schedule:	East Streambank work	2023-2024
	East Trail reconstruction	2025
	West Streambank work	2025
	West Trail construction	2026

Street Services Level and Projects Strategy: PCI Data and Study Update (JM) – This includes an update of the PCI data and an update of the maintenance, rehabilitation and reconstruction costs included in the 2017 Study. The project will also include training of Clive’s Civil Engineer for the dTims software used to keep the PCI data. **Staff will include a Professional services agreement for the update on the December 12, 2024 Council Agenda.**

2024-25 Management Agenda Actions: Low Priority

WRA Parallel Trunk Sewer (JM) – The WRA is preparing to install a parallel trunk sewer that will pass through the Clive greenbelt from NW 73rd Street to west of NW 128th Street where it crosses Hickman Road into Urbandale. Staff met with the WRA’s consultant on August 7, 2023. Staff received 60% plans and met with the Consultant on July 25’ 2024 to go over the plans. The WRA consultant has been working with impacted residents and has changed the alignment due to those discussions. Staff is currently waiting on the revised 90% plans for Phase 1, from west of I35/80 to the west/northwest. The Consultant will complete the acquisition plats in November and will begin contacting property owners. Phase 1 is planned to be let in July of 2025. The 60% plans for Phase 2 will be provided in January/February of 2025, with the Phase 2 letting planned for the spring of 2026.

Plan for Converting Radio to Fiber Communications in Water Distribution System (JF/KF) – The City currently utilizes radio communications for meter reads and water system information. Staff has identified the fiber needed to connect the entire system with fiber and is talking with Waukee and West Des Moines to inquire about the availability of fiber in their systems to provide some redundancy for our fiber system. The plan is to have a plan and an estimate for the 2025 CIP process.

Public Work Lobby and Breakroom Security (JM/JS) – This includes improvement to the Public Works breakroom, lobby, and security. **The plans are finalized, and staff is obtaining permits and starting preparation for the remodel.** Construction will be completed in the winter of 24/25.

University Boulevard Pump Station Relocation Project (JH/JC/KF) – This project includes the upgrading of the pump station controls and the covering of the station. Council approved a PSA with Snyder and Associates and the design process started with a kickoff meeting on April 21, 2022. The consultant is working on the project and has identified 2 options. Staff met with Snyder on April 18, 2023, and discussed the options. Snyder met with staff on August 2nd to review the preliminary plans. Staff met with Snyder on March 28, 2024. Snyder is updating the opinion of probable cost (OPC) and will finish preliminary plans in preparation for submitting a mitigation funding grant. Doug Ollendike obtained state assistance on preparation of the grant and staff has started working on the grant application process. **Staff presented an addendum for the design of the pump station relocation to Council at the November 14, 2024 Council meeting and currently working on preparation of a BRIC Grant submittal.**

Snow Removal Policy and Related Ordinances (JM/JF) - This includes a review of the City's Snow Removal Policy and related Ordinances. **Staff plans to collect data over the 24/25 winter.**

Right-of-Way Management (A) Small Wireless Facilities Policies: Revision (JM/JF/JA) – Small Wireless Facilities (SWF) – Council approved the revised policy at the November 9, 2023, Council Meeting. **(B) ROW Policies for Private Infrastructure (JM/JF/JA)** – Staff is working on the fiber/ROW policy.

Herbicide & Pesticide Policy (MS4 Review) (JM/RT) – One of the items identified in the last MS4 review was the need to make sure we are not applying more herbicides and pesticides than are actually needed. Staff will be reviewing our operations to see what changes are needed to ensure we are only applying what is needed and making recommendations on how we should proceed with chemical applications in the future. Staff is reviewing the final draft of the report and will submit the report to the City Manager.

2024-25 Management In Progress

Public Works Certification (JF) – This is an on-going project. Two years ago the City implemented certification incentives for water and wastewater certifications. We continue to work with staff to obtain the available certifications. The City hosted a sanitary sewer collection system certification test and had 9 employees receive their Collection System Grade 1 and 1 received their Grade 2. Another employee has received their Grade 3 water distribution certification.

Staff CDL Training Program (JM/JF) – New requirements for obtaining a Commercial Driver's License (CDL) have been established that include online training and classroom training. The costs and time associated with obtaining a CDL become an issue. In addition, hiring new staff that already have a CDL has become difficult. Staff has researched options and has found a company in Ankeny, CDL Now, that provides the necessary training and provides the truck for their students to drive. The cost is \$1,050 per person, which is less than half of other options. Two Public Works employee have obtained their CDL through this company and based on how well this company has worked, staff will formalize a policy and present it to Council.

Service Work Order Mobile App: Implementation (JF/KF) – Staff is currently using the app for meter reads. Staff continues to expand the use of the app to new construction and problem lists.

Large Meter Replacement (KF) – The City was previously replacing large meters that had reached the end of their service life and reached the point where no more needed to be replaced. We are now to the point where we need to start replacing large meters again. Staff continues to work on large meter replacements.

Clive Detention Basins and Ongoing Development Basins Maintenance/Repair Schedule (RT) – Staff has completed inspections of all public basins. Staff still need to inspect the private basins. Staff is working on a maintenance plan.

Lead/Copper Service Line Inventory Survey Completion (KF) - EPA released rule revisions that require cities to complete an inventory of the water services in their communities. The revision requires this inventory to be completed by October 16, 2024. Clive has required all services installed since 1999 to have copper services. This means all services installed prior to 1999 must be inspected. Staff has created a survey that can be completed by homeowners to assist with the identification of the services. Information on the survey was sent out to residents in the October Newsletter. Staff sent out the first postcard campaign to encourage residents to provide the City with information on their services and received a very good response. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200. Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. **The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions.**

Traffic Not Stopping at Stop Signs Policy (JM) – Staff is finishing up a draft policy and plans to present it to Council for discussion.

MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT) – This is the annual report that must be submitted to maintain the City’s MS4 permit. **Staff is working on the annual report that will be submitted in December of 2024.**

Development Infrastructure Policies/SOP (JM) – Staff is working on these policies.

Informational Handouts for Private Improvements (JM/JH/JF) – Staff is finalizing the handouts.

Railroad Crossing Swanson Blvd Rehab: Evaluation Report (JH/JC) - **Staff is working on identifying funding opportunities and working with CBI on their private spur.**

Stormwater Sewer Shed Development: Review (RT) - **Staff will complete the review of the stormwater sewer shed.**

Harbach District 1/Harbach Blvd Stormwater Pilot Program: Re-Evaluation (RT) - **Staff will review the Pilot Program.**

2024-25 Major Projects

Annual Soil Quality Restoration (SQR) Citywide Cost-Share Program (JM/JMc) - **Staff is finalizing the 2024 program.**

Annual GridSmart Detection at 128th & Sunset (CS) – This has been completed.

Annual 2024 ACT Cabinet: Installation (JF/CS) - This project included the replacement and relocation of the cabinet at NW 86th & Franklin. This project was a holdover from 2023 that required additional funding due to the relocation and the need for an easement. This work will be completed by the end of 2024.

Clark and NW 101st Crosswalk Replacement: Completion (JF/JS) - **Staff has completed the replacement of the crosswalk. Some minor restoration work remains.**

Completion of ACT Traffic Cabinets Replacement: Funding (JF/CS) - **Staff has included funding for the completion of the replacing/upgrading the remaining traffic cabinets to ACT cabinets in the upcoming CIP.**

Annual Berkshire and Boston Street Light LED Relamp (CS) – The 2024 relamp has been completed.

2024 Walk/Don't Walk Countdown Signals: Installation (CS) – The materials have been received and staff will complete the installation by the end of 2024.

Public Works/MWA Recycling Pad Signage (JH/JS) – Staff has finalized the design and has submitted the drawings to the MWA to confirm that the design is acceptable to the MWA. Staff has reached out to the MWA to confirm the final design and the MWA has requested another copy of the plans. Final plans have been completed. Staff has completed pouring the pad, sidewalk, and approach. The contractor has installed the fence, and the pad is currently in use. Staff will complete restoration and install signage in the Spring.

Annual 2024 Pavement Rehabilitation Projects (JH/JC) – This project was awarded at the February 8, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$591,506.25. The preconstruction meeting was held on March 12, 2024. The Contractor has completed the work on this project. Staff is working on closing out the project. **(B) Arterial PCC Patching** – This project was awarded at the February 1, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$985,337.50. The contractor has completed the work on this project and staff is working on closing out the project. **(C) Asphalt Overlay** – (A) The project was awarded at the March 14, 2024, to Des Moines Asphalt in the amount of \$508,646.30. A preconstruction meeting was held on April 18, 2024. The contractor has placed the asphalt overlay, sidewalks, and ramps. The contractor has completed the work on this project. (B) A second asphalt overlay project on Country Club Boulevard was let and awarded. **The contractor will not start on this project until the spring of 2025.**

Hickman Road & NW 161st Street Traffic Signalization Project Design (JH) – This is a shared project between Clive (75%) and Waukee (25%). The City of Clive (Clive) approved a site plan for the construction of a new Fareway store at the intersection of NW 161st Street and Hickman Road. As part of the Iowa DOT review, the DOT required that the intersection be signalized and the first intersection to the east be closed. The DOT said it would allow the store to open prior to the completion of the improvements, but the improvements need to be installed as soon as possible. Staff approved a PSA with Snyder & Associates for the signalization, median modifications, and some improvements on the south side of Hickman. Snyder completed the 90% plans and submitted them to the Iowa DOT for review. Due to new development being proposed on the southeast corner of the intersection, Clive and Waukee have requested that the improvements on the south side of Hickman be removed from this project and the project proceed with the signalization and median improvements. The improvements on the south side of Hickman will be let in a separate project and will include the completion of the street with a divided median from Hickman south to the corporate limit. Bids were received and the contract was awarded at the April 27, 2023, Council Meeting. The work has been completed and the signals are active.

NW 99th Court Reconstruction (JH/JC) – This project was added during the CIP approval process. Staff is waiting on survey needed to start the design of the improvements. Staff held a preliminary public engagement meeting with the residents on September 13, 2023. Staff held a preliminary public engagement meeting with the residents on September 13, 2023. This project was awarded at the February 8, 2024 Council meeting, to Mainline Construction in the amount of \$1,521,703.44. A second public engagement meeting was held with residents on Tuesday, March 5, 2024. The preconstruction meeting was held on March 14, 2024 and the contractor started working on the project on April 29, 2024. **The contractor completed the work on stages 1, 2 and 3 on time and received the incentive for all 3 stages. The contractor has completed the restoration on this project but did not meet the completion date for all work (November 8, 2024).**

Emerald Isle Drive Reconstruction (JH/JC) – The developer plans to complete the sanitary sewer connection for the car wash this year. Street construction will start in the spring of 2025.

Annual Stormwater Restoration Projects: Completion (RT) – PW staff is finalizing the work on this project which included a WQI Grant for work on a basin north of Little Walnut Creek and South of NW 168th Street.

2021-22 Annual Sewer Lining Program (JM) – This project is currently under contract with AccuJet and had a completion date of March 31, 2022. The preconstruction meeting was held on November 29th, 2021. The contractor encountered issues and is struggling to complete the project. There is still 1 sewer main left to line and some spots to touchup on this project. Staff has contacted the contractor and requested immediate completion of the work. The contractor is not responding to our calls. Staff has completed the review of AccuJet's work and is finalizing the identification of the deficiencies. Staff will then work with the City's legal staff to contact the bonding company to complete this project.

2024-25 Annual Sewer Lining Program (JM) – **The Public Hearing was set at the November 14, 2024, City Council Meeting. Bids were received on December 3, 2024 and will be presented to Council at the December 12, 2024 Council Meeting.**

Automatic Valves at Hawthorn, NW 86th and NW 118th – Replace valves and vaults – (KF) – The valves are approaching the end of their service life, and the maintenance has increased. Replacement parts are very difficult to find if they are available at all. The Hawthorn valve has been replaced and the replacement of the other 2 valves has been included in the FY 25 budget. **Staff is working to schedule the install of the valves.**

NW 114th Street Reconstruction (JH/JC) – This project includes the reconstruction of NW 111th /NW 114th from where the pavement currently narrows to the Walnut Creek bridge. The reconstruction will include the addition of a turning lane. Staff has met with the 3 impacted businesses. Staff has completed the final design for this project and bids will be received on January 25, 2024. This project was awarded at the February 1, 2024 Council meeting, to the Alliance Construction Group in the amount of \$1,349,523.50. The preconstruction meeting was held on April 2, 2024 and the contractor started removals on April 23, 2024. The contractor could not start working on utilities until MidAmerican completed their relocation work. MidAmerican did not complete their relocations until Labor day. This project was delayed almost 8 weeks by MidAmerican's relocations. The contractor has completed stage 1 and stage 2 and the street is now open. The delays caused by MidAmerican will require stage 3 be completed in the spring/summer of 2025.

Annual City Owned Street Light Pole Painting (2025): Completion (JF/CS) - This will be completed in the summer of 2025.

Flashing School Safety Systems at Douglas Ave and Shuler Elementary (JF/CS) - This project includes the replacement of the school zone flashers. The funds to replace of the flashers will be included in the FY 26 budget request.

Forest Ave Water Main Replacement: Completion (JC) – Plans are complete and the project is scheduled to be let in January of 2025.

NW 142nd and University Intersection Replacement (JH) - This is part of the 2025 Arterial PCC Project.

NW 86th Street Light Cabinet Replacement (JF & CS) - This project includes the replacement of 2 street light cabinets that have rusted out. The new cabinets will be stainless steel and have been ordered.

Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th: Design & ROW Acquisition (JH/JC) – Staff has developed preliminary plans. This project is currently on hold to allow coordination with the proposed Linnan Park improvements. The conceptual design of this section of Harbach will be completed by a consultant as part of the Linnan Park improvements design. Engineering will complete the final design of the Harbach reconstruction after the consultant provides the conceptual design for the street. The design PSA has been approved and includes the consultant providing the City with 30% plans for the street. Staff is working to find a time in the next 3 weeks to meet with the consultant to review the 30% plans. We will begin working on final plans once we receive the completed 30% plans.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: December 12, 2024

RE: Treasurer's Report - October 2024

SYNOPSIS:

Please see the attached report.

Attachments:

1. October 2024 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

October 31, 2024

The following is the statement of Receipts, Cash and Investments of all funds of the City for the Month of September

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing -Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	9,600,787.37	8,735,238.01	4,094,666.78	(64,440.68)	14,176,917.92	165,044.80	14,011,873.12
ROAD USE	2,117,511.32	208,356.78	206,754.09	-	2,119,114.01	4,171.34	2,114,942.67
LOCAL OPTION SALES TAX	1,726,656.93	404,843.65	324,518.28	-	1,806,982.30	-	1,806,982.30
TIF	303,067.60	876,408.61	0.00	-	1,179,476.21	-	1,179,476.21
POLICE K-9	31,778.32	0.00	0.00	-	31,778.32	-	31,778.32
TRUST & AGENCY	2,358,252.18	1,127,570.83	306,978.26	-	3,178,844.75	32,309.93	3,146,534.82
POLICE SEIZURES	18,370.82	1,407.06	0.00	-	19,777.88	-	19,777.88
SERT	0.00	0.00	0.00	-	0.00	-	0.00
DEBT SERVICE	1,800,609.05	1,213,302.08	1,200.00	-	3,012,711.13	-	3,012,711.13
CAPITAL PROJECTS	33,181,400.48	5,743,821.22	3,629,324.42	-	35,295,897.28	169,875.20	35,126,022.08
SPECIAL ASSESSMENT	0.00	0.00	0.00	-	0.00	-	0.00
WATER UTILITY	10,386,681.03	874,025.76	1,830,942.02	-	9,429,764.77	3,129.23	9,426,635.54
WATER UTILITY DEPOSIT	366,202.06	2,800.00	2,496.45	-	366,505.61	1,786.66	364,718.95
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	7,302,306.76	365,838.29	306,955.22	-	7,361,189.83	4,189.67	7,357,000.16
STORM WATER	674,415.88	154,751.63	43,748.75	-	785,418.76	18,879.39	766,539.37
INTERNAL SERVICES	-57,009.97	0.00	1,397.97	-	-58,407.94	-	-58,407.94
SUBTOTAL	69,819,017.98	19,708,363.92	10,748,982.24	-64,440.68	78,713,958.98	399,386.22	78,314,572.76
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	69,819,717.98	19,708,363.92	10,748,982.24	(64,440.68)	78,714,658.98	399,386.22	78,315,272.76
EBS- PSF FUNDING	275,722.00	0.00	0.00	-	275,722.00	-	275,722.00
EBS- FLEX FUNDING	0.00	100,088.79	0.00	-	100,088.79	-	100,088.79
GRAND TOTAL	70,095,439.98	19,708,363.92	10,748,982.24	(64,440.68)	78,990,380.98	399,386.22	78,590,994.76

I hereby certify that the above statement is true and correct.

The above indicated Clerk's balance agrees with those upon the Clerk's books.



Finance Manager



Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
OCTOBER 31, 2024

COMBINED CASH ACCOUNTS

999-10100	CASH	78,212,763.60	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	275,722.00	
999-10110	XPRESS DEPOSIT ACCOUNT	501,195.38	
TOTAL COMBINED CASH			78,990,380.98
TOTAL ALLOCATED CASH			(78,990,380.98)
TOTAL UNALLOCATED CASH			.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		14,176,917.92
110	ALLOCATION TO ROAD USE TAX		2,119,114.01
121	ALLOCATION TO LOCAL OPTION SALES TAX		1,806,982.30
123	ALLOCATION TO TIF FUND		1,179,476.21
167	ALLOCATION TO POLICE K9	31,778.32	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	3,132,501.16	
169	ALLOCATION TO T & A FUND - LIBRARY	17,822.47	
170	ALLOCATION TO T & A FUND - PUBLIC ART MAINT	21,102.00	
172	ALLOCATION TO PSF- EBS ACCOUNT	275,722.00	
174	ALLOCATION TO T & A FUND - PARK RESERVE	8,011.31	
TOTAL T&A			3,486,937.26
177	ALLOCATION TO FORFEITURES/EQUITABLE SHARING		(592.19)
178	ALLOCATION TO POLICE SEIZURES		19,777.88
200	ALLOCATION TO DEBT SERVICE		3,012,711.13
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	23,361.59	
331	ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN	424,855.85	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	39,897.98	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	159,442.53	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	186,178.76	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	86,398.85	
340	ALLOCATION TO CAP PJTS- UNIV BLVD FLD MIT PL	2,657.16	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	3,929,174.86	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	368,008.97	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	506,423.50	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	236,840.00	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	3,589,106.00	
351	ALLOCATION TO CAP PJTS - CODE ENF PROJ	(23,250.00)	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GR	4,542.05	
358	ALLOCATION TO CAP PJTS - TREE SALE	4,199.80	
366	ALLOCATION TO CAP PJTS-PORTER SHELTER AREA	209,588.00	
369	ALLOCATION TO CAP PJTS - CAMPBELL REC AREA	31,977.00	
371	ALLOCATION TO CAP PJTS - N NEIGHB PK LAND	66,394.90	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	24,199.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	7,122,044.11	
375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN	152,266.90	
382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN	40,000.00	

CITY OF CLIVE
COMBINED CASH INVESTMENT
OCTOBER 31, 2024

387	ALLOCATION TO CAP PJTS - LINNAN PK	3,102,965.79	
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK	203,568.55	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK	8,244,445.22	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK	81,380.88	
391	ALLOCATION TO CAP PJTS - TRAIL PAVE/PARK CAP	22,638.53	
392	ALLOCATION TO CAP PJTS -CITY WIDE SIGN PROG	37,920.83	
395	ALLOCATION TO CAP PJTS - HARBACH RECON	110,610.07	
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN	881,219.15	
398	ALLOCATION TO CAP PJTS - MEREDITH/ALICE RD	285,002.69	
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	(418,921.48)	
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP	582,139.72	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL	96,134.99	
429	ALLOCATION TO CAP PJTS - SEWER REHAB	180,092.17	
430	ALLOCATION TO CAP PJTS - METER/VALVE CHG OUT	(8,832.22)	
433	ALLOCATION TO CAP PJTS - SEWER CAPITAL	507,872.44	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL	411,859.94	
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT	150,000.00	
454	ALLOCATION TO CAP PJTS - NORTH NEIGHBOR IMPR	155,753.98	
457	ALLOCATION TO CAP PJTS - N NEIGH ARTERIAL RD	793,256.55	
462	ALLOCATION TO CAP PJTS - HICKMAN I-35/80 INT	317,310.67	
464	ALLOCATION TO CAP PJTS -ALICES RD IMPROV	2,314,932.50	
465	ALLOCATION TO CAP PJTS - NW 142ND ST PAVE RE	120,930.19	
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT	2,656.01	
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT	925,514.07	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(1,180,438.36)	
480	ALLOCATION TO CAP PJTS - NW 99TH CT RECON	(515,305.51)	
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING	8,289.65	
483	ALLOCATION TO CAP PJTS- AIRPORT TERMINAL	517,260.00	
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL	99,543.78	
TOTAL PROJECTS			35,295,897.28
TOTAL SPECIAL ASSESMENTS			.00
600	ALLOCATION TO WATER UTILITY FUND	9,429,764.77	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND	366,505.61	
604	ALLOCATION TO WATER IMPROVEMENT FUND	7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND	7,361,189.83	
740	ALLOCATION TO STORM WATER FUND	785,418.76	
810	ALLOCATION TO INTERNAL SERVICE FUND	(58,407.94)	
830	ALLOCATION TO PETTY CASH FUND	700.00	
TOTAL			17,893,159.18
TOTAL ESCROW ACCOUNT			.00
TOTAL ALLOCATIONS TO OTHER FUNDS			78,990,380.98
ALLOCATION FROM COMBINED CASH FUND - 999-10111		(78,990,380.98)	
ZERO PROOF IF ALLOCATIONS BALANCE			.00



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve 11/14/2024 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 11_14_2024

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
NOVEMBER 14, 2024
CITY HALL COUNCIL CHAMBERS**

Call to Order/Roll Call/Pledge of Allegiance

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Michael McCoy, Srikant Mikkilineni (electronically), Susan Judkins, Eric Klein. Absent: none. Public access was provided in-person at City Hall, and via Zoom platform. Information on how to access via Zoom was provided on social media, posted with the agenda at City Hall and on the city website, cityofclive.com.

Approval of the Agenda

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

Consent Items

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

1. City Manager Memo; 2. City Manager Monthly Report - October 2024; 3. Assistant City Manager Technology Services October 2024 Monthly Report; 4. Administrative Services Monthly Report - October 2024; 5. Community Development Monthly Report - October 2024; 6. Fire Department Monthly Report - October 2024; 7. Leisure Services Monthly Report - October 2024; 8. Police Department Monthly Report - October 2024; 9. Public Works Monthly Report - October 2024; 10. Approve 10/24/2024 City Council Minutes; 11. Approve 11/07/2024 City Council Minutes (Work Session); 12. Approve Bill List; 13. Approve City Council Calendar – 2025; 14. **Resolution 2024-290** Approving Change Order #1 - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$720.99; 15. **Resolution 2024-291** Approving Change Order #1 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$1,870.00; 16. **Resolution 2024-292** Approving Change Order #2 - Alliance Construction Group - NW 114th Street Reconstruction - \$2,800.00; 17. **Resolution 2024-293** Approving Change Order #4 - Mainline Construction - NW 99th Court Reconstruction - \$25,000.00; 18. Approve Pay Request #1 - A+ Lawn and Landscape - 2024 Clive Soil Quality Restoration Cost-Share Program - \$72,153.95; 19. Approve Pay Request #4 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$227,814.04; 20. Approve Pay Request #6 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$10,324.50; 21. Approve Pay Request #7 - Alliance Construction Group - NW 114th Street Reconstruction - \$211,778.01; 22. Approve Pay Request #7 - Mainline Construction - NW 99th Court Reconstruction - \$233,663.40; 23. Approve Pay Request #10 - Alice's Road Reconstruction Phase 1 - Design - Snyder & Associates - \$122,641.69; 24. Approve Pay Request #15 - University Boulevard Pump Station Improvements Project - Snyder & Associates - \$13,066.84; 25. **Resolution 2024-294** Approving Professional Service Agreement Amendment #1 - Snyder & Associates - University Blvd. Booster Station Facility Upgrade - \$105,100.00; 26. **Resolution 2024-295** Accepting 1st Amendment to Public Overland Flowage Easement for Verona Hills South Plat 3, Lot 1 - 3505 NW 169th Circle; 27. **Resolution 2024-296** Accepting 1st Amendment to Surface Water Flowage Easement for Verona Hills South Plat 3, Lot 1 - 3505 NW 169th Circle; 28. **Resolution 2024-297** Setting Public Hearing (12/12/2024, 6:00 p.m.) - Consideration of 2024/25 Sanitary Sewer Lining Program; 29. **Resolution 2024-298** Setting Public Hearing (12/12/2024, 6:00 p.m.) - Consideration of 2025-2029 Capital Improvement Program; 30. **Resolution 2024-299** Approving Annual IDOT Street Financial Report; 31. **Resolution 2024-300** Approving the State of Iowa FY2024 Annual Financial Report; 32. **Resolution 2024-301** Approving Debt Certification Forms, Appropriating Funds, and Directing Filing of Certifications; 33. **Resolution 2024-302** Obligating Urban Renewal Funds - Annual Appropriations - Nebraska Furniture Mart

Development; 34. **Resolution 2024-303** Approving Levying Assessment for Cost of Nuisance Abatement - 1571 NW 93rs Court - Mowing; 35. **Resolution 2024-304** Temporarily Closing Portions of Emerald Isle Drive; 36. **Resolution 2024-305** Approving Transfer to Establish a Flexible Spending Account; 37. **Resolution 2024-306** Approving Pre-Application for Linnan Park to the IDALS WQI Grant Program - \$200,000.00; 38. **Resolution 2024-307** Accepting Work 2024 Clive Soil Quality Restoration Cost Share Program; 39. Approve Pay Rate - Isaiah Villarreal - Police Officer - \$33.96/Hr - Effective 11/18/2024; 40. Approve Pay Rate - Lindsey Phelps - Recreation Coordinator - Aquatics - \$81,204/Yr - Effective 11/18/2024; 41. Approve Pay Rate - Alexandra Adams - Human Resources Administrative Specialist - \$60,000/Yr - Effective 12/2/2024.

Presentation

1. Introduction of New Recreation Coordinator - Aquatics - Lindsey Phelps
2. Greater Des Moines Partnership Update provided by President/CEO Tiffany Tauscheck and Senior Vice President of Economic Development Stacie LoVan
3. Process Improvement - Community Development Department - Permitting Software

Action Items

1. **Public Hearing - Zoning Ordinance Amendment - Regarding Permitted Uses in Commercial (Schools).** Public Hearing Notice published 10/28/2024 in the Des Moines Register. Senior Planner Amanda Grutzmacher presented the matter to Council and recommended approval. Further comments were provided by Erin Shearer, Founder and Head of the proposed school, in support of the proposed ordinance. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
 - a. **Consideration of Proposed Ordinance No. 1156 - Zoning Ordinance Amendment Regarding Permitted Uses in Commercial Districts.** Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
2. **Site Plan Amendment - Tenant and Facade Updates - 10001 University Avenue.** Senior Planner Amanda Grutzmacher presented the matter to Council and recommended approval. Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
3. **Resolution 2024-308 Approving the Extension of the Rental Housing Program Policy Manual.** Construction Services Administrator Ryan Mayer presented the matter to Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
4. **Resolution 2024-309 Approving Annual Financial Audit Report FY2024.** Director of Administrative Services Elizabeth Hansen presented the matter to Council and recommended approval. Presentation provided by Brad Theisen, Eide Bailly. Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
5. **1st Consideration of Proposed Ordinance No. 1155 Regarding Provisions Pertaining to Sidewalk Liability.** Code Enforcement Officer Mark Mertens presented the matter to Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: Michael McCoy. Motion carried.
6. **Resolution 2024-310 Approving Agreement with Group Creative Services and Studio F. Minus Ltd for Public Art at Greenbelt Landing.** Leisure Services Director Richard

Brown presented the matter to Council and recommended approval. Eric Klein moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Srikant Mikkilineni, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

Discussion

1. **2025 Clive State Legislative Priorities.** Assistant City Manager Pete De Kock presented the matter to Council.

Reports

Assistant City Manager Report was given by Pete De Kock.
Council Member Committee Reports were given.
City Manager Report was given by Matt McQuillen.

The meeting was adjourned at 8:35 p.m.



Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Bill List

SYNOPSIS:

Attachments:

1. 20241209114902806

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	121 ACQUISITION COMPANY LLC	NFM TAX REBATE	49,428.15
11/15/2024	A PLUS LAWN & LANDSCAPE	2024 SQR COST SHARE PRGM	67,919.03
12/09/2024	ABSOLUTE BEAUTY LLC	REFUND DEPOSIT	180.87
12/09/2024	ACADEMY ROOFING & SHEET METAL	ROOF REPAIR	475.12
12/09/2024	ACCO	AQUATIC POOL CHEMICALS	8,875.85
12/09/2024	ACE K9	MINOR EQUIPMENT- K9	168.00
12/09/2024	ACLARA TECHNOLOGIES LLC	WARRANTY MTU PURCHASE	1,375.00
12/09/2024	ACLARA TECHNOLOGIES LLC	WARRANTY MTU PURCHASE	738.00
12/09/2024	ACME TOOLS	TOOL REPLACEMENT	399.00
12/09/2024	ACTIVE911, INC	ALERTING APP RENEWAL	693.00
12/09/2024	ADT SECURITY SERVICES	SECURITY-CAMPBELL	147.12
11/15/2024	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 11/9/2024	91.32
12/09/2024	AIA CORPORATION	CLOTHING ALLOWANCE - FIRE	121.25
12/09/2024	AIA CORPORATION	CLOTHING ALLOWANCE - FIRE	78.50
12/09/2024	AIA CORPORATION	CLOTHING ALLOWANCE - FIRE	177.00
12/09/2024	AIA CORPORATION	CLOTHING ALLOWANCE - FIRE	149.00
12/09/2024	ALLENDAN SEED COMPANY	SEED	89.82
11/15/2024	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 7	211,778.01
12/09/2024	AMAZON CAPITAL SERVICES	BOOTS ANDREW	157.25
12/09/2024	AMAZON CAPITAL SERVICES	SNOW/ICE BRUSH FOR C300	28.62
12/09/2024	AMAZON CAPITAL SERVICES	HARBACH PICKLEBALL NET	69.99
12/09/2024	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE-FIRE	184.99
12/09/2024	AMAZON CAPITAL SERVICES	GREASE FOR SWEEPER	68.74
12/09/2024	AMAZON CAPITAL SERVICES	TREE LIGHTING SUPPLIES	43.98
12/09/2024	AMAZON CAPITAL SERVICES	GAMING LOUNGE CABINET	78.63
12/09/2024	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE - FIRE	66.99
12/09/2024	AMAZON CAPITAL SERVICES	BABY CHANGING STATION REPAIR PARTS	32.20
12/09/2024	AMAZON CAPITAL SERVICES	RIVOTS FOR STOCK AND E320	15.01
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	131.32
12/09/2024	AMAZON CAPITAL SERVICES	HAND WARMERS	35.35
12/09/2024	AMAZON CAPITAL SERVICES	TREE LIGHTING SUPPLIES	55.98
12/09/2024	AMAZON CAPITAL SERVICES	WINTER GLOVES	121.80
12/09/2024	AMAZON CAPITAL SERVICES	CHEMICAL TABLE	130.99
12/09/2024	AMAZON CAPITAL SERVICES	HARBACH GAMING SUPPLIES	106.88
12/09/2024	AMAZON CAPITAL SERVICES	SIGNS	68.20
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	100.50
12/09/2024	AMAZON CAPITAL SERVICES	TREE LIGHTING SUPPLIES	280.02
12/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	17.98
12/09/2024	AMAZON CAPITAL SERVICES	WHEEL RIM CLAMP WEDGE	14.80
12/09/2024	AMAZON CAPITAL SERVICES	CANNON PAD REPAIRS	12.22
12/09/2024	AMAZON CAPITAL SERVICES	TREE GROW BAGS	22.98
12/09/2024	AMAZON CAPITAL SERVICES	SHOP SUPPLIES	78.93
12/09/2024	AMAZON CAPITAL SERVICES	DIGITAL TIRE GAUGE	24.40
12/09/2024	AMAZON CAPITAL SERVICES	WHEELS FOR SANDBAG CARTS	179.90
12/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	35.51
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	34.98
12/09/2024	AMAZON CAPITAL SERVICES	FIRST AID RESTOCK	32.88
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	20.99
12/09/2024	AMAZON CAPITAL SERVICES	SD CARD FOR DRONE	20.99
12/09/2024	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE - FIRE	60.00
12/09/2024	AMAZON CAPITAL SERVICES	HOLIDAY LIGHTING	244.51
12/09/2024	AMAZON CAPITAL SERVICES	WINTER GLOVES	150.41
12/09/2024	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE - FIRE	59.55
12/09/2024	AMAZON CAPITAL SERVICES	TREE LIGHTING SUPPLIES	109.90
12/09/2024	AMAZON CAPITAL SERVICES	GLOVES/MEDICATION FRIDGE	96.31
12/09/2024	AMAZON CAPITAL SERVICES	HOSES	592.92
12/09/2024	AMAZON CAPITAL SERVICES	EQUIPMENT MAINT	51.18
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	63.14

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	AMAZON CAPITAL SERVICES	EMPLOYEE APPRECIATION SUPPLIES	80.95
12/09/2024	AMAZON CAPITAL SERVICES	EAR PLUGS	65.76
12/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	40.49
12/09/2024	AMAZON CAPITAL SERVICES	REFUND	12.43-
12/09/2024	AMAZON CAPITAL SERVICES	MAYOR'S TREE LIGHTING	54.48
12/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	175.75
12/09/2024	AMAZON CAPITAL SERVICES	REFUND CLOTHING ALLOWANCE	60.00-
12/09/2024	AMAZON CAPITAL SERVICES	REFUND CLOTHING ALLOWANCE	59.55-
12/09/2024	AMAZON CAPITAL SERVICES	RESPIRATOR CARTRIDGES	147.27
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	72.80
12/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	69.12
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	35.42
12/09/2024	AMAZON CAPITAL SERVICES	HOLIDAY LIGHTS	185.88
12/09/2024	AMAZON CAPITAL SERVICES	DEER REPELLENT	38.99
12/09/2024	AMAZON CAPITAL SERVICES	SIGNS	52.55
12/09/2024	AMAZON CAPITAL SERVICES	DOLLY CART SWIVAL CASTERS	23.98
12/09/2024	AMAZON CAPITAL SERVICES	SUPPLIES	59.48
12/09/2024	AMAZON CAPITAL SERVICES	TREE LIGHTING SUPPLIES	77.97
12/09/2024	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	101.30
11/15/2024	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 11/9/2024	495.58
12/09/2024	ANDREA D DUITCH	DAMAGE REIMBURSEMENT	1,305.98
12/09/2024	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	111.20
12/09/2024	ARNOLD MOTOR SUPPLY	SHOP TOOLS	36.99
12/09/2024	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	78.27
12/09/2024	ARNOLD MOTOR SUPPLY	#739 REPAIR	31.66
12/09/2024	ARNOLD MOTOR SUPPLY	DEF	103.92
12/09/2024	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	63.08
12/09/2024	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	37.24
12/09/2024	ARNOLD MOTOR SUPPLY	PARTS	40.41
12/09/2024	ASCENDANCE TRUCKS MIDWEST., LLC	#724 EQUIPMENT MAINT	463.12
12/09/2024	AT & T MOBILITY	PATROL CELL PHONES	640.38
12/09/2024	AT & T MOBILITY	EMS CELL PHONES	176.15
11/22/2024	AT & T MOBILITY	GPS DATA PLAN	35.29
11/22/2024	AUREON COMMUNICATIONS	INTERNET CH	688.00
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS - CHILDREN	10.78
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	94.29
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	171.70
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	47.31
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	17.09
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	64.32
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	151.61
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	16.53
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	10.79
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	27.90
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	198.84
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	244.97
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	28.49
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	17.10
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	142.02
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	11.39
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	112.48
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	17.10
12/09/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	277.19
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	86.07
12/09/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	35.34
12/09/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	87.02
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	120.82
12/09/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	16.53

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	16.53
12/09/2024	BAKER & TAYLOR BOOKS	ADULT BOOKS	39.27
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	24.00
12/09/2024	BAKER & TAYLOR BOOKS	BOOKS- ADULT	146.14
12/09/2024	BAKER & TAYLOR BOOKS	LIBRARY MEDIA	13.96
12/09/2024	BAKER & TAYLOR BOOKS	DATA PROCESSING	632.75
12/09/2024	BAKER GROUP	RTU # 11 REPLACE PROVING SWITCH	259.02
12/09/2024	BALDWIN SUPPLY COMPANY	INSTA CHAIN BEARINGS	15.84
12/09/2024	BALDWIN SUPPLY COMPANY	INSTA CHAIN BEARINGS	47.52
12/09/2024	BAUER BUILT INC	TIRE REPAIR - SWEEPER	88.15
12/09/2024	BAX SALES INC	SHOP SUPPLIES	117.05
12/09/2024	BAX SALES INC	PARTS	7.92
12/09/2024	BAX SALES INC	GLOVES	21.34
12/09/2024	BAX SALES INC	GLOVES	21.34
12/09/2024	BAX SALES INC	GLOVES	21.34
12/09/2024	BAX SALES INC	GLOVES	21.33
12/09/2024	BAX SALES INC	SHOP SUPPLIES	48.00
12/09/2024	BAX SALES INC	SHOP STOCK	156.13
12/09/2024	BAX SALES INC	HOSE CLAMPS	22.50
12/09/2024	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	280.00
12/09/2024	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	140.00
12/09/2024	BIG NERD SOFTWARE LLC	SOFTWARE SUBSCRIPTION	288.00
12/09/2024	BOOT BARN INC	BOOTS	175.89
12/09/2024	BOOT BARN INC	BOOTS	118.99
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	171.67
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	150.97
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	21.54
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	127.74
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	283.94
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	138.60
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	285.08
12/09/2024	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	72.68
12/09/2024	BRAVO GREATER DES MOINES	217 HOTEL MOTEL NOV	20,131.77
12/09/2024	BRIAN KUNZ	REFUND DEPOSIT	66.35
12/09/2024	BRUCE VANHOUEWELING	REFUND DEPOSIT	14.05
12/09/2024	BULLZEYE INC	JANITORIAL SUPPLIES	396.60
12/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	9,911.00
12/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	2,445.75
12/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	659.17
12/09/2024	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	1,441.08
12/09/2024	BUSINESS LETTER, THE	BUSINESS CARDS - KLEIN , ADAMS	144.40
12/09/2024	BUSINESS LETTER, THE	BUSINESS CARDS - RUNKEL	72.20
12/09/2024	BUSINESS LETTER, THE	BUSINESS CARDS - PHELPS	72.20
12/09/2024	BUSINESS LETTER, THE	BUSINESS CARDS FOR LIEUTENANTS	216.60
12/09/2024	CALEA	PROFESSIONAL FEES	2,219.59
12/09/2024	CAPITAL CITY EQUIPMENT CO	CUTTING EDGE	426.05
12/09/2024	CAPITAL CITY EQUIPMENT CO	EQUIPMENT MAINT	49.87
12/09/2024	CAPITAL CITY EQUIPMENT CO	EQUIPMENT REPAIR	181.31
12/09/2024	CAPITAL CITY EQUIPMENT CO	UTV REPAIR	37.74
12/09/2024	CAROL FERRELL	MISC CONTRACT WORK-ADULT	150.00
12/09/2024	CDW GOVERNMENT INC	PERIPHERALS	184.25
12/09/2024	CDW GOVERNMENT INC	MISC HARDWARE	546.44
12/09/2024	CDW GOVERNMENT INC	ANTIVIRUS SUBSCRIPTION	8,382.60
12/09/2024	CDW GOVERNMENT INC	SUPPLIES	123.16
12/09/2024	CENTRAL IOWA READY MIX	CONCRETE	2,394.00
12/09/2024	CENTRAL IOWA READY MIX	CONCRETE	734.50
12/09/2024	CENTRAL IOWA READY MIX	CONCRETE	3,251.50
12/09/2024	CENTRAL IOWA READY MIX	CONCRETE	646.00

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	CENTRAL IOWA READY MIX	CONCRETE	1,119.00
12/09/2024	CENTRAL STATES MEDICINE PLLC	411 MED CLAIM	153.84
12/09/2024	CENTURY LINK	CAC PHONE LINES	168.78
12/09/2024	CHARLES GABUS FORD	C302 REPAIR	767.00
12/09/2024	CINTAS CORPORATION #22M	LAUNDRY	387.84
12/09/2024	CINTAS CORPORATION #22M	LAUNDRY	387.84
12/09/2024	CINTAS CORPORATION #22M	LAUNDRY	395.48
12/09/2024	CINTAS CORPORATION #22M	LAUNDRY	395.48
12/09/2024	CITY OF DES MOINES	WRA NOVEMBER 2024	159,309.50
12/09/2024	CITY OF DES MOINES	CONTRACT HAULING	44.55
12/09/2024	CITY OF URBANDALE	QTR 1 & 2 - STATION 43	511,960.30
12/09/2024	CITY OF WEST DES MOINES	STATION 22	377,918.22
12/09/2024	CLIVE CHAMBER OF COMMERCE	MEMBERSHIP LUNCH	50.00
11/15/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 11/9/2024	2,145.19
11/29/2024	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 11/23/2024	2,145.19
11/22/2024	COMMERCE BANK	UTILITY WORKSHOP__ALARCON	300.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ANNIS	70.59
11/22/2024	COMMERCE BANK	TRAINING__ANNIS	175.00
11/22/2024	COMMERCE BANK	PROFESSIONAL FEES__BELIEU	143.60
11/22/2024	COMMERCE BANK	GREENBELT LANDING PROMO__BELIEU	540.00
11/22/2024	COMMERCE BANK	FACEBOOK MARKETING__BELIEU	221.90
11/22/2024	COMMERCE BANK	OFFICE SUPPLEIS__VENEMA	49.90
11/22/2024	COMMERCE BANK	UNIFORM ALLOWANCE__VENTO	85.60
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__VENTO	37.08
11/22/2024	COMMERCE BANK	EQUIPMENT__WEILER	28.88
11/22/2024	COMMERCE BANK	TRAINING__WELLING	225.00
11/22/2024	COMMERCE BANK	TRAINING__WELLING	225.00
11/22/2024	COMMERCE BANK	TRAINING__SNOBERGER	495.00
11/22/2024	COMMERCE BANK	SUBSCRIPTION__SNOBERGER	30.00
11/22/2024	COMMERCE BANK	VEHICLE REPAIR__SOMSKY	3,981.79
11/22/2024	COMMERCE BANK	VEHICLE REPAIR__SOMSKY	296.50
11/22/2024	COMMERCE BANK	TRAINING__SWENSON	350.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__THIELEN	82.75
11/22/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES HARBACH__SHALON-DEUR	174.29
11/22/2024	COMMERCE BANK	CHILDREN BOOKS HARBACH__SHALON-DEUR	19.96
11/22/2024	COMMERCE BANK	PROFESSIONAL FEES__SHALON-DEUR	24.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__SHALON-DEUR	10.00
11/22/2024	COMMERCE BANK	PROFESSIONAL FEES__SHALON-DEUR	35.00
11/22/2024	COMMERCE BANK	MEETING EXPENSE__SNOBERGER	18.00
11/22/2024	COMMERCE BANK	SUSTENANCE SUPPLIES__RAMSEY	290.70
11/22/2024	COMMERCE BANK	TRAINING__REHBERG	600.00
11/22/2024	COMMERCE BANK	GOAT SUPPLIES__ROLFES	113.98
11/22/2024	COMMERCE BANK	VEHICLES__SALTMARSH	698.00
11/22/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__SHALON-DEUR	281.43
11/22/2024	COMMERCE BANK	CHILDREN BOOKS__SHALON-DEUR	90.74
11/22/2024	COMMERCE BANK	MEMBERSHIP__OLLENDIKE	444.00
11/22/2024	COMMERCE BANK	TRAINING__OLLENDIKE	250.00
11/22/2024	COMMERCE BANK	VEHICLE REPAIR__OSBORN	218.67
11/22/2024	COMMERCE BANK	GROUNDS MAINT__PFAFF	688.04
11/22/2024	COMMERCE BANK	EMPLOYEE APPRECIATION__PURVIS	872.78
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__PURVIS	223.14
11/22/2024	COMMERCE BANK	TRAINING__NUSS	32.29
11/22/2024	COMMERCE BANK	TRAINING__NUSS	281.27
11/22/2024	COMMERCE BANK	BUILDING REPAIR__NUSS	153.98
11/22/2024	COMMERCE BANK	BUILDING REPAIR__NUSS	153.98
11/22/2024	COMMERCE BANK	BUILDING REPAIR__NUSS	153.98
11/22/2024	COMMERCE BANK	BUILDING REPAIR__NUSS	153.99
11/22/2024	COMMERCE BANK	GREENBELT GIFT BAGS__NELSON	68.18

Date Paid	Vendor Name	Description	Amount Paid
11/22/2024	COMMERCE BANK	TRAINING__ NIELSEN	325.45
11/22/2024	COMMERCE BANK	CLOTHING ALLOWANCE__ NIELSEN	44.88
11/22/2024	COMMERCE BANK	PROFESSIONAL FEES__ NISIC	31.00
11/22/2024	COMMERCE BANK	EQUIPMENT MAINT__ NUSS	938.40
11/22/2024	COMMERCE BANK	TRAINING__ NUSS	42.54
11/22/2024	COMMERCE BANK	MEDIA HARBACH__ NELSON	83.88
11/22/2024	COMMERCE BANK	ADULT PROGRAM SUPPLIES HARBACH__ NELSON	219.44
11/22/2024	COMMERCE BANK	CHILDREN BOOKS__ NELSON	105.63
11/22/2024	COMMERCE BANK	EBOOKS__ NELSON	78.28
11/22/2024	COMMERCE BANK	RENOVATION__ NELSON	510.40
11/22/2024	COMMERCE BANK	SUBSCRIPTION__ NELSON	159.97
11/22/2024	COMMERCE BANK	TRAINING__ MILLER	800.00
11/22/2024	COMMERCE BANK	ADULT BOOKS__ NELSON	769.37
11/22/2024	COMMERCE BANK	MEDIA__ NELSON	527.57
11/22/2024	COMMERCE BANK	OFFICE SUPPLEIS__ NELSON	258.21
11/22/2024	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	127.20
11/22/2024	COMMERCE BANK	ADULT BOOKS HARBACH__ NELSON	147.75
11/22/2024	COMMERCE BANK	ICMA MEMBERSHIP__ MCQUILLEN	1,200.00
11/22/2024	COMMERCE BANK	TRAINING__ MCQUILLEN	149.00
11/22/2024	COMMERCE BANK	SUPPLIES__ MEASE	30.96
11/22/2024	COMMERCE BANK	SUSTENANCE SUPPLIES__ MEASE	25.96
11/22/2024	COMMERCE BANK	SUPPLIES__ MEASE	71.96
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ MEASE	48.74
11/22/2024	COMMERCE BANK	ADVERTISING__ LUCAS	282.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	424.78
11/22/2024	COMMERCE BANK	EQUIPMENT__ LUCAS	4,100.00
11/22/2024	COMMERCE BANK	CONTRACT WORK__ LUCAS	79.40
11/22/2024	COMMERCE BANK	TRAINING__ MARTIN	175.00
11/22/2024	COMMERCE BANK	TRAINING__ MAY	110.00
11/22/2024	COMMERCE BANK	TRAINING__ KEMPNICH	100.00
11/22/2024	COMMERCE BANK	TRAINING__ KEMPNICH	495.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ KEMPNICH	124.25
11/22/2024	COMMERCE BANK	VEHICLE SUPPLIES__ LASS	16.80
11/22/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ LLAMAS	12.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ LLAMAS	35.64
11/22/2024	COMMERCE BANK	MARKETING__ KELLER	21.36
11/22/2024	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
11/22/2024	COMMERCE BANK	PROFESSIONAL FEES__ KELLER	23.99
11/22/2024	COMMERCE BANK	TRAINING__ KELLER	25.68
11/22/2024	COMMERCE BANK	PROFESSIONAL FEES__ KEMPNICH	318.23
11/22/2024	COMMERCE BANK	EQUIPMENT__ KEMPNICH	140.00
11/22/2024	COMMERCE BANK	BUDGET MEETING__ HANSEN	50.00
11/22/2024	COMMERCE BANK	SUBSCRIPTION__ HERZOG	158.20
11/22/2024	COMMERCE BANK	EQUIPMENT__ HERZOG	380.39
11/22/2024	COMMERCE BANK	TRAINING__ HERZOG	508.02
11/22/2024	COMMERCE BANK	EQUIPMENT__ JOHNSTON	365.89
11/22/2024	COMMERCE BANK	TRAINING__ KALLEM	16.86
11/22/2024	COMMERCE BANK	TRAINING__ GLENDY	495.00
11/22/2024	COMMERCE BANK	POLK CO PARKING FEE__ GRAHAM	.50
11/22/2024	COMMERCE BANK	RECORDING FEES__ GRAHAM	152.50
11/22/2024	COMMERCE BANK	MEMBERSHIP__ GRUTZMACHER	798.00
11/22/2024	COMMERCE BANK	GROUPS MAINT__ GUNN	166.65
11/22/2024	COMMERCE BANK	TRAINING__ HAGELIE	110.00
11/22/2024	COMMERCE BANK	CONTRACT WORK__ GARCIA	98.10
11/22/2024	COMMERCE BANK	PAY TO OTHER AGENCIES__ GIBBS	360.00
11/22/2024	COMMERCE BANK	CONTRACT WORK__ GIBBS	25.00
11/22/2024	COMMERCE BANK	SUPPLIES__ GIBBS	164.03
11/22/2024	COMMERCE BANK	TRAINING__ GIBBS	46.61

Date Paid	Vendor Name	Description	Amount Paid
11/22/2024	COMMERCE BANK	TRAINING__ GLENDY	175.00
11/22/2024	COMMERCE BANK	TRAINING__ EASTMAN	50.00
11/22/2024	COMMERCE BANK	SHIPPING EXPENSE__ FARLOW	200.36
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ FARLOW	311.10
11/22/2024	COMMERCE BANK	TRAINING__ FREESTONE	54.87
11/22/2024	COMMERCE BANK	PUBLIC RELATION EDUCATION__ GARCIA	14.99
11/22/2024	COMMERCE BANK	EQUIPMENT__ GARCIA	139.98
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ BOYLE	18.12
11/22/2024	COMMERCE BANK	EQUIPMENT__ BOYLE	219.00
11/22/2024	COMMERCE BANK	REFUND SALES TAX__ BOYLE	9.91-
11/22/2024	COMMERCE BANK	CFMH SUPPLIES__ COLEMAN	555.93
11/22/2024	COMMERCE BANK	SUBSCRIPTION__ DE KOCK	544.00
11/22/2024	COMMERCE BANK	CONFERENCE EXPENSE__ DE KOCK	786.26
11/22/2024	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
12/09/2024	CONSOLIDATED COMMUNICATIONS	PHONE LINES	1,183.41
12/09/2024	CONSOLIDATED ELECTRICAL DISTRI, IN	LED LIGHT BULBS	418.80
12/09/2024	CONSOLIDATED ELECTRICAL DISTRI, IN	LIGHTING AND ELECTRICAL SUPPLIES	129.20
12/09/2024	CONSOLIDATED ELECTRICAL DISTRI, IN	LIGHTING AND ELECTRICAL SUPPLIES	129.20
12/09/2024	CORE & MAIN LP	MANHOLE PARTS	2,250.00
12/09/2024	CORE & MAIN LP	STOP BOX LIDS	287.50
12/09/2024	CORE & MAIN LP	WATER MAIN REPAIR COULPINGS	620.00
12/09/2024	CORE & MAIN LP	3/4" FITTINGS	1,456.00
12/09/2024	CORE & MAIN LP	WALNUT HILLS PROJECT	220.00
12/09/2024	CORE & MAIN LP	LAZY RIVER PUMP SUPPLIES	142.12
12/09/2024	CROSSROADS AG LLC	WALNUT HILLS PROJECT	34.00
12/09/2024	CUSTOM AWARDS & EMBROIDERY	ENGRAVING	40.00
12/09/2024	DALLAS COUNTY EXTENSION	PESTICIDE TRAINING	135.00
12/09/2024	DARIEL PETTIT	EMS REFUND	949.80
12/09/2024	DAVID CABLE	REFUND OVERPAYMENT	61.88
12/09/2024	DAVID CROLL	EMS REFUND	685.00
12/09/2024	DCI GROUP	DCI GREENBELT LANDING PRECON WORK	36,812.90
12/09/2024	DCI GROUP	LIBRARY PRJCT PRE CON PAY REQ 5	2,910.67
12/09/2024	DEAN TANNER	REFUND OVERPAYMENT	70.86
12/09/2024	DECKER SPORTING GOODS	YOUTH BB EQUIPMENT	309.35
12/09/2024	DELL MARKETING LP	NEW SCADA COMPUTER	3,411.24
12/09/2024	DELL MARKETING LP	MISC HARDWARE	191.24
12/09/2024	DELL MARKETING LP	PC REPLACEMENTS	1,433.26
12/09/2024	DEMCO INC	OFFICE EQUIPMENT	1,061.61
12/09/2024	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
12/09/2024	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
12/09/2024	DENLUX HOMES, LLC	REFUND OVERPAYMENT	50.00
12/09/2024	DES MOINES CONCERT HANDBELLS	MAYOR'S TREE LIGHTING	200.00
12/09/2024	DES MOINES IRON & SUPPLY	EQUIPMENT REPAIR	300.00
12/09/2024	DES MOINES IRON & SUPPLY	SAND BAG CARTS MATERIAL	651.24
12/09/2024	DES MOINES STAMP MFG.CO.	MINOR EQUIPMENT - BADGES	922.57
12/09/2024	DES MOINES STAMP MFG.CO.	MINOR EQUIPMENT - BADGES	700.96
11/22/2024	DES MOINES WATER WORKS	TESTING	825.00
11/22/2024	DES MOINES WATER WORKS	PUMPING STATION	2,065.46
12/09/2024	DES MOINES WATER WORKS	WATER PURCHASE NOVEMBER 2024	160,087.40
12/09/2024	DOOSAN BOBCAT NORTH AMERICA, INC	SKIDLOADER TOOTH BUCKET	4,204.69
12/09/2024	DTN LLC	TELEVENT	604.80
12/09/2024	DTN LLC	TELEVENT	604.80
10/31/2024	EBS	Medical / Dental Ins - Oct	14,442.42
10/31/2024	EBS	Medical / Dental Ins - Oct	34,203.03
10/31/2024	EBS	Medical / Dental Ins - Oct	6,949.59
10/31/2024	EBS	Medical / Dental Ins - Oct	16,727.95
10/31/2024	EBS	Medical / Dental Ins - Oct	6,579.76
10/31/2024	EBS	Medical / Dental Ins - Oct	3,683.47

Date Paid	Vendor Name	Description	Amount Paid
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	146.78
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	121.63
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	148.45
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	171.37
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	33.57
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	258.57
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	53.45
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	19.00
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	135.89
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	189.30
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	363.45
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	117.66
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	111.72
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	170.16
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	34.31
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	339.89
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	468.56
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	195.77
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	465.10
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	192.92
10/31/2024	EBS	Life, LTD, AD&D Ins - Oct	284.94
10/31/2024	EBS	Vision Ins - Oct	18.56
10/31/2024	EBS	Vision Ins - Oct	116.12
10/31/2024	EBS	Vision Ins - Oct	27.84
10/31/2024	EBS	Vision Ins - Oct	46.40
10/31/2024	EBS	Vision Ins - Oct	37.12
10/31/2024	EBS	Vision Ins - Oct	55.68
10/31/2024	EBS	Vision Ins - Oct	27.84
10/31/2024	EBS	Vision Ins - Oct	37.12
10/31/2024	EBS	Vision Ins - Oct	9.28
10/31/2024	EBS	Vision Ins - Oct	27.84
10/31/2024	EBS	Vision Ins - Oct	9.28
10/31/2024	EBS	Vision Ins - Oct	64.96
10/31/2024	EBS	Vision Ins - Oct	135.49
10/31/2024	EBS	Vision Ins - Oct	46.40
10/31/2024	EBS	Vision Ins - Oct	64.96
10/31/2024	EBS	Vision Ins - Oct	49.49
10/31/2024	EBS	Vision Ins - Oct	105.17
10/31/2024	EBS	Vision Ins - Oct	30.93
10/31/2024	EBS	Medical / Dental Ins - Oct	6,043.21
10/31/2024	EBS	Medical / Dental Ins - Oct	6,061.80
10/31/2024	EBS	Medical / Dental Ins - Oct	3,060.43
10/31/2024	EBS	Vision Ins - Oct	111.36
10/31/2024	EBS	Vision Ins - Oct	296.96
10/31/2024	EBS	Vision Ins - Oct	50.11
10/31/2024	EBS	Medical / Dental Ins - Oct	2,411.14
10/31/2024	EBS	Medical / Dental Ins - Oct	644.05
10/31/2024	EBS	Medical / Dental Ins - Oct	9,844.15
10/31/2024	EBS	Medical / Dental Ins - Oct	1,690.10
10/31/2024	EBS	Medical / Dental Ins - Oct	13,928.94
10/31/2024	EBS	Medical / Dental Ins - Oct	4,960.29
10/31/2024	EBS	Medical / Dental Ins - Oct	6,363.20
10/31/2024	EBS	Medical / Dental Ins - Oct	13,484.66
10/31/2024	EBS	Medical / Dental Ins - Oct	4,144.72
10/31/2024	EBS	Medical / Dental Ins - Oct	3,884.44
10/31/2024	EBS	Medical / Dental Ins - Oct	3,636.15
10/31/2024	EBS	Medical / Dental Ins - Oct	1,653.43
11/15/2024	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 11/	2,139.83

Date Paid	Vendor Name	Description	Amount Paid
11/15/2024	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 11/9/2024	7,806.07
11/15/2024	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 11/9/20	1,823.22
11/15/2024	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 11/9/2024	599.15
11/15/2024	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 11/9/2024	1,093.22
11/15/2024	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 11/9/2024	362.52
11/15/2024	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 11/9/2024	509.76
11/15/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	48,267.78
11/15/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 11/9/20	29,516.18
11/15/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 11/9/20	29,516.18
11/15/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 11/9/2024	7,036.55
11/15/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 11/9/2024	7,036.55
11/29/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	50,369.71
11/29/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 11/23/2	30,559.42
11/29/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 11/23/2	30,559.42
11/29/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 11/23/2024	7,280.78
11/29/2024	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 11/23/2024	7,280.78
12/09/2024	ELECTRONIC ENGINEERING CO	TOWER SERVICE	32.00
12/09/2024	EMS MANAGEMENT & CONSULTANTS INC	OCTOBER EMS BILLING FEE	2,520.72
12/09/2024	EPIC IO TECHNOLOGIES	PROFESSIONAL FEES	405.00
12/09/2024	EPIC IO TECHNOLOGIES	PHONE LINES	155.35
12/09/2024	ESTELA DIAZ	PROFESSIONAL FEES - INTERPRETER	70.00
12/09/2024	FABIAN RUIZ	PROFESSIONAL FEES - INTERPRETER	70.00
12/09/2024	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
12/09/2024	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
12/09/2024	FABIAN RUIZ	PROFESSIONAL FEES - INTERPRETER	70.00
12/09/2024	FAIRPLAY CORPORATION	FIELD 2 SCOREBOARD TOP - WALTER ROOFING	880.00
12/09/2024	FIELDS OUTDOOR ADVENTURES	OTHER EQUIPMENT - AMMO-TRAINING	7,060.00
12/09/2024	FIRST ARRIVING IO, INC	ANNUAL SUBSCRIPTION	1,600.77
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	157.80
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	118.34
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	FIRE EXTINGUISHER INSPECT/REFILL	89.40
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.16
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.16
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.16
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.17
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	FIRST AID RESTOCK	41.85
12/09/2024	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	240.69
12/09/2024	GALLS LLC	NEW OFFICER UNIFORM - M. JENNETT	288.48
12/09/2024	GALLS LLC	IA CRISIS SHIRTS	244.71
12/09/2024	GALLS LLC	UNIFORM ALLOWANCE - FIRE	127.99
12/09/2024	GALLS LLC	NEW OFFICER UNIFORM - M. JENNETT	447.41
12/09/2024	GALLS LLC	NEW OFFICER UNIFORM - M. JENNETT	53.98
12/09/2024	GALLS LLC	NEW OFFICER UNIFORM - G. HAWK	16.20
12/09/2024	GALLS LLC	NEW OFFICER UNIFORM - M. JENNETT	123.25
12/09/2024	GANNETT IOWA LOCALIQ	PH NOTICE	397.63
12/09/2024	GANNETT IOWA LOCALIQ	MINUTES	883.20
12/09/2024	GANNETT IOWA LOCALIQ	LEGAL PUB	22.00
12/09/2024	GANNETT IOWA LOCALIQ	TIF BOND 2024B	98.20
12/09/2024	GENERAL TRAFFIC CONTROLS INC	OPERATIONAL EQUIPMENT REPAIR	1,785.00
12/09/2024	GENESIS HOMES	REFUND OVERPAYMENT	369.41
12/09/2024	GET SOME GUNS	UNIFORM ALLOW - J. LAMP	97.83
12/09/2024	GOVERNMENTJOBS.COM, INC	NEOGOV PERFORM RENEWAL	6,735.00
12/09/2024	GOVERNMENTJOBS.COM, INC	HOSTED SCHEDULER	4,200.00
12/09/2024	GOVERNMENTJOBS.COM, INC	POWERDMS RENEWAL	3,512.47
12/09/2024	GRACE ALLEN HOMES	REFUND OVERPAYMENT	24.50
12/09/2024	GRAINGER	SPLASH PAD REPAIR	58.32
12/09/2024	GRAINGER	SUPPLIES	164.40
12/09/2024	GRAINGER	SAFETY EQUIPMENT	35.15

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	GRAINGER	SAFETY EQUIPMENT	35.15
12/09/2024	GRAINGER	SAFETY EQUIPMENT	35.15
12/09/2024	GRAINGER	SAFETY EQUIPMENT	35.07
12/09/2024	GREATER DES MOINES PARTNERSHIP	PARTNERSHIP DINNER	1,800.00
12/09/2024	GTR DM CONVENTION & VISITORS B	2/7 HOTEL MOTEL OCTBER 24	20,132.00
12/09/2024	GTR DM CONVENTION & VISITORS B	2/7 HOTEL MOTEL NOVEMBER 24	32,673.00
12/09/2024	HACH COMPANY	FREE CHLORINE PACKETS	509.20
12/09/2024	HATCH	PRODUCTION FEES	3,175.00
12/09/2024	HAWKEYE POLYGRAPH	PROFESSIONAL FEES- POLYGRAPH	350.00
12/09/2024	HAWKEYE TRUCK EQUIPMENT	DUMP TRUCK STROBES	240.00
12/09/2024	HAWKEYE TRUCK EQUIPMENT	SNOW PLOW PARTS	622.77
12/09/2024	HI TOUCH BUSINESS SERVICES	SHOP SUPPLIES	156.65
12/09/2024	HI TOUCH BUSINESS SERVICES	SHOP SUPPLIES	57.99
12/09/2024	HI TOUCH BUSINESS SERVICES	PAPER	53.29
12/09/2024	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	41.73
12/09/2024	HOTSY CLEANING SYSTEM	FLEET WASH	192.00
12/09/2024	HOTSY CLEANING SYSTEM	HOTSY REPAIR	155.07
12/09/2024	HOTSY CLEANING SYSTEM	HOTSY HOSE	60.34
12/09/2024	HUBBELL REALTY	REFUND OVERPAYMENT	150.00
11/15/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 11/9/2024	781.79
11/29/2024	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 11/23/2024	781.79
11/15/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 11/9/	6,613.99
11/15/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 11/9/2024	11,030.33
11/15/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 11/9/2024	10,661.31
11/29/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 11/2	6,613.99
11/29/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 11/23/2024	11,180.33
11/29/2024	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 11/23/202	10,732.60
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL CH	161.00
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL FD	264.00
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PD	50.00
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL BLDG	223.50
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PZ	313.00
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PARKS	245.00
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL LIBRARY	311.50
12/09/2024	IMAGE SOLUTIONS	LOGOED APPAREL PW	202.00
12/09/2024	IMFOA	CERT RENEW - GRAHAM	50.00
12/09/2024	IMSA	IMSA MEMBERSHIP FREESTONE	85.00
12/09/2024	IMSA	IMSA MEMBERSHIP ACHESON, GOELLER, SALTMARSH AND TATMAN	340.00
12/09/2024	IMWCA	WC INSTALL #6	14,739.00
12/09/2024	INFOMAX OFFICE SYSTEMS INC	COPIER MAINT	1,252.75
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	466.18
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	11.49
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	15.93
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	16.31
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	10.92
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-YOUNG ADULT	10.92
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	163.77
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	61.26
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	39.06
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	449.08
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	11.49
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	11.24
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	214.85
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	13.93
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	13.81
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	54.64
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	9.74
12/09/2024	INGRAM LIBRARY SERVICES	CHILDREN PROGRAM SUPPLIES	67.35

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	164.11
12/09/2024	INTERSTATE POWER SYSTEMS INC	JET TRUCK REPAIR	1,442.43
12/09/2024	IOWA COMMUNITIES ASSURANCE POOL	BUILDERS RISK INS, GREENBELT LANDING	26,106.00
12/09/2024	IOWA DEPARTMENT OF PUBLIC SAFETY	IDPS MAINT	1,845.00
12/09/2024	IOWA DOT	GLOVES	186.51
12/09/2024	IOWA DOT	GLOVES	186.51
12/09/2024	IOWA DOT	GLOVES	186.51
12/09/2024	IOWA DOT	GLOVES	186.49
11/15/2024	IOWA EARTH WORKS	WALNUT CREEK STREAM PAY REQ 4	227,814.04
12/09/2024	IOWA MEDICAID	DECEMBER GEMT	12,217.85
12/09/2024	IOWA ONE CALL	LOCATES	291.55
12/09/2024	IOWA ONE CALL	LOCATES	291.55
12/09/2024	IOWA-DES MOINES SUPPLY INC	GENIE B FLOOR SCRUBBER	5,525.00
11/15/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,326.20
11/15/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	19,384.18
11/15/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	29,102.64
11/15/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	4,886.73
11/29/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,671.33
11/29/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	19,391.41
11/29/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	29,091.53
11/29/2024	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,116.97
12/09/2024	JOSEPH DEANGELIS	REFUND OVERPAYMENT	19.97
12/09/2024	JUSTIN SAGE	REFUND DEPOSIT	15.78
12/09/2024	KELLIE DYKEMA	TREE LIGHTING BALLOONS	550.00
12/09/2024	KELLY LISLE	REFUND DEPOSIT	78.07
12/09/2024	KELTEK INC	SHORELINE PLUGS	182.15
12/09/2024	KNOCKERBALL 118	HARBACH SAT SPECIALS DEC 7	700.00
12/09/2024	KNOCKERBALL 118	HARBACH SAT SPECIAL NOV 23	700.00
12/09/2024	KRM PROPERTIES	REFUND OVERPAYMENT	20.76
12/09/2024	KRM PROPERTIES	REFUND OVERPAYMENT	18.74
12/09/2024	LINDE GAS & EQUIPMENT INC	OXYGEN TANKS CYLINDER RENTAL	382.71
12/09/2024	LOGAN CONTRACTORS SUPPLY	SUMP PUMP HOSE REPAIR	294.76
12/09/2024	LOWES HOME CENTERS INC	TRAILER SUPPLIES	7.54
12/09/2024	MACQUEEN EQUIPMENT	SWEEPER BROOMS AND PARTS	1,149.44
12/09/2024	MACQUEEN EQUIPMENT	SWEEPER BROOMS	128.62
12/09/2024	MACQUEEN EQUIPMENT	SWEEPER BROOMS	87.34
12/09/2024	MACQUEEN EQUIPMENT	SWEEPER REPAIR PARTS	83.33
12/09/2024	MACQUEEN EQUIPMENT	6 PAIRS OF LEATHER BOOTS	3,547.32
12/09/2024	MAHON TRUCKING LLC	EQUIPMENT FOR WALNUT HILLS PROJECT	390.00
12/09/2024	MAIL SERVICES	NEWSLETTER	1,136.20
12/09/2024	MAIL SERVICES	POSTAGE	2,542.11
12/09/2024	MAIL SERVICES	BILLS	831.61
12/09/2024	MAIL SERVICES	CREDIT POSTAGE	84.59
11/15/2024	MAINLINE CONSTRUCTION INC	NW 99TH CT RECON PAY REQ 7	233,663.40
12/09/2024	MARTIN MARIETTA MATERIALS	WALNUT HILLS PROJECT	1,549.39
12/09/2024	MARTIN MARIETTA MATERIALS	WALNUT HILLS PROJECT	1,891.93
12/09/2024	MARTIN MARIETTA MATERIALS	WALNUT HILLS PROJECT	7,666.12
12/09/2024	MARTIN MARIETTA MATERIALS	WALNUT HILLS PROJECT	3,147.47
12/09/2024	MATHESON TRI-GAS INC	GLOVES	23.00
12/09/2024	MATHESON TRI-GAS INC	PARTS	152.22
12/09/2024	MAX PROPERTY MGMT	REFUND OVERPAYMENT	59.87
12/09/2024	MCCLURE	TEMPORARY PARK PROJECT	15,148.00
12/09/2024	MED ALLIANCE GROUP INC	EOLIFE X TRAINING DEVICE	1,468.54
12/09/2024	MEDIACOM	LIBRARY INTERNET	304.90
12/09/2024	MEDIACOM	LIBRARY INTERNET	19.95
12/09/2024	MENARDS	ICE MAKER REPAIRS	30.96
12/09/2024	MENARDS	SUPPLIES	11.97
12/09/2024	MENARDS	SHOP SUPPLIES	89.99

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	MENARDS	PARK REPAIR	14.74
12/09/2024	MENARDS	LIGHTING REPAIRS	40.94
12/09/2024	MENARDS	156TH TUNNEL LIGHT REPAIR	8.23
12/09/2024	MENARDS	SUPPLIES	75.15
12/09/2024	MENARDS	LED LIGHTING	24.06
12/09/2024	MENARDS	PARK SHELTER REPAIR	32.96
12/09/2024	MENARDS	GROUND MAINT	32.56
12/09/2024	MENARDS	TRAFFIC SUPPLIES	45.87
12/09/2024	MENARDS	SUPPLIES	28.46
12/09/2024	MENARDS	CHIP HAMMER REPAIR	11.67
12/09/2024	MENARDS	LIGHT FIXTURE REPAIRS	69.95
12/09/2024	MENARDS	STREET MAINT SUPPLIES	58.75
12/09/2024	MENARDS	LIGHT FIXTURE REPAIRS	23.82
12/09/2024	MENARDS	PARTS	62.50
12/09/2024	MENARDS	PARTS #777	22.49
12/09/2024	MENARDS	TREE PROTECTION	3,230.80
12/09/2024	MENARDS	SHOP SUPPLIES	24.95
12/09/2024	MENARDS	TOOL BUCKET REPLACEMENT	29.99
12/09/2024	MENARDS	PAINT SUPPLIES	63.65
12/09/2024	MENARDS	BUILDING MAINT	24.99
12/09/2024	MENARDS	SHOP TOOLS	55.43
12/09/2024	MENARDS	SUPPLIES	3.85
12/09/2024	MENARDS	STREET MAINT SUPPLIES	6.47
12/09/2024	MENARDS	SUPPLIES	101.92
12/09/2024	MENARDS	PAINT	65.94
12/09/2024	MENARDS	GROUND MAINT	76.51
12/09/2024	MENARDS	SUPPLIES	16.34
12/09/2024	MENARDS	CREDIT	4.38-
12/09/2024	MENARDS	SUPPLIES	18.17
12/09/2024	MENARDS	BUILDING MAINT	19.96
12/09/2024	MENARDS	SUPPLIES	23.66
12/09/2024	MENARDS	GROUND MAINT	19.99
12/09/2024	MENARDS	SIGNAGE	65.12
12/09/2024	MENARDS	MAILBOX REPLACEMENT	88.90
12/09/2024	MENARDS	TRAINING VIDEO SUPPLIES	39.99
12/09/2024	MENARDS	KITCHEN/SHOP SUPPLIES	56.19
12/09/2024	MENARDS	SUPPLIES-RAI	48.33
12/09/2024	MENARDS	ELECTRICAL BREAKER	5.36
12/09/2024	MENARDS	WASHER FLUID	46.64
12/09/2024	MENARDS	SHOP SUPPLIES	9.96
12/09/2024	MENARDS	SHOP STOCK	67.42
12/09/2024	MENARDS	SHOP SUPPLIES	57.22
12/09/2024	MENARDS	STREET MAINT SUPPLIES	73.76
12/09/2024	MENARDS	CREDIT	73.76-
12/09/2024	MENARDS	STREET MAINT SUPPLIES	52.25
12/09/2024	MENARDS	DRAINAGE TILE	189.60
12/09/2024	MENARDS	RETURN	41.46-
12/09/2024	MENARDS	GROUND MAINT	66.78
12/09/2024	MENARDS	SUPPLIES	88.32
12/09/2024	MENARDS	STREET MAINT SUPPLIES	15.99
12/09/2024	MENARDS	LIGHT FIXTURE REPAIR	19.85
12/09/2024	MENARDS	SOAP DISPENSER	11.99
12/09/2024	MENARDS	C300 WINTER HEATER	59.42
12/09/2024	MENARDS	SAND BAG CART SUPPLIES	29.94
12/09/2024	MENARDS	SUPPLIES	68.97
12/09/2024	MENARDS	ELECTRICAL SUPPLIES	40.03
12/09/2024	MENARDS	REPLACEMENT SOCKETS	78.72
12/09/2024	MENARDS	TRAILER SUPPLIES	29.55

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	MENARDS	WALNUT HILLS PROJECT	673.12
12/09/2024	MENARDS	CEILING TILE	21.12
12/09/2024	MENARDS	ELECTRICAL SUPPLIES	25.98
12/09/2024	MENARDS	BUILDING REPAIR	26.96
12/09/2024	MENARDS	GROUPS MAINT	45.96
12/09/2024	MENARDS	GROUPS MAINT	3.86
12/09/2024	MENARDS	SUPPLIES	33.87
12/09/2024	MENARDS	CREDIT	3.99-
12/09/2024	MENARDS	HOLIDAY LIGHTING	19.99
12/09/2024	MENARDS	SUPPLIES	15.98
12/09/2024	MENARDS	SPRAY PAINT	30.46
12/09/2024	MENARDS	BACKFLOWS TOTES	36.94
12/09/2024	MENARDS	BUILDING MAINT	47.53
12/09/2024	MENARDS	WIPER BLADES	63.70
12/09/2024	MENARDS	GARDEN HOSE ENDS	15.27
12/09/2024	MENARDS	GROUPS MAINT	115.43
12/09/2024	MENARDS	SUPPLIES	47.20
12/09/2024	MENARDS	HOLE SAW	15.99
12/09/2024	MENARDS	SWANSON HOUSE LOCK	108.99
12/09/2024	MENARDS	WALNUT HILLS PROJECT	2.98
12/09/2024	MENARDS	BAGGED SOIL	17.45
12/09/2024	MENARDS	SUPPLIES	16.96
12/09/2024	MENARDS	DRILL BIT	14.99
12/09/2024	METRO WASTE AUTHORITY	YARD WASTE STICKERS	300.00
12/09/2024	METRO WASTE AUTHORITY	LARGE ITEM STICKERS	500.00
12/09/2024	METRO WASTE AUTHORITY	LARGE ITEM STICKERS	600.00
12/09/2024	METRO WASTE AUTHORITY	CURB IT - NOV 24	27,530.38
12/09/2024	METRO WASTE AUTHORITY	SOLID WASTE NOV 24	70,199.26
11/22/2024	METRONET	INTERNET PS	749.28
12/09/2024	MH EQUIPMENT COMPANY	#793 EQUIPMENT MAINT	45.27
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	463.01
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	177.72
12/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	558.36
12/09/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	8,058.10
12/09/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	8,058.10
12/09/2024	MIDAMERICAN ENERGY DAV	WATER FACILITIES	584.94
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,729.89
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	466.23
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,019.28
11/22/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	21.47
11/22/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	23.32
11/22/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	83.97
12/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	58.95
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,305.95
12/09/2024	MIDAMERICAN ENERGY DAV	PW BUILDING	1,538.96
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	29.87
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	41.88
12/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	116.42
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	535.05
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,169.72
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,985.20
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	12.52
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	243.15
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.24
12/09/2024	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	191.47
12/09/2024	MIDAMERICAN ENERGY DAV	STREET LIGHTS	68.05
12/09/2024	MIDAMERICAN ENERGY DAV	WATER FACILITIES	15.10
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.00

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	1,174.33
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	10.00
12/09/2024	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	184.79
10/31/2024	MIDWEST GROUP BENEFITS-	FLEX FUNDS	7,035.84
12/09/2024	MIDWEST TAPE, LLC	EBOOKS HOOPLA FLEX	946.52
12/09/2024	MIDWEST TAPE, LLC	DATA PROCESSING-HOOPLA	18,000.00
12/09/2024	MIDWEST TAPE, LLC	EBOOKS HOOPLA FLEX	54.99
12/09/2024	MIDWEST WHEEL COMPANIES	PLow TRUCK LIGHTS	416.36
12/09/2024	MISTER CAR WASH	CAR WASHES	140.00
12/09/2024	MTI DISTRIBUTING INC	EQUIPMENT MAINT	110.90
10/31/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE	914.85
11/15/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	22,204.69
11/15/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,358.12
11/29/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	22,385.66
11/29/2024	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,434.37
12/09/2024	NAPA DISTRIBUTION CENTER	CREDIT	8.10-
12/09/2024	NAPA DISTRIBUTION CENTER	WATER TRUCKS TOOLS	102.02
12/09/2024	NAPA DISTRIBUTION CENTER	STOCK PARTS	6.77
12/09/2024	NAPA DISTRIBUTION CENTER	VEHICLE MAINT	33.47
12/09/2024	NAPA DISTRIBUTION CENTER	A102 TIRE REPAIR	15.96
12/09/2024	NAPA DISTRIBUTION CENTER	SOCKET RETURN	8.10
12/09/2024	NETWORKS	PROFFESIONAL FEES	562.50
12/09/2024	NETWORKS	HOSTED BACKUP	1,840.00
12/09/2024	NETWORKS	SOFTWARE SUBSCRIPTION	19.25
12/09/2024	NETWORKS	PROFESSIONAL FEES	1,327.50
12/09/2024	NETWORKS	EMAIL FILTERING	24,163.58
12/09/2024	NETWORKS	SERVER REPLACEMENT	3,405.39
12/09/2024	NORTHERN TOOL & EQUIPMENT CO	EQUIPMENT REPAIR	39.98
12/09/2024	NORTHLAND PRODUCTS CO	PARTS	59.87
12/09/2024	NPELRA	NPELRA MEMBERSHIP	215.00
12/09/2024	NYEMASTER-GOODE	PROSECUTIONS	9,517.00
12/09/2024	NYEMASTER-GOODE	CITY COUNCIL	850.00
12/09/2024	NYEMASTER-GOODE	LEGAL HR	3,475.00
12/09/2024	NYEMASTER-GOODE	LEGAL GENERAL	9,563.50
12/09/2024	NYEMASTER-GOODE	LEGAL	289.50
12/09/2024	OCLC INC	DATA PROCESSING-CATALOGING	4,254.58
12/09/2024	OPG-3, INC	PROFESSIONAL FEES	5,125.00
12/09/2024	OPN ARCHITECTS INC	PAY REQ 8- CITY HALL REMODEL DESIGN SERVICES	45,229.45
12/09/2024	OREILLY AUTOMOTIVE INC	VEHICLE WAX / CLEANER	133.93
12/09/2024	OREILLY AUTOMOTIVE INC	VEHICLE OPERATIONS	33.47
12/09/2024	OTTO'S GROTO	MINOR EQUIPMENT-K9	1,071.58
12/09/2024	P & P SMALL ENGINES INC	POLE SAW PARTS	12.99
12/09/2024	P & P SMALL ENGINES INC	POLE SAW AND CHAINS	349.46
12/09/2024	P & P SMALL ENGINES INC	CHAIN SAW PARTS	60.97
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	1,864.44
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	1,491.56
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	372.89
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	30.85
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	21.19
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	195.74
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	195.74
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	1,185.37
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	30.73
10/31/2024	PAYMENTECH - CHASE BANK	Oct CC Fees	19.54
10/31/2024	PAYMENTECH - CHASE BANK	REC PROGRAM REFUND	1,850.00
12/09/2024	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	54.10
12/09/2024	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	54.10
12/09/2024	PFM	2024B ISSUANCE	15,169.00

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	PHIL DICKEY	MARTIAL ARTS INSTRUCTION	485.00
12/09/2024	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	224.95
12/09/2024	PLUMB SUPPLY	HARBACH URINAL REPAIRS	68.06
12/09/2024	POLK COUNTY PUBLIC WORKS	FY24-25 WATERSHED COORDINATOR	6,000.00
12/09/2024	PRODIGY CARE SERVICES	411 RX	54.14
12/09/2024	PRODIGY CARE SERVICES	411 RX	2,004.76
10/31/2024	PROFESSIONAL SOLUTIONS	CC FEES- CLOVER	465.61
12/09/2024	PSYCHOLOGY ASSOCIATES	PROFESSIONAL FEES-MMPI	235.00
12/09/2024	PSYCHOLOGY ASSOCIATES	MENTAL HEALTH CHECK FOR FIRE FIGHTER	366.00
12/09/2024	QUADIENT INC	METER RENTAL	189.00
12/09/2024	QUADIENT INC	METER RENTAL	189.00
12/09/2024	RANDALL WICKEY	REFUND OVERPAYMENT	35.31
12/09/2024	RANGEMASTERS	UNIFORM ALLOW - A. FAULKNER	10.00
12/09/2024	RANGEMASTERS	UNIFORM ALLOW - M. REHBERG	28.49
12/09/2024	RANGEMASTERS	UNIFORM ALLOW - J. LAMP	37.99
12/09/2024	RANGEMASTERS	UNIFORM ALLOW - T. WEILER	54.74
12/09/2024	REACH	LEISURE SERVICES TV MARKETING	1,000.00
11/15/2024	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 11/9/2024	1,183.04
12/09/2024	RES GREAT LAKES, LLC	WALNUT HILLS PROJECT	1,976.56
12/09/2024	RHOMAR INDUSTRIES INC.	PARTS	1,143.36
12/09/2024	RICK FARRELL	REFUND DEPOSIT	20.54
12/09/2024	RINGCENTRAL INC	HOSTED VOICE	2,730.48
12/09/2024	RINGCENTRAL INC	PROFESSIONAL FEES	13,489.20
11/22/2024	RINGCENTRAL INC	PROFESSIONAL FEES	1,209.60
11/22/2024	RINGCENTRAL INC	PROFESSIONAL FEES	1,008.00
12/09/2024	RJ THOMAS MFG CO INC	PARK BENCHES	3,046.00
12/09/2024	ROSS LAND SURVEYING, INC	GROUNDS MAINT	5,000.00
12/09/2024	ROSSI COMPANY LLC	TREE LIGHTING FACE PAINTING	160.00
12/09/2024	RYAN JACKSON	REFUND DEPOSIT	33.47
12/09/2024	SECTOR	VEHICLES SETUP #205	22,027.68
12/09/2024	SECTOR	NEW CAR SETUP-#209	19,366.08
12/09/2024	SECTOR	NEW CAR SETUP - #205	1,914.00
12/09/2024	SECTOR	NEW CAR SETUP - #205	329.00
12/09/2024	SECTOR	NEW CAR SETUP - #209	385.00
12/09/2024	SHANDRI PHOTOGRAPHY	PHOTOGRAPHY	285.00
12/09/2024	SHREDDER, THE	DOCUMENT DISTRUTION	138.00
12/09/2024	SILVERCREST PROPERTIES	WALNUT RIDGE TAX REBATE	88,426.57
12/09/2024	SMITHGROUP, INC	GREENBELT LANDING PRECON WORK	6,407.20
11/15/2024	SNYDER & ASSOCIATES	UNIVERSITY BLVD PUMP STATION PAY REQ 15	13,066.84
11/15/2024	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 10	122,641.69
12/09/2024	SOUTH DALLAS COUNTY LANDFILL	GROUNDS MAINT	149.00
12/09/2024	SOUTH DALLAS COUNTY LANDFILL	GROUNDS MAINT	91.00
12/09/2024	SOUTH DALLAS COUNTY LANDFILL	GROUNDS MAINT	94.00
12/09/2024	SPRAYER SPECIALTIES INC	TRAILER SUPPLIES	313.53
12/09/2024	STATE HYGENIC LABORATORY	TESTING	550.00
11/15/2024	STERNQUIST CONSTRUCTION INC	HICKMAN RD/NW 161ST ST PAY REQ 6	10,324.50
12/09/2024	STEW HANSEN	SHOP SUPPLIES	17.03
12/09/2024	STIVERS FORD	VEHICLE OPERATIONS	72.08
12/09/2024	STIVERS FORD	#707 VEHICLE REPAIR	502.45
12/09/2024	STIVERS MIDWEST PRO UPFITTERS	#738 FLOOR MATS	420.90
12/09/2024	STIVERS MIDWEST PRO UPFITTERS	#703 FLOOR MATS	420.90
12/09/2024	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	23,600.00
12/09/2024	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	14,160.00
12/09/2024	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	7,057.50
12/09/2024	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
12/09/2024	SWAIM APPRAISAL SERVICES	APPRAISAL	450.00
12/09/2024	TARGET SOLUTIONS LEARNING	SOFTWARE SUBSCRIPTION	1,672.65
12/09/2024	TERRACON CONSULTANTS INC	LIBRARY HAZARDOUS MATERIAL TESTING PAY REQ 1	2,677.00

Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	TONY MORO POWDER COAT & BLASTING	GROUNDS MAINT	2,400.00
11/15/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 11/9/2024	27,143.00
11/29/2024	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 11/23/2024	28,289.00
10/31/2024	TREASURER STATE OF IOWA	WATER EXCISE TAX	37,321.66
10/31/2024	TREASURER STATE OF IOWA	UTILITY SALES TAX	9,567.47
10/31/2024	TREASURER STATE OF IOWA	REC SALES TAX	653.80
12/09/2024	TRUCK EQUIPMENT INC	VEHICLE MARKERS	46.55
12/09/2024	ULINE	PW REMODEL	539.31
11/30/2024	UMB Bank	2024B REG FEE	300.00
11/30/2024	UMB Bank	2023B REG FEE	600.00
11/30/2024	UMB Bank	2013A INTEREST	9,200.00
11/30/2024	UMB Bank	2016 INTEREST	2,362.50
11/30/2024	UMB Bank	2017A INTEREST	3,891.25
11/30/2024	UMB Bank	2017B INTEREST	4,575.00
11/30/2024	UMB Bank	2024A INTEREST	133,297.22
11/30/2024	UMB Bank	2021A INTEREST	36,400.00
11/30/2024	UMB Bank	2021B INTEREST	58,695.00
11/30/2024	UMB Bank	2021C INTEREST	111,621.88
11/30/2024	UMB Bank	2022A INTEREST	69,875.00
11/30/2024	UMB Bank	2023A INTEREST	88,875.00
11/30/2024	UMB Bank	2023B INTEREST	118,212.51
11/30/2024	UMB Bank	2019B INTEREST	43,352.50
11/30/2024	UMB Bank	2019A INTEREST	26,237.50
11/30/2024	UMB Bank	2019A INTEREST	1,750.00
11/30/2024	UMB Bank	2019C INTEREST	24,900.00
11/30/2024	UMB Bank	2020A INTEREST	24,475.00
11/30/2024	UMB Bank	2020B INTEREST	48,873.75
10/31/2024	UMB Bank	2019B REG FEE	600.00
10/31/2024	UMB Bank	2019C REG FEE	600.00
12/09/2024	UNITED RENTALS	WALNUT HILLS PROJECT	1,332.00
11/15/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 11/9/2024	162.12
11/29/2024	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 11/23/2024	162.12
10/31/2024	USPS	UB Postage	78.41
12/09/2024	VAN MAANEN ELECTRIC	REFUND DEPOSIT	585.14
11/22/2024	VERIZON	DATA PLANS	1,802.94
11/22/2024	VERIZON	IPADS	399.99
12/09/2024	VERIZON	CELL DATA SERVICE	166.63
12/09/2024	VERIZON	CELL DATA SERVICE	55.54
12/09/2024	VERIZON	CELL DATA SERVICE	156.56
12/09/2024	VERIZON	DATA PROCESSING HOT SPOTS	80.02
12/09/2024	VERIZON	DCU CELL	125.16
12/09/2024	VESTIS	UNIFORMS	103.24
12/09/2024	VESTIS	UNIFORMS	57.62
12/09/2024	VESTIS	UNIFORMS	57.62
12/09/2024	VESTIS	UNIFORMS	21.61
12/09/2024	VESTIS	UNIFORMS	134.66
12/09/2024	VESTIS	UNIFORMS	75.16
12/09/2024	VESTIS	UNIFORMS	75.16
12/09/2024	VESTIS	UNIFORMS	28.18
12/09/2024	VESTIS	UNIFORMS	21.37
12/09/2024	VESTIS	UNIFORMS	56.99
12/09/2024	VESTIS	UNIFORMS	56.99
12/09/2024	VESTIS	UNIFORMS	102.11
12/09/2024	VESTIS	UNIFORMS	21.37
12/09/2024	VESTIS	UNIFORMS	56.99
12/09/2024	VESTIS	UNIFORMS	56.99
12/09/2024	VESTIS	UNIFORMS	102.11
12/09/2024	VICKI ALBRECH	REFUND OVERPAYMENT	99.13

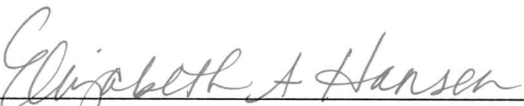
Date Paid	Vendor Name	Description	Amount Paid
12/09/2024	VIPIN BHAVSAR	REFUND PROGRAM	130.00
12/09/2024	VOCAL PARENTS ASSOCIATION	CLIVE MAYOR'S TREE LIGHTING	200.00
12/09/2024	WATERLOO TENT & TARP COMPANY INC	CAMPBELL CONCESSION STORM DAMAGE CANOPY REPLACEMENT	3,319.14
11/22/2024	WEST DES MOINES WATER WORKS	WATER FACILITIES	298.30
11/22/2024	WEX BANK	FUEL	161.10
11/22/2024	WEX BANK	FUEL	29.64
11/22/2024	WEX BANK	FUEL	39.24
11/22/2024	WEX BANK	FUEL	1,326.17
11/22/2024	WEX BANK	FUEL	810.79
11/22/2024	WEX BANK	FUEL	2,707.69
11/22/2024	WEX BANK	FUEL	316.70
11/22/2024	WEX BANK	FUEL	550.21
11/22/2024	WEX BANK	FUEL	5,524.44
11/22/2024	WEX BANK	FUEL	802.34
11/22/2024	WEX BANK	FUEL	1,301.18
11/22/2024	WEX BANK	FUEL	1,351.07
11/22/2024	WEX BANK	FUEL	2,506.59
11/22/2024	WEX BANK	FUEL	185.24
10/31/2024	XPRESS BILL PAY	Tran Fees- UB	1,080.94
10/31/2024	XPRESS BILL PAY	Tran Fees- UB	864.75
10/31/2024	XPRESS BILL PAY	Tran Fees- UB	216.19
10/31/2024	XPRESS BILL PAY	Tran Fees- PD	11.31
10/31/2024	XPRESS BILL PAY	Tran Fees- Rec	16.38
10/31/2024	XPRESS BILL PAY	Tran Fees- Pool	16.38
10/31/2024	XPRESS BILL PAY	Tran Fees- CD	60.45
10/31/2024	XPRESS BILL PAY	Tran Fees- PW	.78
10/31/2024	XPRESS BILL PAY	Tran Fees- Admin	25.63
12/09/2024	ZIMCO SUPPLY CO	ICE MELT	1,100.00
12/09/2024	ZIMCO SUPPLY CO	HYDROMULCH	600.00
Grand Totals:			4,699,359.20

Date Paid	Vendor Name	Description	Amount Paid
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The following expenditures have been reviewed and authorized as being justified and properly due and made in accordance to city guidelines.
This listing has been prepared by Finance Department staff and is being submitted to the City Council for approval.

Bill List Claims	\$	4,699,359.20
(11/12/2024 - 12/09/2024)		
Payroll		
(11/15/2024)		311,328.21
Payroll		
(11/29/2024)		321,674.44
Total	\$	5,332,361.85

Of the total payrolls, \$433.21 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date: 12/9/2024

Dated: _____

City Council:

- Srikant Mikkilineni
- Eric Klein
- Ted Weaver
- Michael McCoy
- Susan Judkins



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: December 12, 2024

RE: Resolution Approving City of Clive 2025 State Legislative Priorities

SYNOPSIS:

At its November 14 meeting, the Council discussed the draft state legislative priorities and directed staff to prepare a final draft. Staff have incorporated the Council's edits into this version. Once approved, staff will share the document with Clive's state legislators and other stakeholders.

Attachments:

1. 2025 Clive Legislative Priorities FINAL 11.18.24
2. Res Approving 2025 Leg Priorities 12.9.24

Memo

TO: Mayor Edwards and Clive City Council
FROM: Assistant City Manager Pete De Kock
DATE: 11/11/24
RE: City of Clive 2025 State Legislative Priorities



City of Clive 2025 State Legislative Priorities

- 1) **Build a competitive tax environment that delivers value for taxes paid and promotes growth.** This environment should enable investments in public infrastructure and sustainable services and create workforce-attracting amenities. Property taxes, in particular, should be predictable for taxpayers and cities.
- 2) **Ensure the taxable valuation of newly developed or redeveloped property is sufficient to pay for the expanded public services and infrastructure serving the development, thereby eliminating a barrier to sustainable economic growth.**
- 3) **Protect local government tools to incentivize economic development, specifically tax increment financing (TIF) and Local Option Sales and Services Taxes (LOSST).**
- 4) Preserve the ability of cities to maintain strong bond ratings to minimize borrowing costs.
- 5) Promote strategies to increase taxpayers' and other stakeholders' understanding of how public investments create value and economic vitality in Iowa. Specifically, the Truth in Taxation mailing should be improved so taxpayers understand what portion of their property taxes are going to various taxing entities and how those entities invest tax dollars.
- 6) **Develop revenue-generating flexibility and cost-saving measures for Iowa local governments to decrease dependence on property taxes.** This includes targeted and sufficient funding for state agencies and programs that cities use to build high-quality infrastructure and improve service delivery. It also means improving state programs and policies that can delay infrastructure projects and add costs to service delivery. For example, the state should consider supporting tuition payments for individuals attending the law enforcement academy.
- 7) Advocate for fair pension contributions for all public employees and employers. The IPERS formula of employer/employee contribution percentages is fair. The Municipal Fire and Police Pension System of Iowa (MFPSI) should use a similar formula.
- 8) **Advocate for cities' authority to make decisions at the local level that affect community conditions, such as fireworks control, zoning, utility rates, and building codes.**

- 9) Modernize and set consistent requirements for municipal public notice publications and clarify public record policy regarding government social media and website content.
- 10) Amend state rules so that if a municipal snowplow operator hits a vehicle or other property during spreading and plowing activities, that traffic incident is not reported on the operator's driving record.
- 11) Develop a comprehensive state water resources excellence plan and provide additional resources to rural and urban stakeholders to increase flood resilience and achieve meaningful water quality and quantity results.
 - a. Support sustainable Iowa Water Land & Legacy (IWLL) funding without taking Local Option Sales and Services Tax (LOSST) control away from cities where voters have approved the tax for specific purposes.
 - b. Support increased funding for the Iowa REAP and Water Quality Initiative Urban Conservation Projects grant program.
 - c. Support annual Iowa Department of Natural Resources (DNR) funding for updates to the Iowa Stormwater Management Manual.
 - d. Enact strategies for preventing and mitigating perfluoroalkyl and poly-fluoroalkyl substances (PFAS), harmful algal blooms (HABs), and other pollutants that threaten drinking water supplies, aquatic habitats, and recreation opportunities.
 - e. Direct the Iowa Department of Transportation to become a Municipal Separate Storm Sewer System (MS4) permitted entity.
 - f. Support state funding for the Iowa Flood Center.
 - g. Research strategies for partnering with cities and other entities to dispose of PFAS chemicals, such as firefighting foams, safely.
 - h. Direct the Iowa DNR to create an efficient state permitting process for stream restoration projects that compliments the U.S. Army Corps of Engineers process.
 - i. Support the creation of the Statewide Hydrologic Network, which will enhance flood monitoring and prediction.
 - j. Support state funding for watershed coordinator salaries.

RESOLUTION NO. _____

RESOLUTION APPROVING THE CITY OF CLIVE 2025 STATE LEGISLATIVE
PRIORITIES

WHEREAS, City staff and elected officials interact with the City's state legislative representatives on a regular basis; and

WHEREAS, the City wishes to have a cohesive legislative strategy when discussing state legislative policy with Clive's representatives; and

WHEREAS, the City Council identified the update of the annual legislative priorities as an action item in the City's 2024-25 Strategic Plan; and

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa, that the City of Clive 2025 State Legislative Priorities attached hereto are hereby approved.

PASSED AND APPROVED this 12th day of December 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: John Edwards, Mayor

DATE: December 12, 2024

RE: Approve Mayoral Appointments to Clive Boards and Commissions - 2025

SYNOPSIS:

City Council Members, the following appointments and/or reappointments to Boards and Commissions are recommended:

Board of Adjustment

- Reappointment of Rosie Fitzgerald to a full term beginning 01/01/2025 to 12/31/2029

Building Code Appeals Board

- Appointment of DJ Roettger to a full term beginning 01/01/2025 to 12/31/2027

Civil Service Commission

- Reappointment of Roxann Ryan to a second full term beginning 04/01/2025 to 03/31/2028

Library Board

- Appointment of Dan Valentine to a full term beginning 01/01/2025 to 12/31/2027

- Appointment of Jules Burnette to a full term beginning 01/01/2025 to 12/31/2027

- Reappointment of Fabian Perez to a second full term beginning 01/01/2025 to 12/31/2027

Parks, Recreation and Public Arts Board

- Reappointment of Megan Corey to a full term beginning 01/01/2025 to 12/31/2027

- Appointment of David Hulet to a full term beginning 01/01/2025 to 12/31/2027

Planning & Zoning

- Reappointment of Lindsay Brandon to a full term beginning 01/01/2025 to 12/31/2029

- Reappointment of Milly Ortiz-Pagan to a full term beginning 01/01/2025 to 12/31/2029

*PLEASE NOTE: Volunteer applications and resumes are private and not visible in the packet to the general public.

Attachments:

1. Rosie Fitzgerald
2. DJ Roettger
3. Roxann Ryan
4. Dan Valentine
5. Jules Burnette
6. Fabian Perez
7. Megan Corey
8. David Hulet
9. Lindsay Brandon
10. Milagros Ortiz-Pagan



Memo

TO: Mayor and Council members

FROM: John Edwards, Mayor

DATE: December 12, 2024

RE: Approve Mayoral Appointments to Regional Boards and Commissions - 2025

SYNOPSIS:

Attached for your approval are the 2025 appointments of Staff and Council Members to regional boards and commissions.

Attachments:

1. 2025 Mayoral Regional Board Appointments

MAYOR APPOINTMENTS 2025
12-12-2024

<u>Mayor Pro-Tem</u>	Michael McCoy
<u>City Ambassador</u>	Eric Klein
<u>Animal Review Committee</u>	Ted Weaver, Srikant Mikkilineni, Matt McQuillen
<u>Bravo Greater Des Moines</u>	Susan Judkins, Rep, Pete De Kock, Alt.
<u>Central Iowa Code Consortium</u>	Ryan Mayer, Rep.
<u>SUDAS Central Region Committee</u>	Jeff May, Rep., Jim Hagelie, Alt.
<u>Central Iowa Water Trails Board/ICON</u>	Ted Weaver, Rep., Pete De Kock, Alt.
<u>Central Iowa Water Works</u>	John Edwards, Rep., Matt McQuillen, Alt.
<u>Central Iowa Water Works Long-Range Planning Committee</u>	Jeff May, Rep., Jerry Freestone, Alt.
<u>Central Iowa Water Works Technical Committee</u>	Jeff May, Rep., Jerry Freestone, Alt.
<u>Clive Community Foundation</u>	Ted Weaver, Rep., Richard Brown, Alt.
<u>Catch Des Moines/CVB</u>	Eric Klein, Rep., John Edwards, Alt.
<u>County E911 Board</u>	Mark Rehberg, Rep., Clay Garcia, Alt. – Dallas Clay Garcia, Rep., Mark Rehberg, Alt. – Polk
<u>Dallas County Emergency Management Commission</u>	Eric Klein, Rep., John Edwards, Alt. Mark Rehberg, Alt.
<u>Dallas County Housing Trust Fund Board</u>	Ryan Mayer
<u>DART</u>	Srikant Mikkilineni, Rep., Michael McCoy, Alt.
<u>Iowa Stormwater Education Partnership (ISWEP)</u>	Pete De Kock, Rep., Rai Tokuhisa, Alt.
<u>Metro Advisory Council</u>	John Edwards, Rep., Eric Klein, Rep.
<u>Metro Waste Authority</u>	Ted Weaver, Rep., John Edwards, Alt.
<u>MILAG</u>	John Edwards, Rep., Michael McCoy, Alt.
<u>MPO Policy Group</u>	Ted Weaver, Rep., Eric Klein, Alt.,
<u>MPO Transportation Technical Committee</u>	Jeff May, Rep., Jim Hagelie, Alt.
<u>Local Hazard Mitigation Team</u>	Richard Brown, Jeff May, Clay Garcia, Doug Ollendike
<u>North Raccoon River WMA</u>	Susan Judkins, Rep., Pete De Kock, Alt.
<u>Personnel Committee</u>	John Edwards, Ted Weaver, Susan Judkins

- Continued -

Polk County Emergency Management Commission

John Edwards, Rep., Eric Klein, Alt. Clay Garcia, Alt.,
Mark Rehberg, Alt.

Polk County Homeless Coordinating Council

Susan Judkins, Rep., Ted Weaver, Alt.

Walnut Creek Watershed Management Authority

Susan Judkins, Rep., Srikant Mikkilineni, Alt. Rai
Tokuhisa, Alt.

WRA Management Agency

Michael McCoy, Rep., Matt McQuillen, Alt.

WRA Technical Agency

Jeff May, Rep., Jim Hagelie, Alt.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve City Council Calendar - 2025

SYNOPSIS:

Attached calendar has been drafted for your approval.

Attachments:

1. CALENDAR 2025 Council

2024

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
					2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	02	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

 Council Meetings

 Work Sessions

 City Holidays

Updated 11/15/2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Resolution Adopting the City of Clive 2025 Fee Schedule

SYNOPSIS:

Changes for 2024 are indicated in the "redline" version attached hereto.

Attachments:

1. 2025 Fee Schedule Resolution
2. 2025 City of Clive Fee Schedule
3. 2025 City of Clive Fee Schedule - Redline

RESOLUTION NO. _____

RESOLUTION ADOPTING THE CITY OF CLIVE FEE SCHEDULE FOR 2025

WHEREAS, the Fee Schedule for services provided by the City of Clive has been submitted to the City Council for approval, pursuant to the Clive Code of Ordinances; and

WHEREAS, the City Council of the City of Clive desires to approve the City of Clive Fee Schedule for 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the City of Clive Fee Schedule 2025, is hereby approved,
effective January 1, 2025.

PASSED AND APPROVED THIS 12th day of December 2025.

By: _____
John D. Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

DescriptionFee**Noise Permits and After Hours Permits:**

Residential Noise Permits	\$20
Commercial Noise Permits	\$50
After Hours Business Permit	\$500 annually

Mobile Food Unit Permits:

Standard Mobile Food Unit License Fee	\$100 annually
Restricted Mobile Food Unit License Fee	\$50 annually
Fresh Raw Produce Sales Only	
Class III and IV Mobile Food Unit Fire Inspection	\$70 annually

Massage Therapy Business License Fee:

\$75

Annual Review Fee	No Charge
<i>The business will be required to go through the annual review process.</i>	

Massage Therapist Fee(s):

\$25 Per Therapist

<i>Therapist Fee(s) are in addition to a Massage Therapy Business License Fee. Upon initial application, the combined License Fee and Therapist Fee will be limited to a maximum charge of \$150.</i>	
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Supervision/Copying of Records:

Media, for storage and transmission of records (paper, CD's, DVD's, USB Drives, etc.)	Actual cost as calculated at the time of the request
Staff services exceeding 30 minutes	Employee hourly rate (1/4 hr increments)
Postage Charges - Certified Mail, Regular Mail	Actual Cost
Legal services of City Attorney (if necessary)	Actual Cost

Animal Control Fees:

Annual Pet License	Spayed or Neutered Dog	\$19
	Intact Dog	\$29
	Late Fee (after April 30)	\$10 additional
	Spayed or Neutered Cat	\$17
	Intact Cat	\$24
	Late Fee (after April 30)	\$10 additional
Impound of Animal	1 st Offense	\$50
	2 nd Offense	\$75
	3 rd and Subsequent	\$100
Replacement of a lost License Tag		\$4 per incident

Miscellaneous Fees:

NSF Fees	\$30
Public Property Special Events Application Fee	\$75
Kennel Permit Fee	\$50
Pawnbroker Permit	\$250
Solicitor Permit - \$20 nonrefundable application fee	\$20/day or \$100/week
Solicitor Permit - for door hangers	\$30/week

City of Clive Fee Schedule 2025

ADMINISTRATION

Clive Flag	\$90
Utility Lien Administration Fee	\$10
Special Assessment Administration Fee (Nuisances)	\$50
Income Offset Program Administration Fee	\$13 plus state charges

Collection Fees:

Collection Agency Service Administration Fee	\$25
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COMMUNITY DEVELOPMENT**Description****Fee****Administrative:**

Board of Adjustment	\$275
Development Applications – Site Plan, Site Plan Amendment Preliminary Plat	\$300
Development Applications – Rezoning	\$700
Development Applications – Construction Drawings	\$150
Development Applications – Final Plat	\$175
Development – Document Recording Fees	All costs incurred will be billed to the developer
Development – Construction Observation Fees	All costs incurred will be billed to the developer
Development – Legal Fees	All costs incurred will be billed to the developer
Plan Review – Administrative	\$50/hr
Plan Review – Planner	\$57/hr
Plan Review – Engineer	\$80/hr
Water Resources Engineer	\$62/hr
Plan Review – CDD	\$113/hr
Plan Review/Inspections - Building Official	\$84/hr
Plan Review/Inspections - Building Inspectors	\$62/hr
Engineering Inspection	\$61/hr (7:00am to 5:00 pm M-F) \$91/hr (after 5:00 pm M-F and anytime Sat or Sun)
Plat-of-Survey	\$60

Code Enforcement Fees:

Nuisance Abatement Administrative Fee	\$60/hr (1 hr minimum)
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Zoning Fees:

Temporary Site Plan	\$30
Building Mounted Signs+	\$75
Ground Mounted Signs+	\$100
Building or Ground Mounted Sign Remodel+	\$30
Commercial Temporary Signs	\$30
Zoning Compliance Form	\$0
Site/Building Compliance Form	\$45 Base fee plus per hour/Fee Schedule
Level 2 Home Occupation Permit	\$30

Building Permit Fees:

Building permit fees with the exception of the job types identified below shall be calculated based on the 2025 Building Permit Fee Calculation Worksheet. (See attached)

Inspections outside of normal business	\$95/hr after 5:00pm M-F and anytime Sat or Sun)
Re-inspection fee assessed	\$65/hr
Inspections for which no fee is specifically indicated	\$65/hr
Additional plan review required by changes, additions or revisions to approved plans	\$65/hr

Work Without Permit	2 times permit fee or \$250, whichever is less
Plan Review Fee – Commercial with no Architect	50% of building permit fee or \$170, whichever is less
Building Permit Re-Issuance/Transfer Fee	\$100
Building Permit Residential Remodel	\$170
Building Permit Residential Basement Finish	\$200
Building Permit Residential Addition	\$225
Building Permit Commercial Tenant Finish/Remodel	Combo of contractor value/appropriate value of fee table or \$370, whichever is less
Building Permit Commercial Addition	Combo of Value/75% of new const. cost or \$375 minimum fee
Accessory Buildings-up to 400 sf, no on-site construction*	\$25
Accessory Buildings- any size, on-site construction**	\$25 Plus valuation under Utility VB
Accessory Structure (fence, dumpster enclosures, cart corrals, sport courts, etc.)	\$25
Construction within easement (w/field review)	\$85
Construction within easement (admin only)	\$55
Accessory Structure (deck, pergola new)	\$140
Accessory Structure (deck remodel)	\$75
Swimming Pools (includes grading) - trades are separate	\$165
Swimming Pools Above-ground - trades are separate	\$100
Egress Window	\$75
Mechanical Permit	\$115
Electrical Permit	\$115
Plumbing Permit	\$115
Wireless – new system – trades separate	\$185
Wireless – upgrade to existing – trades separate	\$100
Renewable Energy Systems (Solar, wind)	\$165
Homestead Exemption Trade Permit	\$130 per trade
Demolition Permit	\$85 - minor \$100 – major (bldg/utility removal)
Excavation/Grading Permit	\$345 for first acre- \$50 for each additional acre or fraction thereof
Excavation/Grading Permit -minor (less than 2,500 sf)	\$65
Approach only or Approach w/Sidewalk Replacement	\$130
Sidewalk Replacement	\$70
+ Additional plan review fees may be charged at the “Plan Review – Planner” hourly rate for each re-submittal beyond the third.	
* Pre-packaged material with minimal to no assembly required or delivered to the site pre-assembled	
** On-site construction includes stick-built structures or assembly requiring knowledge of construction methods	
Application for Temporary CO Winter Temp CO starts upon freeze conditions and extends to May 31 of the following calendar year. Winter Temp CO will require an agreement to complete signed by the permit applicant with the following surety: Residential – copy of escrow or \$2500 Commercial – Surety bond to cover 100% or remaining items	\$100- outside winter TCO limited to 14 days per extension

City of Clive Fee Schedule 2025

COMMUNITY DEVELOPMENT

TCO Outside Winter Extension- each limited to 14 days *** Delinquency see footnote below	1 st -\$200 / 2 nd and each thereafter- \$300 Each extension is 14 days
*** Delinquency- prior to the issuance of any certificate of occupancy, new permit issuance, extension of any current permit or reactivation of any expired permit, any and all delinquent charges shall be paid.	

Fire Pre-Plan Fee (square footage):

	New Construction	Remodel
Residential (apt/condo if required)	\$250	\$75
Commercial, Industrial		
0 to 10,000	\$200	
0-1,000		\$0
1,000-10,000		\$75
10,001 to 17,500	\$250	\$150
17,501 to 25,000	\$300	\$150
25,001 to 37,500	\$350	\$150
37,501 to 50,000	\$400	\$150
Over 50,000	\$500	\$150

Rental Housing/Building Code Appeals Board:

Rental Certificate	SF/TH/Condo	\$65 (bi-annual)
	Duplex	\$65 (bi-annual) 1st unit & \$32.50 per addt'l unit per building
	Apartments	\$65 (bi-annual) 1st unit & \$32.50 per addt'l unit per building
Failure to Register/Obtain Rental Certificate		\$250
Failure to Schedule Audit Inspection		\$250
Audit Inspection Re-Schedule		\$65
Complaint Inspection		\$150
Re-Inspection		\$65/hr (1-hour minimum)
Building Code Appeals Variance/Appeal		\$275
Late Payment		\$25

2025 BUILDING PERMIT FEE CALCULATION WORKSHEET**ASSUMPTIONS-**

The purpose of this calculation is to establish permit fees so as to ensure that the services provided by the Construction Services Division of the Community Development Department are primarily funded by the building permit applicants (100% of the permit administration, plan review and inspection expenses will be recovered through building permit fees).

It is important to note that while the permit fee is calculated based on the following estimates of the building construction value, the data is only intended to aid in the calculation of the permit fees. The actual "value" of the building will be determined by the appropriate taxing entities.

The proposed budget for the Construction Services Division for the 2025 period is estimated at \$506,174.

Utilizing the past construction value average, it is assumed there will be approximately \$76,455,239 in new construction value during the period.

In the case that there is significant variance between the calculated building construction value and the actual construction contract amount, the Construction Services Administrator shall have the authority to revise the permit fee based on the provided contract amount.

BUILDING PERMIT FEE MULTIPLIER-

The Building Permit Fee Multiplier (PFM) is calculated based on the total average annual construction value and the Construction Services Division budget

$$\text{Permit Fee Multiplier} = \frac{\text{Construction Services Division Budget}}{\text{Total Average Construction Value}}$$

$$\text{Permit Fee Multiplier} = \frac{\$506,174}{\$76,455,239}$$

$$\text{Total Average Construction Value} = \$76,455,239$$

$$\text{Permit Fee Multiplier} = 0.0066$$

SQUARE FOOT CONSTRUCTION COSTS TABLE-

The Square Foot Construction Costs Table was based upon the Building Valuation Data from the International Code Council, with the following exceptions:

- Private garage space in connection with the construction of a new residential dwelling unit will be calculated from the Utility, miscellaneous group rate.
- Unfinished basements in connection with the construction of a new residential dwelling unit will be calculated as \$31.50/square foot.
- Finished basements in connection with the construction of a new residential dwelling unit will be calculated at \$57.00/square foot.
- Decks and patios in connection with a new residential dwelling unit will be calculated at \$30.00/square foot.
- Basement finishes in connection with an existing dwelling unit will be charged a flat fee of \$200.
- Residential remodels will be charged a flat fee of \$170.
- Residential additions will be charged a flat fee of \$225.
- New decks in connection with an existing dwelling will be charged a flat fee of \$140.

- Deck remodels (No Footing- add \$65 if footings) in connection with an existing dwelling will be charged a flat fee of \$75.
- Commercial shell buildings will be calculated at 80% of the appropriate square foot construction costs plus a fire pre-plan fee.
- Footing/foundation only permit will be calculated at 10% of the appropriate square foot construction costs.
- Commercial tenant finishes and remodels will be calculated using the appropriate column in the fee table in combination with the construction valuation provided by the contractor. A minimum fee of \$370 will be charged for all commercial tenant finishes and remodels.
- A plan review fee (Min.\$170) will be assessed per the fee table if additional time is accrued for plan reviews due to inaccurate plans or if staff conducts a plan review and the project does not move forward with construction.
- Commercial additions will be calculated using a combination of the provided construction valuation and 75% of the new construction cost as listed on the fee table plus a fire pre-plan fee. A minimum fee of \$375 will be charged for all commercial additions.

INTERNATIONAL BUILDING CODE TABLE

Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	333.98	322.10	312.59	300.28	280.58	272.46	290.01	261.47	251.46
A-1 Assembly, theaters, without stage	306.63	294.75	285.24	272.92	253.47	245.34	262.66	234.35	224.35
A-2 Assembly, nightclubs	264.07	256.33	248.28	238.82	223.69	217.61	230.62	203.42	195.71
A-2 Assembly, restaurants, bars, banquet halls	263.07	255.33	246.28	237.82	221.69	216.61	229.62	201.42	194.71
A-3 Assembly, churches	311.21	299.32	289.82	277.50	258.18	250.05	267.24	239.06	229.06
A-3 Assembly, general, community halls, libraries, museums	261.35	249.47	238.96	227.64	207.19	200.06	217.38	188.07	179.07
A-4 Assembly, arenas	305.63	293.75	283.24	271.92	251.47	244.34	261.66	232.35	223.35
B Business	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
E Educational	279.20	269.50	260.98	250.17	233.48	221.55	241.57	204.55	198.00
F-1 Factory and industrial, moderate hazard	162.52	154.68	144.93	139.48	124.19	118.17	132.99	102.98	95.90
F-2 Factory and industrial, low hazard	161.52	153.68	144.93	138.48	124.19	117.17	131.99	102.98	94.90
H-1 High Hazard, explosives	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	N.P.
H234 High Hazard	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	85.33
H-5 HPM	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
I-1 Institutional, supervised environment	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
I-2 Institutional, hospitals	459.84	449.45	439.33	427.82	403.26	N.P.	417.81	377.98	N.P.
I-2 Institutional, nursing homes	319.21	306.86	296.74	285.23	264.10	N.P.	275.22	238.82	N.P.
I-3 Institutional, restrained	341.48	331.09	320.97	309.46	288.34	278.89	299.46	263.05	251.33
I-4 Institutional, day care facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
M Mercantile	197.08	189.34	177.79	171.82	156.33	151.25	163.63	136.06	129.35
R-1 Residential, hotels	267.42	258.06	249.33	240.60	220.62	214.60	240.64	198.79	192.64
R-2 Residential, multiple family	223.61	214.25	205.52	196.79	177.77	171.76	196.82	155.95	149.80
R-3 Residential, one- and two-family ^d	211.77	205.84	200.99	197.13	190.36	183.32	193.75	177.67	167.37
R-4 Residential, care/assisted living facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
S-1 Storage, moderate hazard	150.65	142.81	133.05	127.61	112.61	106.60	121.11	91.40	84.33
S-2 Storage, low hazard	149.65	141.81	133.05	126.61	112.61	105.60	120.11	91.40	83.33
U Utility, miscellaneous	115.27	108.48	100.93	96.59	86.02	80.36	91.94	68.09	64.85

- a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$31.50 per sq. ft.

FIRE DEPARTMENT

DescriptionFee**Emergency Medical Services Fee:**

Service or Equipment

BLS Patient with transport	\$764
ALS Patient with transport	\$905
ALS Treat with/No transport	\$317
ALS 2 Patient with Transport	\$1,311
Mileage (per loaded mile)	
One Patient	\$15.90/mile
Two Patients	\$7.95/mile
Private Event Ambulance or Boat Stand-by Fee (includes 2 personnel). Additional personnel \$65/hr	\$125/hour (2 hour minimum)

Hazardous Substance Spill Fee:

Service or Equipment	
Equipment used or Contaminated - Actual Replacement Cost	
Engine or Ladder (heavy response)	\$357.14/hour*
Brush Truck, Ambulance, Staff car (light response)	\$284.63/hour*
Expended Materials	Replacement cost plus shipping
Equipment repair and/or cleaning	Cost (parts plus labor and shipping)
Damaged equipment and/or property	Replacement and/or repair plus shipping
Other (contracted service, equip, evacuation)	Billed as used
Extra Response Personnel	\$27.53/hour*

*Minimum of one hour. Billed in 15-minute increments beyond the first hour.

LIBRARY SERVICES

<u>Description</u>	<u>Fee</u>
Fines for equipment, per item per day	\$2
Processing charges for lost or damaged item assessed per item as follows:	
All other materials (hardcover books, videos, audios, CDs)	\$5
Delinquent accounts referred to collection agencies plus processing charge and replacement cost	\$10
Replacement Media Case	\$1
USB jump drives	\$6/each
Headphones each (customer may purchase a set or bring their own)	\$5
Faxing costs per page to send or receive, except the cover page	\$1
Mail-a-book Service per item	\$4
Inter-Library Loan (Non-Resident)	\$3
Inter-Library Loan (Clive Resident)	\$1
Replacement Card	\$1
Photocopies (color) per page	\$1
Photocopies (black & white) per page	\$.10

PARKS and RECREATION

DescriptionFee**Aquatics Daily Admission:**

2 & Under	\$2
13-54	\$9
Military & 55+	\$7
Water Walking all ages	\$6
Lap Swim all ages	\$6
Water X Aerobics all ages	\$6
Toddler Time all ages	\$5

Early Bird Sale:

This is a promotion for pass holders to obtain their passes early and reduce long pass lines during the first couple of weeks of opening season. In addition to the season pass pricing below, a 10% discount will be offered to both residents and non-residents from Thanksgiving time period through April 1 each season. This will be in line with West Des Moines discount passes for their aquatic centers.

Regular Pricing:**Aquatic Season Pass:**

(7% tax will be added to this fee)

	Clive Resident	Non- Resident
One Person	\$90	\$140
Two Person	\$130	\$190
Each Additional Person	\$45	\$65
Nanny Pass	\$65	\$70

Late Season Passes will be sold in mid-season at half the normal rate.

Aquatic Center Rental: (7% tax will be added to this fee)

Leisure Pool Only	\$450
Lap Pool Only	\$550
Leisure Pool & Lazy River	\$650
Lap Pool & Lazy River	\$800
Leisure Pool & Lap Pool	\$1000
Entire Facility	\$1200
<i>* Two Hour Rental</i>	

Facility Rental:**Harbach Center:**

Community Room	\$25/hr	Minimum two hours. Available 8am-9pm daily.
Recreation Bay	\$25/hr	Minimum two hours. Available 8am-9pm daily.

Special Events Building:

\$270	Six-hour rental: 10:00 a.m. - 4:00 p.m. or 5:00-11 p.m.
\$540	Full Day rental: 11:00 a.m. - 11:00 p.m.

City of Clive Fee Schedule 2025

PARKS and RECREATION

Park Shelter Rental:

Linnan, Porter, Campbell and Country Club Glen Parks only.

\$55	8:00 a.m.- 2:00 p.m. or 4:00-10 p.m.
\$95	8:00 - 10 p.m.
\$10	Reservation change fee

Campbell Park Volleyball Courts:

\$17.50/hr	Per Court
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Tax Not Included

Campbell Park Softball Fields:

Additional required maintenance will be charged regular overtime rate plus cost of equipment.

Practice

Tournament

\$30/field	One-hour rental (Monday thru Thursday)		\$225/field	All-day rental (Friday, Saturday, Sunday)
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Tax Not Included

Linnan Park Mini-Pitch: \$25/per hour, per court.

Campbell Park Tennis Courts: \$10/per hour, per court.

Block Party

\$25 Fee	21 days advance notice required
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Equipment Rates*:

Walk Behind Mower	\$25/hr
Riding Mower	\$35/hr
Cushman/Electric	\$35/hr
Regular Duty Pick-Up	\$50/hr
1-ton Dump Truck	\$60/hr
Skid Steer Loader	\$50/hr
Tractor	\$50/hr
Toolcat	\$50/hr
Vermeer BC1800 XL Woodchipper	\$50/hr
* Fees for the tractor, skid loader or toolcat include the loader bucket, any additional accessories for the equipment will be charged at a rate of \$15.00/hour. Repair work for damage to public facilities will also carry \$10.00/hour charge for miscellaneous use of power and hand tools.	

Labor Rates*:

Operation Specialist	\$49/hr Regular - \$66/Overtime *
Administrative Assistant (1-hr minimum)	\$43/hr Regular - \$58/Overtime *
Maintenance Supervisor	\$58/hr Regular - \$79/Overtime *
Parks Manager	\$72/hr Regular - Overtime NA
Department Director	\$93/hr Regular - Overtime NA
Custodial	\$35/hr Regular - \$41/Overtime

REVISION 12/12/2024

* Double time will be charged for holidays as designated in Clive Personnel Policy Manual

Special Event Permit:

An application for a special event will carry a \$75 base service fee which is not refundable. Additional fees will be charged for actual costs based upon the depth of review required to consider an application. Those review fees will be incurred by the responsible party whether the application is approved or not approved. Requests for services provided by the City will be charged for actual cost as noted in the most recent fee schedule. City Services that are determined as necessary by the City for a special event will also have those services billed to the responsible party at the actual cost as noted in the most recent fee schedule.

POLICE DEPARTMENT**Description****Fee****Miscellaneous Fees**

Fingerprint Services Per Card	\$15
Postage Charges - Certified Mail, Regular Mail	Actual Cost
Legal services of City Attorney (if necessary)	Actual Cost
Proof of Service	\$30
Impounded Vehicle Storage at Clive PD	\$15 per day
False Alarms (System or Detector Malfunction)	\$75 for the 3rd false alarm recorded in calendar year
	\$100 for the 4th false alarm recorded in calendar year
	\$150 for each subsequent false alarm recorded in calendar year

Supervision/Copying/Printing of Records

Crash Reports	\$4.00 each plus applicable media and service fees
Media, for storage and transmission of records (paper, CD's, DVD's, USB Drives, etc.)	Actual cost as calculated at the time of the request
Staff services exceeding 30 minutes	Employee hourly rate (1/4 hr increments)

PUBLIC WORKS**Description****Fee****Equipment Rates (charged out at a 1 – hour minimum):**

Dump Truck	\$100/hr
Sewer Jet/Vac Truck	\$225/hr
Sewer TV Unit	\$200/hr
Street Sweeper	\$150/hr
Wheel Loader	\$145/hr
Backhoe – Rubber tired	\$95/hr
Excavator – Small Track	\$85/hr
Excavator - Large Track	\$190/hr
Motor Grader	\$158/hr
Skid Loader	\$50/hr
Bucket Truck	\$100/hr
Variable Message Board	\$36/hr
Concrete Saw	\$30/hr
SUV or Pickup up to ½ ton	\$40/hr
Pickup ½ Ton	\$45/hr
Pickup ¾ Ton	\$50/hr
Pickup 1 Ton	\$60/hr
Additional equipment fees may be charged based on Iowa Department of Transportation Schedule of Equipment Rates, most current version, adding at depreciation value.	

Labor Fees (Including Parks & Rec Labor Fees):

Labor - Operations Specialist	\$49/hr Regular Rate (1-hr minimum) \$66/hr Overtime Rate (2-hr minimum) \$78/hr Double Time Rate** (2-hr minimum)
Labor – Senior Operations Specialist	\$51/hr Regular Rate (1-hr minimum) \$69/hr Overtime Rate (2-hr minimum) \$81/hr Double Time Rate (2-hr minimum)
Administrative Assistants (1-hr minimum)	\$43/hr Regular Rate (1-hr minimum) \$58/hr Overtime Rate* (2-hr minimum) \$73/hr Double Time Rate** (2-hr minimum)
Operations Supervisor/Crew Leader	\$58/hr Regular Rate (1-hr minimum) \$79/hr Overtime Rate* (2-hr minimum) \$99/hr Double Time Rate** (2-hr minimum)
Operations Administrator	\$72 Overtime NA
Department Director	\$93 Overtime NA
Plan Review - Engineer	\$86/hr
Engineering Inspection MATCH COMM DEV	\$68/hr (7:00 am to 5:00 pm M-F) \$102/hr (after 5:00 pm M-F and anytime Sat or Sun)
* Overtime for time outside normal working hours not designated as Double Time	

**Double Time for holidays as designated in Clive Personnel Policy Manual

Custom Mailbox Reimbursement:

Up to \$150 per Clive Ordinance Title 7-4-6

USPS Approved Curbside or Cluster Style Mailbox:

Up to \$150.00 per Clive Ordinance Title 7-4-7

Water:

Water Connection	\$0
Water Inspect	\$0
Sewer Connection	\$0
Sewer Inspect	\$0
Annual Water /Sewer Rate Adjustment	\$---CPI (minimum)
Shut Off Notice/Tag Fee	\$45
Turn on/Turn off Fee (regular business hours)	\$45
Turn on Fee (AFTER regular business hours)	\$120

Hydrant Meter Deposit:

1" Meter	\$450
3" Meter	\$2,000
Non-Refundable Administrative Fee	\$125

Meter Accuracy Test:

Deposit	\$165
DMWW On-site Testing	\$165/hr
Meters Taken to DMWW 5/8" – 2"	\$36 per half hour

Water Meters and Appurtenances Fee:

3/4" Meter Positive Displacement	\$285
1" Meter Positive Displacement	\$398
1-1/2" Meter Compound with strainer & flg kit	\$1886
2" Meter Compound with strainer & flg kit	\$2201
3" Meter Compound with strainer & flg kit	\$2578
4" Meter Compound with strainer -W/O flg kit	\$4411 Meter only
6" Meter Compound with strainer -W/O flg kit	\$8086 Meter only
Single Port MTU (meter transmitting device)	\$110 (went down to \$103)
Dual Port MTU (meter transmitting device)	\$127 (went down to \$126)
DMWW On-site Testing	Actual DMWW Invoiced Cost
5/8" – 2" Taken to DMWW Schedule	City costs for delivery and pickup plus City cost per fee
MTU Installation Charge	\$90
Water meter equipment pricing subject to change without notice.	

Samples and Flushing:

Bacteriological Sample	\$150
Water used for flushing	\$8.47 per 1,000
New mains that fail initial bacteriological test may be assessed sampling and flushing cost.	

Oversize/Overweight Permits:

Single Trip	\$10/vehicle
Round Trip	\$20/vehicle
Annual Oversize Vehicle-Load not exceeding 80,000 lbs	\$25/vehicle/year
Annual Oversize/Overweight Vehicle-Load not exceeding 137,000 lbs	\$300/vehicle/year
Multi-trip Oversize/Overweight Vehicle - Load not exceeding 156,000 lbs	\$200/vehicle
Needed bridge evaluation for overweight loads will be billed back to the applicant. Applicant will be charged labor cost for removal/replacement of traffic control devices.	

Right-of-Way Permits

Fiber Permit	\$500 each
Small Wireless Facility Permit	\$500 for 1 st 5 sites & \$50/site for up to 20 additional sites (within a 2-mile radius). (Max 25 sites/application)
Small Wireless Facility Permit – New Standalone Pole (Not located on a MidAm or City owned pole)	\$500 for 1 st 5 sites with same pole & \$50/site for up to 20 additional sites with same pole (Not located on a MidAm or City owned pole)
Metro Right-of-Way Permit	\$0

Schedule of Administrative Penalties:

For Industrial Pretreatment Ordinance Violations Relating to **Regulation of Fat, Oil, and Grease Discharged by Food Service Establishments:**

The following schedule of administrative penalties for violations of Title 8 Chapter 3A Sections 8-3A-1 through 8-3A-15 City of Clive Code of Ordinances shall be charged pursuant to section 8-3A-11;

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violation within 12 months
Section 8-3A-4 - Failure to install, operate maintain grease interceptor	\$100	\$200
Section 8-3A-5 - Failure to comply with WRA Director	\$100	\$200
Section 8-3A-6 - Inadequate installation of a grease interceptor and grease trap	\$100	\$200
Section 8-3A-7 - Failure to operate, maintain and clean grease interceptor	\$100	\$200
Section 8-3A-8 - Failure to maintain records	\$100	\$200
Section 8-3A-9A - Failure to provide monitoring facilities and allow inspections	\$100	\$200
Section 8-3A-9B - Failure to pay inspection fees	\$100	\$200

For Industrial Pretreatment Ordinance Violations Relating to **Regulation of Hauled Waste:**

The following schedule of administrative penalties for violations of Title 8 Chapter 3B Sections 8-3B-1 through 8-3B-13 City of Clive Code of Ordinances shall be charged pursuant to section 8-3B-11;

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violation within 12 months
Section 8-3B-2A - Failure to obtain a license	\$100	\$200

Section 8-3B-2B - Failure to pay application fee or provide bond	\$100	\$200
Section 8-3B-3 - Failure to comply with vehicle and equipment standards	\$100	\$200
Section 8-3B-4 - Improper disposal of hauled wastes	\$100	\$200
Section 8-3B-5 - Failure to provide source and disposal information	\$100	\$200
Section 8-3B-6 - Mixture of residential and nonresidential sources	\$100	\$200
Section 8-3B-7 - Failure to comply with disposal standards	\$100	\$200
Section 8-3B-8 - Failure to remove or dispose of rejected wastes	\$100	\$200
Section 8-3B-9 - Failure to pay treatment fees	\$100	\$200

DescriptionFee**Noise Permits and After Hours Permits:**

Residential Noise Permits	\$20
Commercial Noise Permits	\$50
After Hours Business Permit	\$500 annually

Mobile Food Unit Permits:

Standard Mobile Food Unit License Fee	\$100 annually
Restricted Mobile Food Unit License Fee	\$50 annually
Fresh Raw Produce Sales Only	
Class III and IV Mobile Food Unit Fire Inspection	\$70 annually

Massage Therapy Business License Fee:

\$75

Annual Review Fee	No Charge
<i>The business will be required to go through the annual review process.</i>	

Massage Therapist Fee(s):

\$25 Per Therapist

<i>Therapist Fee(s) are in addition to a Massage Therapy Business License Fee. Upon initial application, the combined License Fee and Therapist Fee will be limited to a maximum charge of \$150.</i>	
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Supervision/Copying of Records:

Media, for storage and transmission of records (paper, CD's, DVD's, USB Drives, etc.)	Actual cost as calculated at the time of the request
Staff services exceeding 30 minutes	Employee hourly rate (1/4 hr increments)
Postage Charges - Certified Mail, Regular Mail	Actual Cost
Legal services of City Attorney (if necessary)	Actual Cost

Animal Control Fees:

Annual Pet License	Spayed or Neutered Dog	\$19
	Intact Dog	\$29
	Late Fee (after April 30)	\$10 additional
	Spayed or Neutered Cat	\$17
	Intact Cat	\$24
	Late Fee (after April 30)	\$10 additional
Impound of Animal	1 st Offense	\$50
	2 nd Offense	\$75
	3 rd and Subsequent	\$100
Replacement of a lost License Tag		\$4 per incident

Miscellaneous Fees:

NSF Fees	\$30
Public Property Special Events Application Fee	\$75
Kennel Permit Fee	\$50
Pawnbroker Permit	\$250
Solicitor Permit - \$20 nonrefundable application fee	\$20/day or \$100/week
Solicitor Permit - for door hangers	\$30/week

City of Clive Fee Schedule 2025

ADMINISTRATION

Clive Flag	\$90
Utility Lien Administration Fee	\$10
Special Assessment Administration Fee (Nuisances)	\$50
Income Offset Program Administration Fee	\$13 plus state charges

Collection Fees:

Collection Agency Service Administration Fee	\$25
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COMMUNITY DEVELOPMENT

DescriptionFee

Administrative:

Board of Adjustment – Residential	\$275
Board of Adjustment – all others	\$275
Development Applications – Site Plan, Site Plan Amendment Preliminary Plat	\$275 \$300
Development Applications – Rezoning	\$700
Development Applications – Construction Drawings	\$150
Development Applications – Final Plat	\$175
Development – Document Recording Fees	All costs incurred will be billed to the developer
Development – Construction Observation Fees	All costs incurred will be billed to the developer
Development – Legal Fees	All costs incurred will be billed to the developer
Plan Review – Administrative	\$57 \$50/hr
Plan Review – Planner	\$75 \$57/hr
Plan Review – Engineer	\$95 \$80/hr
Water Resources Engineer	\$75 \$62/hr
Plan Review – CDD	\$100 \$113/hr
Plan Review/Inspections - Building Official	\$84/hr
Plan Review/Inspections - Building Inspectors	\$62/hr
Engineering Inspection	\$68 \$61/hr (7:00am to 5:00 pm M-F) \$102 \$91/hr (after 5:00 pm M-F and anytime Sat or Sun)
Plat-of-Survey	\$200 \$60
Development – Document Recordation Fees	Actual cost incurred will be billed to the developer
Development – Legal Fees	Actual cost incurred will be billed to the developer

Code Enforcement Fees:

Nuisance Abatement Administrative Fee	\$70 \$60/hr (1 hr minimum)
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Zoning Fees: (moved to building)

Accessory Buildings up to 400 sf, no on-site construction*	\$30
Accessory Buildings any size, on-site construction**	\$30 Plus valuation under Utility-VB
Accessory Structure (fence, dumpster enclosures, cart corrals, sport courts, etc.)	\$30
Construction within easement (w/field review)	\$95
Construction within easement (admin only)	\$40
Accessory Structure (deck new)	\$150
Accessory Structure (deck remodel)	\$75
Swimming Pools (includes grading) – trades are separate	\$195
Swimming Pools Above ground – trades are separate	\$130
Temporary Site Plan	\$30
Building Mounted Signs+	\$75
Ground Mounted Signs+	\$100
Building or Ground Mounted Sign Remodel+	\$30

Commercial Temporary Signs	\$30
Zoning Compliance Form	\$0
Site/Building Compliance Form	\$50 \$45 Base fee plus per hour/Fee Schedule
Level 2 Home Occupation Permit	\$60 \$30
Item below should be moved to Public Works	
Right-of-Way Landscaping Permit	\$35
Moved info below to building	
+ Additional plan review fees may be charged at a rate of \$75.00 per hour for each re-submittal beyond the third.	
* Pre-packaged material with minimal to no assembly requires or delivered to the site pre-assembled	
** On-site construction includes stick-built structures or assembly requiring knowledge of construction methods	

Building Permit Fees:

Building permit fees with the exception of the job types identified below shall be calculated based on the 2025 Building Permit Fee Calculation Worksheet. (See attached)

Inspections outside of normal business	\$98 \$95/hr after 5:00pm M-F and anytime Sat or Sun)
Re-inspection fee assessed under provisions of Section 305(g)	\$65/hr
Inspections for which no fee is specifically indicated	\$65/hr
Additional plan review required by changes, additions or revisions to approved plans	\$65/hr
Work Without Permit	2 times permit fee or \$250, whichever is less
Plan Review Fee – Commercial with no Architect	50% of building permit fee or \$170, whichever is less
Building Permit Re-Issuance/Transfer Fee	\$100
Building Permit Residential Remodel	\$220 \$170
Building Permit Residential Basement Finish	\$220 \$200
Building Permit Residential Addition	\$250 \$225
Building Permit Commercial Tenant Finish/Remodel	Combo of contractor value/appropriate value of fee table or \$370, whichever is less
Building Permit Commercial Addition	Combo of Value/75% of new const. cost or / \$250 \$375 minimum fee
Accessory Buildings-up to 400 sf, no on-site construction*	\$30 \$25
Accessory Buildings- any size, on-site construction**	\$30 \$25 Plus valuation under Utility VB
Accessory Structure (fence, dumpster enclosures, cart corrals, sport courts, etc.)	\$30 \$25
Construction within easement (w/field review)	\$95 \$85
Construction within easement (admin only)	\$40 \$55
Accessory Structure (deck, pergola new)	\$150 \$140
Accessory Structure (deck remodel)	\$75
Swimming Pools (includes grading) - trades are separate	\$195 \$165
Swimming Pools Above-ground - trades are separate	\$130 \$100
Egress Window	\$75
Mechanical Permit	\$115
Electrical Permit	\$115
Plumbing Permit	\$115

City of Clive Fee Schedule 2025

COMMUNITY DEVELOPMENT

Wireless – new system – trades separate	\$175 \$185
Wireless – upgrade to existing – trades separate	\$110 \$100
Renewable Energy Systems (Solar, wind)	\$175 \$165
Homestead Exemption Trade Permit	\$130 per trade
Demolition Permit	\$65 \$85 - minor \$110 \$100 – major (bldg/utility removal)
Excavation/Grading Permit	\$275 \$345 for first acre- \$50 for each additional acre or fraction thereof
Excavation/Grading Permit -minor (less than 2,500 sf)	\$65
Energy Code Inspection	\$350
Energy Code Review/Inspection	\$500
Approach only or Approach w/Sidewalk Replacement	\$130
Sidewalk Replacement	\$65 \$70
+ Additional plan review fees may be charged at the “Plan Review – Planner” hourly rate for each re-submittal beyond the third.	
* Pre-packaged material with minimal to no assembly required or delivered to the site pre-assembled	
** On-site construction includes stick-built structures or assembly requiring knowledge of construction methods	
Application for Temporary CO Winter Temp CO starts upon freeze conditions and extends to May 31 of the following calendar year. Winter Temp CO will require an agreement to complete signed by the permit applicant with the following surety: Residential – copy of escrow or \$2500 Commercial – Surety bond to cover 100% or remaining items	\$100- outside winter TCO limited to 14 days per extension
TCO Outside Winter Extension- each limited to 14 days *** Delinquency see footnote below	1 st -\$200 / 2 nd and each thereafter- \$300 Each extension is 14 days
*** Delinquency- prior to the issuance of any certificate of occupancy, new permit issuance, extension of any current permit or reactivation of any expired permit, any and all delinquent charges shall be paid.	

Fire Pre-Plan Fee (square footage):

	New Construction	Remodel
Residential (apt/condo if required)	\$250	\$75
Commercial, Industrial		
0 to 10,000	\$200	
0-1,000		\$0
1,000-10,000		\$75
10,001 to 17,500	\$250	\$150
17,501 to 25,000	\$300	\$150
25,001 to 37,500	\$350	\$150
37,501 to 50,000	\$400	\$150
Over 50,000	\$500	\$150

Rental Housing/Building Code Appeals Board:

Rental Certificate	SF/TH/Condo	\$65 (bi-annual)
	Duplex	\$65 (bi-annual) 1st unit & \$32.50 per addt'l unit per building
	Apartments	\$65 (bi-annual) 1st unit & \$32.50 per addt'l unit per building
Failure to Register/Obtain Rental Certificate		\$250
Failure to Schedule Audit Inspection		\$250
Audit Inspection Re-Schedule		\$65
Complaint Inspection		\$150
Re-Inspection		\$65/hr (1-hour minimum)
Building Code Appeals Variance/Appeal		\$275
Late Payment		\$25

MOVE TO ADMIN for consistency & rarely used?

Miscellaneous:

Photocopies (8 1/2 x 11 - Color)	\$1/page
Photocopies (11x17 - Color)	\$2/page
Larger Format Copies	\$3.50/copy
Zoning Maps/Street Maps	\$5

2025 BUILDING PERMIT FEE CALCULATION WORKSHEET**ASSUMPTIONS-**

The purpose of this calculation is to establish permit fees so as to ensure that the services provided by the Construction Services Division of the Community Development Department are primarily funded by the building permit applicants (100% of the permit administration, plan review and inspection expenses will be recovered through building permit fees).

It is important to note that while the permit fee is calculated based on the following estimates of the building construction value, the data is only intended to aid in the calculation of the permit fees. The actual "value" of the building will be determined by the appropriate taxing entities.

The proposed budget for the Construction Services Division for the 2025 period is estimated at \$506,174.

Utilizing the past construction value average, it is assumed there will be approximately \$76,455,239 in new construction value during the period.

In the case that there is significant variance between the calculated building construction value and the actual construction contract amount, the Construction Services Administrator shall have the authority to revise the permit fee based on the provided contract amount.

BUILDING PERMIT FEE MULTIPLIER-

The Building Permit Fee Multiplier (PFM) is calculated based on the total average annual construction value and the Construction Services Division budget

$$\text{Permit Fee Multiplier} = \frac{\text{Construction Services Division Budget}}{\text{Total Average Construction Value}}$$

$$\text{Permit Fee Multiplier} = \frac{\$506,174}{\$76,455,239}$$

$$\text{Total Average Construction Value} = \$76,455,239$$

$$\text{Permit Fee Multiplier} = 0.0066$$

SQUARE FOOT CONSTRUCTION COSTS TABLE-

The Square Foot Construction Costs Table was based upon the Building Valuation Data from the International Code Council, with the following exceptions:

- Private garage space in connection with the construction of a new residential dwelling unit will be calculated from the Utility, miscellaneous group rate.
- Unfinished basements in connection with the construction of a new residential dwelling unit will be calculated as \$31.50/square foot.
- Finished basements in connection with the construction of a new residential dwelling unit will be calculated at \$57.00/square foot.
- Decks and patios in connection with a new residential dwelling unit will be calculated at \$30.00/square foot.
- Basement finishes in connection with an existing dwelling unit will be charged a flat fee of \$200.
- Residential remodels will be charged a flat fee of \$170.
- Residential additions will be charged a flat fee of \$225.
- New decks in connection with an existing dwelling will be charged a flat fee of \$140.

- Deck remodels (No Footing- add \$65 if footings) in connection with an existing dwelling will be charged a flat fee of \$75.
- Commercial shell buildings will be calculated at 80% of the appropriate square foot construction costs plus a fire pre-plan fee.
- Footing/foundation only permit will be calculated at 10% of the appropriate square foot construction costs.
- Commercial tenant finishes and remodels will be calculated using the appropriate column in the fee table in combination with the construction valuation provided by the contractor. A minimum fee of \$370 will be charged for all commercial tenant finishes and remodels.
- A plan review fee (Min.\$170) will be assessed per the fee table if additional time is accrued for plan reviews due to inaccurate plans or if staff conducts a plan review and the project does not move forward with construction.
- Commercial additions will be calculated using a combination of the provided construction valuation and 75% of the new construction cost as listed on the fee table plus a fire pre-plan fee. A minimum fee of \$375 will be charged for all commercial additions.

INTERNATIONAL BUILDING CODE TABLE

Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	333.98	322.10	312.59	300.28	280.58	272.46	290.01	261.47	251.46
A-1 Assembly, theaters, without stage	306.63	294.75	285.24	272.92	253.47	245.34	262.66	234.35	224.35
A-2 Assembly, nightclubs	264.07	256.33	248.28	238.82	223.69	217.61	230.62	203.42	195.71
A-2 Assembly, restaurants, bars, banquet halls	263.07	255.33	246.28	237.82	221.69	216.61	229.62	201.42	194.71
A-3 Assembly, churches	311.21	299.32	289.82	277.50	258.18	250.05	267.24	239.06	229.06
A-3 Assembly, general, community halls, libraries, museums	261.35	249.47	238.96	227.64	207.19	200.06	217.38	188.07	179.07
A-4 Assembly, arenas	305.63	293.75	283.24	271.92	251.47	244.34	261.66	232.35	223.35
B Business	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
E Educational	279.20	269.50	260.98	250.17	233.48	221.55	241.57	204.55	198.00
F-1 Factory and industrial, moderate hazard	162.52	154.68	144.93	139.48	124.19	118.17	132.99	102.98	95.90
F-2 Factory and industrial, low hazard	161.52	153.68	144.93	138.48	124.19	117.17	131.99	102.98	94.90
H-1 High Hazard, explosives	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	N.P.
H234 High Hazard	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	85.33
H-5 HPM	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
I-1 Institutional, supervised environment	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
I-2 Institutional, hospitals	459.84	449.45	439.33	427.82	403.26	N.P.	417.81	377.98	N.P.
I-2 Institutional, nursing homes	319.21	306.86	296.74	285.23	264.10	N.P.	275.22	238.82	N.P.
I-3 Institutional, restrained	341.48	331.09	320.97	309.46	288.34	278.89	299.46	263.05	251.33
I-4 Institutional, day care facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
M Mercantile	197.08	189.34	177.79	171.82	156.33	151.25	163.63	136.06	129.35
R-1 Residential, hotels	267.42	258.06	249.33	240.60	220.62	214.60	240.64	198.79	192.64
R-2 Residential, multiple family	223.61	214.25	205.52	196.79	177.77	171.76	196.82	155.95	149.80
R-3 Residential, one- and two-family ^d	211.77	205.84	200.99	197.13	190.36	183.32	193.75	177.67	167.37
R-4 Residential, care/assisted living facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
S-1 Storage, moderate hazard	150.65	142.81	133.05	127.61	112.61	106.60	121.11	91.40	84.33
S-2 Storage, low hazard	149.65	141.81	133.05	126.61	112.61	105.60	120.11	91.40	83.33
U Utility, miscellaneous	115.27	108.48	100.93	96.59	86.02	80.36	91.94	68.09	64.85

- a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$31.50 per sq. ft.

FIRE DEPARTMENT

DescriptionFee**Emergency Medical Services Fee:**

Service or Equipment

BLS Patient with transport	\$764
ALS Patient with transport	\$905
ALS Treat with/No transport	\$317
ALS 2 Patient with Transport	\$1,311
Mileage (per loaded mile)	
One Patient	\$15.90/mile
Two Patients	\$7.95/mile
Private Event Ambulance or Boat Stand-by Fee (includes 2 personnel). Additional personnel \$65/hr	\$125/hour (2 hour minimum)

Hazardous Substance Spill Fee:

Service or Equipment	
Equipment used or Contaminated - Actual Replacement Cost	
Engine or Ladder (heavy response)	\$357.14/hour*
Brush Truck, Ambulance, Staff car (light response)	\$284.63/hour*
Expended Materials	Replacement cost plus shipping
Equipment repair and/or cleaning	Cost (parts plus labor and shipping)
Damaged equipment and/or property	Replacement and/or repair plus shipping
Other (contracted service, equip, evacuation)	Billed as used
Extra Response Personnel	\$27.53/hour*

*Minimum of one hour. Billed in 15-minute increments beyond the first hour.

LIBRARY SERVICES

<u>Description</u>	<u>Fee</u>
Fines for equipment, per item per day	\$2
Processing charges for lost or damaged item assessed per item as follows:	
All other materials (hardcover books, videos, audios, CDs)	\$5
Delinquent accounts referred to collection agencies plus processing charge and replacement cost	\$10
Replacement Media Case	\$1
USB jump drives	\$6/each
Headphones each (customer may purchase a set or bring their own)	\$5
Faxing costs per page to send or receive, except the cover page	\$1
Mail-a-book Service per item	\$4
Inter-Library Loan (Non-Resident)	\$3
Inter-Library Loan (Clive Resident)	\$1
Replacement Card	\$1
Photocopies (color) per page	\$1
Photocopies (black & white) per page	\$.10

PARKS and RECREATION

DescriptionFee**Aquatics Daily Admission:**

2 & Under	\$2
Youth 3-12 years-old	\$6
13-54	\$9
Military & 55+	\$7
Morning Adult Lap Swim 13-54	\$4
Morning Adult Lap Swim 55+	\$3
Water Walking all ages	\$6
Lap Swim all ages	\$6
Water X Aerobics all ages	\$6
Toddler Time all ages	\$5

Early Bird Sale:

This is a promotion for pass holders to obtain their passes early and reduce long pass lines during the first couple of weeks of opening season. In addition to the season pass pricing below, a 10% discount will be offered to both residents and non-residents ~~from Thanksgiving time period through April 1 each season~~. This will be in line with West Des Moines discount passes for their aquatic centers.

Regular Pricing:**Aquatic Season Pass:**

(7% tax will be added to this fee)

	Clive Resident	Non-Resident
One Person	\$90	\$140
Two Person	\$130	\$190
Each Additional Person	\$45	\$65
Nanny Pass	\$65	\$70

Late Season Passes will be sold in mid-season at half the normal rate.

Aquatic Center Rental: (7% tax will be added to this fee)

Leisure Pool Only	\$450
Lap Pool Only	\$550
Leisure Pool & Lazy River	\$650
Lap Pool & Lazy River	\$800
Leisure Pool & Lap Pool	\$1000
Entire Facility	\$1200
<i>* Two Hour Rental</i>	

Facility Rental:**Harbach Center:**

Community Room	\$25/hr	Minimum two hours. Available 8am-9pm daily.
Recreation Bay	\$25/hr	Minimum two hours. Available 8am-9pm daily.

City of Clive Fee Schedule 2024

PARKS and RECREATION

Special Events Building:	\$270	Six-hour rental: 10:00 a.m. - 4:00 p.m. or 5:00-11 p.m.
	\$540	Full Day rental: 11:00 a.m. - 11:00 p.m.

Park Shelter Rental:

<i>Linnan, Porter, Campbell and Country Club Glen Parks only.</i>		
	\$55	8:00 a.m.- 2:00 p.m. or 4:00-10 p.m.
	\$95	8:00 - 10 p.m.
	\$10	Reservation change fee

Campbell Park Volleyball Courts:

\$17.50/hr	Per Court
<i>Tax Not Included</i>	

Campbell Park Softball Fields:

<i>Additional required maintenance will be charged regular overtime rate plus cost of equipment.</i>
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Practice

Tournament

\$30/field	One-hour rental (Monday thru Thursday)		\$225/field	All-day rental (Friday, Saturday, Sunday)
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Tax Not Included

Linnan Park Mini-Pitch: \$25/per hour, per court.

Campbell Park Tennis Courts: \$10/per hour, per court.

Block Party

\$25 Fee	21 days advance notice required
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Equipment Rates*:

Walk Behind Mower	\$25/hr
Riding Mower	\$35/hr
Cushman/Electric	\$35/hr
Regular Duty Pick-Up	\$50/hr
1-ton Dump Truck	\$60/hr
Skid Steer Loader	\$50/hr
Tractor	\$50/hr
Toolcat	\$50/hr
Vermeer BC1800 XL Woodchipper	\$50/hr
* Fees for the tractor, skid loader or toolcat include the loader bucket, any additional accessories for the equipment will be charged at a rate of \$15.00/hour. Repair work for damage to public facilities will also carry \$10.00/hour charge for miscellaneous use of power and hand tools.	

Labor Rates*:

Operation Specialist	\$49/hr Regular - \$66/Overtime *
Administrative Assistant (1-hr minimum)	\$43/hr Regular - \$58/Overtime *
Maintenance Supervisor	\$58/hr Regular - \$79/Overtime *

REVISION 06/13/2024

Parks Manager	\$72/hr Regular - Overtime NA
Department Director	\$93/hr Regular - Overtime NA
Custodial	\$35/hr Regular - \$41/Overtime
* Double time will be charged for holidays as designated in Clive Personnel Policy Manual	

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Special Event Permit:

An application for a special event will carry a \$75 base service fee which is not refundable. Additional fees will be charged for actual costs based upon the depth of review required to consider an application. Those review fees will be incurred by the responsible party whether the application is approved or not approved. Requests for services provided by the City will be charged for actual cost as noted in the most recent fee schedule. City Services that are determined as necessary by the City for a special event will also have those services billed to the responsible party at the actual cost as noted in the most recent fee schedule.

POLICE DEPARTMENT**Description****Fee****Miscellaneous Fees**

Fingerprint Services Per Card	\$15
Postage Charges - Certified Mail, Regular Mail	Actual Cost
Legal services of City Attorney (if necessary)	Actual Cost
Proof of Service	\$30
Impounded Vehicle Storage at Clive PD	\$15 per day
False Alarms (System or Detector Malfunction)	\$75 for the 3rd false alarm recorded in calendar year
	\$100 for the 4th false alarm recorded in calendar year
	\$150 for each subsequent false alarm recorded in calendar year

Supervision/Copying/Printing of Records

Crash Reports	\$4.00 each plus applicable media and service fees
Media, for storage and transmission of records (paper, CD's, DVD's, USB Drives, etc.)	Actual cost as calculated at the time of the request
Staff services exceeding 30 minutes	Employee hourly rate (1/4 hr increments)

PUBLIC WORKS**Description****Fee****Equipment Rates (charged out at a 1 – hour minimum):**

Dump Truck	\$100/hr
Sewer Jet/Vac Truck	\$225/hr
Sewer TV Unit	\$200/hr
Street Sweeper	\$150/hr
Wheel Loader	\$145/hr
Backhoe – Rubber tired	\$95/hr
Excavator – Small Track	\$85/hr
Excavator - Large Track	\$190/hr
Motor Grader	\$158/hr
Skid Loader	\$50/hr
Bucket Truck	\$100/hr
Variable Message Board	\$36/hr
Concrete Saw	\$30/hr
SUV or Pickup up to ½ ton	\$40/hr
Pickup ½ Ton	\$45/hr
Pickup ¾ Ton	\$50/hr
Pickup 1 Ton	\$60/hr
Additional equipment fees may be charged based on Iowa Department of Transportation Schedule of Equipment Rates, most current version, adding at depreciation value.	

Labor Fees (Including Parks & Rec Labor Fees):

Labor - Operations Specialist	\$49/hr Regular Rate (1-hr minimum) \$66/hr Overtime Rate (2-hr minimum) \$78/hr Double Time Rate** (2-hr minimum)
Labor – Senior Operations Specialist	\$51/hr Regular Rate (1-hr minimum) \$69/hr Overtime Rate (2-hr minimum) \$81/hr Double Time Rate (2-hr minimum)
Administrative Assistants (1-hr minimum)	\$43/hr Regular Rate (1-hr minimum) \$58/hr Overtime Rate* (2-hr minimum) \$73/hr Double Time Rate** (2-hr minimum)
Operations Supervisor/Crew Leader	\$58/hr Regular Rate (1-hr minimum) \$79/hr Overtime Rate* (2-hr minimum) \$99/hr Double Time Rate** (2-hr minimum)
Operations Administrator	\$72 Overtime NA
Department Director	\$93 Overtime NA
Plan Review - Engineer	\$86/hr
Engineering Inspection MATCH COMM DEV	\$68/hr (7:00 am to 5:00 pm M-F) \$102/hr (after 5:00 pm M-F and anytime Sat or Sun)
* Overtime for time outside normal working hours not designated as Double Time	

**Double Time for holidays as designated in Clive Personnel Policy Manual

Custom Mailbox Reimbursement:

Up to \$150 per Clive Ordinance Title 7-4-6

USPS Approved Curbside or Cluster Style Mailbox:

Up to \$150.00 per Clive Ordinance Title 7-4-7

Water:

Water Connection	\$0
Water Inspect	\$0
Sewer Connection	\$0
Sewer Inspect	\$0
Annual Water /Sewer Rate Adjustment	\$---CPI (minimum)
Shut Off Notice/Tag Fee	\$45
Turn on/Turn off Fee (regular business hours)	\$45
Turn on Fee (AFTER regular business hours)	\$120

Hydrant Meter Deposit:

1" Meter	\$450
3" Meter	\$2,000
Non-Refundable Administrative Fee	\$125

Meter Accuracy Test:

Deposit	\$165
DMWW On-site Testing	\$165/hr
Meters Taken to DMWW 5/8" – 2"	\$31 <u>\$36</u> per half hour

Water Meters and Appurtenances Fee:

3/4" Meter Positive Displacement	\$262 <u>\$285</u>
1" Meter Positive Displacement	\$365 <u>\$398</u>
1-1/2" Meter Compound with strainer & flg kit	\$1834 <u>\$1886</u>
2" Meter Compound with strainer & flg kit	\$2144 <u>\$2201</u>
3" Meter Compound with strainer & flg kit	\$2542 <u>\$2578</u>
4" Meter Compound with strainer -W/O flg kit	\$4411 <u>\$4411 Meter only</u>
6" Meter Compound with strainer -W/O flg kit	\$8026 <u>\$8086 Meter only</u>
Single Port MTU (meter transmitting device)	\$110 <u>(went down to \$103)</u>
Dual Port MTU (meter transmitting device)	\$127 <u>(went down to \$126)</u>
DMWW On-site Testing	Actual DMWW Invoiced Cost
5/8" – 2" Taken to DMWW Schedule	City costs for delivery and pickup plus City cost per fee
MTU Installation Charge	\$90
Water meter equipment pricing subject to change without notice.	

Samples and Flushing:

Bacteriological Sample	\$150
Water used for flushing	\$8.47 per 1,000
New mains that fail initial bacteriological test may be assessed sampling and flushing cost.	

Oversize/Overweight Permits:

Single Trip	\$10/vehicle
Round Trip	\$20/vehicle
Annual Oversize Vehicle-Load not exceeding 80,000 lbs	\$25/vehicle/year
Annual Oversize/Overweight Vehicle-Load not exceeding 137,000 lbs	\$300/vehicle/year
Multi-trip Oversize/Overweight Vehicle - Load not exceeding 156,000 lbs	\$200/vehicle
Needed bridge evaluation for overweight loads will be billed back to the applicant. Applicant will be charged labor cost for removal/replacement of traffic control devices.	

Right-of-Way Permits

Fiber Permit	\$500 each
Small Wireless Facility Permit	\$500 for 1 st 5 sites & \$50/site for up to 20 additional sites (within a 2-mile radius). (Max 25 sites/application)
Small Wireless Facility Permit – New Standalone Pole (Not located on a MidAm or City owned pole)	\$500 for 1 st 5 sites with same pole & \$50/site for up to 20 additional sites with same pole (Not located on a MidAm or City owned pole)
Metro Right-of-Way Permit	\$0

Schedule of Administrative Penalties:

For Industrial Pretreatment Ordinance Violations Relating to **Regulation of Fat, Oil, and Grease Discharged by Food Service Establishments:**

The following schedule of administrative penalties for violations of Title 8 Chapter 3A Sections 8-3A-1 through 8-3A-15 City of Clive Code of Ordinances shall be charged pursuant to section 8-3A-11;

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violation within 12 months
Section 8-3A-4 - Failure to install, operate maintain grease interceptor	\$100	\$200
Section 8-3A-5 - Failure to comply with WRA Director	\$100	\$200
Section 8-3A-6 - Inadequate installation of a grease interceptor and grease trap	\$100	\$200
Section 8-3A-7 - Failure to operate, maintain and clean grease interceptor	\$100	\$200
Section 8-3A-8 - Failure to maintain records	\$100	\$200
Section 8-3A-9A - Failure to provide monitoring facilities and allow inspections	\$100	\$200
Section 8-3A-9B - Failure to pay inspection fees	\$100	\$200

For Industrial Pretreatment Ordinance Violations Relating to **Regulation of Hauled Waste:**

The following schedule of administrative penalties for violations of Title 8 Chapter 3B Sections 8-3B-1 through 8-3B-13 City of Clive Code of Ordinances shall be charged pursuant to section 8-3B-11;

VIOLATION	PENALTY	
	First Violation within 12 months	Second & Subsequent Violation within 12 months
Section 8-3B-2A - Failure to obtain a license	\$100	\$200

Section 8-3B-2B - Failure to pay application fee or provide bond	\$100	\$200
Section 8-3B-3 - Failure to comply with vehicle and equipment standards	\$100	\$200
Section 8-3B-4 - Improper disposal of hauled wastes	\$100	\$200
Section 8-3B-5 - Failure to provide source and disposal information	\$100	\$200
Section 8-3B-6 - Mixture of residential and nonresidential sources	\$100	\$200
Section 8-3B-7 - Failure to comply with disposal standards	\$100	\$200
Section 8-3B-8 - Failure to remove or dispose of rejected wastes	\$100	\$200
Section 8-3B-9 - Failure to pay treatment fees	\$100	\$200



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: December 12, 2024

RE: City Legal Rates for 2025 - Nyemaster

SYNOPSIS:

As we near the end of 2024, it is time to review and set the rates of legal services from the Nyemaster Goode team for the City of Clive for 2024. Included in the packet is the annual rate letter from City Attorney Kristina Stanger. The letter notes that Nyemaster will be maintaining the current 2024 rates into 2025 as shown below.

Shareholders – maintain \$250 per hour

Associates – maintain \$195 per hour

Monthly Council Meeting retainer – maintain \$850 per month

Beyond the recommended rates, City Attorney Kristina Stanger recommends maintaining the overall legal team roster. Neal Westin will continue to be the primary Assistant City Attorney, serving as the backup City Attorney when Kristina is not available due to her travel schedule. Neal's work and time with the Council will continue to be more frequent in 2025.

The City Manager would recommend your approval of these rates for 2025.

Attachments:

1. 20241204 Legal Services Proposal 2025(14564963.2)

December 4, 2024

Mr. Matt McQuillen
City Manager
City of Clive
1900 NW 114th Street
Clive, IA 50325-7077

Re: Nyemaster Goode's Legal Services Proposal for 2025

Dear Matt:

This letter provides the Nyemaster Goode, P.C. Law Firm's proposal to provide legal services for the calendar year 2025.

Staffing and Rate Proposal. As the City Attorney, I would economically staff legal issues likely with the following attorneys and positions for the City of Clive:

City Attorney

Kristina Stanger

Assistant City Attorneys

Neal Westin, Mary Funk, Kathleen Law,
and Leslie Behaunek

and Prosecutor

Dana Hempy or Leland Slawson

The Firm is proposing to keep all of the rates for the City of Clive in 2025 the same as last year, with shareholders at \$250 per hour for general City matters, associates at \$195 per hour. The Firm will also maintain the monthly retainer rate for Council Meeting attendance at \$850 per month. To the extent the City needs particular legal expertise within the firm, such as immigration law, intellectual property law, or bond work, the Firm reserves the need to charge those specialty attorneys' standard business rates. We will seek your approval for those services and rates before those specialists engage in work on your behalf.

Incidental costs such as research, copying and long-distance telephone expenses will continue to be billed at the cost to the Firm. Filing and recording fees, court costs and other external expenses may be passed along to the City.

Service at the Will of City Council. As has always been the case, our Firm serves at the pleasure of the City of Clive, subject to termination by the City at will. We consider the City of Clive, acting through the City Council, our "Client." As such, all communications with the Client,

its agents, employees, attorneys' and representatives will be seen as protected attorney client communications.

Delegation of Authority. By adopting this proposal, consistent with the City's desire to balance the efficient management of the City with legal expenses, the City's point of contact with the authority to authorize legal work and advice is the City Manager, Matt McQuillen and the City Police Chief, Mark Rehberg, or until alternative authorization is provided by the City Council.

Scope of Representation. As your City Attorney we operate with the understanding that we are providing general municipal advice to the Council's actions. To also assure mutuality of trust and avoid conflicts of interest, we maintain a database of former and current clients. The Iowa Rules of Professional Conduct define whether a past or present relationship with any other party prevents us from representing you as the Client in this matter. We will follow those Rules and we both agree that before our engagement on a specific matter begins, we will conduct a conflict check to identify interests that may pose adversity to you or the current or former client.

When matters arise that require legal opinion or services, we pledge to ask and we request that you affirmatively advise us of specific adverse parties, whether in the setting of a real estate transaction, a contract review, prosecution, or similar matter. At this time, we believe we have disclosed and obtained all necessary waivers or consents to be able to support you generally in this proposed role.

Advance Waiver of Conflicts. The City understands and agrees that this is not an exclusive agreement and the City is free to retain any other counsel of its choosing. We recognize that we shall be disqualified from representing any other client with interests materially and directly adverse to yours (i) in any matter which is substantially related to our representation of the City, and (ii) with respect to any matter where there is a reasonable probability that confidential information City furnished to us could be used to its disadvantage. The City understands and agrees that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with the City in litigation and other disputes, business transactions, or other legal matters. The City agrees that our representing it in this matter will not prevent or disqualify us from representing clients adverse to the City in other matters and that City consents in advance to our undertaking such adverse representations.

E-Mail Consent. We will transmit to you and receive information from time to time by e-mail, secure or non-secure Internet, or other electronic communication. While we strive to maintain a secure email system, you acknowledge you have been advised that there is a risk of interception of such information and there is a risk that someone may argue that the confidences transmitted are not protected by the attorney-client privilege as they are intended to be. We can make no guarantee that an interception by a third party will not occur or that the attorney-client privilege will be upheld. With full understanding of these risks, the Client consents to the transmission of information by e-mail, secure or non-secure Internet, or other electronic communication, and accept the risk of diminished confidentiality. This consent will apply to all

information or material unless you advise us in writing not to transmit specified information or material by e-mail, secure or non-secure Internet, or other electronic communication.

Retention and Disposition of Documents. The firm may maintain in its system in an electronic format any and all hard copy documents received from you or others relating to this matter. You agree that the firm may dispose of the hard copy version of any such documents once maintained, unless original documents. After termination of representation, any of your original papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, and internal lawyers' work-product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement without further notice to you.

On behalf of the members of the Firm, I thank the City for the opportunity to have been of service and express the hope that we continue to service your legal needs in the future. It is always a true pleasure to work for the City of Clive!

Very truly yours,

Kristina M. Stanger

Kristina M. Stanger



Memo

TO: Mayor and Council members

FROM: Jerry Freestone, Operations Administrator

DATE: December 12, 2024

RE: Resolution approving amended Snow and Ice Control Policy

SYNOPSIS:

Staff has reviewed the Snow and Ice Control Policy for the 2024-25 snow season and proposes amending the policy.

The City of Clive has acquired additional sidewalks with the property buyout programs and the addition of Park ground resulting in changes to the Public Works and Parks sidewalk responsibilities. Those changes are reflected in the proposed amendment to the Snow and Ice Control Policy.

The above proposed amendment would change the following sections of the policy for both Public Works and Parks.

Section 9 – Add additional sidewalks

A copy of the Snow and Ice Control Policy is attached for your review with the changes for both departments noted in Red and Blue.

Staff hereby recommends the Council's approval of the amended Snow and Ice Control Policy.

Please feel free to contact me prior to the meeting at 223-6231 or jfreestone@cityofclive.com if you have any questions or concerns.

Attachments:

1. 2024-25 Snow Policy_PW_Draft_JF markup
2. 2024-25 Snow Policy_PW_Draft_Clean

SNOW AND ICE CONTROL POLICY



ADOPTED November 15, 1984
AMENDED October 31, 1985
AMENDED November 19, 1987
AMENDED December 1, 1988
AMENDED October 21, 1993
AMENDED October 6, 1995
AMENDED September 19, 1996
AMENDED October 29, 1998
AMENDED November 4, 1999
AMENDED October 5, 2000
AMENDED October 3, 2002
AMENDED October 16, 2003
AMENDED September 30, 2004
AMENDED October 6, 2005
AMENDED October 19, 2006
AMENDED November 16, 2006
AMENDED October 4, 2007
AMENDED October 2, 2008
AMENDED October 15, 2009
AMENDED October 21, 2010

AMENDED November 3, 2011
AMENDED January 30, 2014
AMENDED October 2, 2014
AMENDED October 27, 2016
AMENDED January 14, 2021
AMENDED November 10, 2022
AMENDED December 12, 2024

RESOLUTION NO. _____

RESOLUTION

WHEREAS, the City Council of the City of Clive, Iowa, did on November 15, 1984, adopt a Snow and Ice Control Policy; and

WHEREAS, the City Council of the City of Clive, Iowa, did on October 31, 1985, November 19, 1987, December 1, 1988, October 21, 1993, October 6, 1995, September 19, 1996, October 29, 1998, November 4, 1999, October 5, 2000, October 3, 2002, October 16, 2003, September 30, 2004, October 6, 2005, October 19, 2006, November 16, 2006, October 4, 2007, October 2, 2008, October 15, 2009, November 3, 2011, January 30, 2014, October 2, 2014, and October 27, 2016, November 10, 2022 adopt amendments to the Snow and Ice Control Policy; and

WHEREAS, based upon the recommendation of the Public Works Director and the Leisure Services Director, the City Council deems it appropriate to amend said Snow and Ice Control Policy as provided in the attached new policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, on this ___ day of _____, 202⁴, that the Snow and Ice Control Policy, 1984, dated November 1, 1984, be and the same is hereby amended by substituting the attached new policy in lieu of the existing policy.

PASSED AND APPROVED this ___ day of _____, 202⁴.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

CITY OF CLIVE SNOW AND ICE CONTROL POLICY 1984

1. INTRODUCTION

The purpose of the Snow and Ice Control Policy is to establish and maintain uniform definitions and procedures concerning snow and ice control operations for the City of Clive. The City will provide such control in a safe and cost-effective manner, taking into account, safety, budget, personnel, and environmental concerns.

This policy does not guarantee that streets, sidewalks, parking areas, trails or other public property will be free of snow and ice after the execution of the snow and ice control plan. Bare, dry pavement should not be expected and will not always be provided. This plan attempts to maintain an adequate driving surface for properly equipped vehicles and drivers prepared for winter driving conditions, and to provide pedestrians with safe routes of travel.

The removal of snow and ice from public streets, public parking lots, and other public areas is an emergency operation that takes precedence over other non-emergency work for the Public Works and Parks Departments.

2. MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The observation of road and bridge conditions will be performed by the Public Works and/or Police departments to initiate snow crew notification. When inclement weather is approaching weather reports and forecasts will also be used in conjunction with on the St observations to determine notification timing. Resources permitting, first crew response will be snow removal vehicles with material spreaders. Public works crews may initiate additional crew calls as the need arises.

3. PRIORITIES

In order to make the most efficient use of available resources it is necessary to establish priorities for snow and ice removal.

- A. Public Safety, Harbach Center, and City Hall driveways/parking lots
- B. University Blvd
- C. NW 86th St
- D. Harbach Blvd, NW 86th St to NW 78th St
- E. Swanson Blvd
- F. University Ave
- G. Clark St, NW 99th Ct to NW 114th St
- H. NW 100th St (includes Hickman Ct)

- I. NW 108th St from 2100 block to Hickman Rd
- J. Hickman Frontage Road, NW 111th St to NW 108th St
- K. NW 114th St, (includes NW 111th St, Forest Ave west of NW 114th St, and the Campus Dr loop)
- L. NW 118th St
- M. NW 123rd St, Woodlands Pkwy, University Ave to NW 128th St
- N. NW 128th St (including Woodlands Pkwy west to Cedarwood Dr)
- O. Country Club Blvd
- P. NW 142nd St
- Q. NW 156th St, Within Clive corporate limits.
- R. Alice's Rd, Douglas Pkwy to Meredith Dr
- S. Douglas Pkwy, Within Clive corporate limits
- T. Meredith Dr, Alice's Rd to Warrior Ln.

Note: Plowing or material spreading of any streets may be stopped at any time to go back to higher priority areas to re-apply material or plow, if conditions warrant.

4. EMERGENCIES

Emergencies may arise which warrant a departure from the stated priorities. Examples include but are not limited to:

- A. Immediate need for Police, Fire and Rescue emergencies.
- B. If City personnel asking for assistance must leave the public right-of-way to respond to an emergency, snow removal crews may provide necessary assistance such as opening a driveway or parking lot to give access for emergency crews.
- C. Isolated problem areas where traction is urgently needed before all other areas are handled. NOTE: The Police Department may only advise of road conditions and shall not direct snow and ice control operations of the Public Works and Parks Departments.
- D. Icing conditions where a water main break has occurred.

5. SNOW REMOVAL OPERATIONS

The depth and timing of snow accumulations, along with traffic volumes, will normally dictate when snow removal operations begin. Removal will take place during a snow event as needed to keep accumulations on the pavement surface at a manageable level. It is likely that several passes will be made on most streets to clear accumulated snow from the roadway. The Parks Department will take responsibility for snow removal in cul-de-sac areas and the Public Works Department will be responsible for removal on the remainder of City streets.

Snow removal operations will be carried out in accordance with the established priorities set forth in section 3 of this policy. Such removal operations may at times be done in

conjunction with material applications.

Often times snow and ice control activities take place outside of the regular work day. To provide for adequate staffing during these emergency operations the city reserves the right to modify staff schedules, after suitable notification to the employee, to accommodate the operation. Employees will typically be limited to 12 hours of continuous work during snow and ice control operations. After 12 hours of work the employee will be off for a minimum of 8 hours.

6. MATERIAL APPLICATIONS

Conditions may warrant the application of deicing materials. Conditions may also warrant the addition of liquid deicing chemicals to any such mixture in order to obtain the desired results from the application of a material mixture. The definition of Material in this policy may consist of salt, sand or liquid deicing chemicals, or any combination of the three. Applications of material will follow the same priorities established for snow removal.

7. JOINT JURISDICTION

The following jurisdictions are responsible or share responsibility with the City for the following boundary streets:

- A. WDM - Buffalo Rd (Railroad track to NW 73rd St)
- B. Windsor Heights/Clive - University Ave Bridge (NW 75th St to NW 73rd St)
Joint plowing and material spreading to be shared.
- C. Windsor Heights - Marilyn Dr (Clive's east corporate limit to NW 80th Pl)
- D. IDOT - Hickman Rd (Highway 6)
- E. Clive - University Ave (NW 86th St to west corporate limits) In heavy storms the city may receive assistance from West Des Moines.
- F. IDOT - Interstate 35/80 (Hickman to University Ave & Ramps)
- G. Clive - NW 142nd St, University Ave to Hickman Rd
- H. Clive - Woodcrest Dr from Clive's corporate limits to Westwood Dr in Waukee
- I. Clive - Beechwood Dr from Clive's east corporate limit to NW 149th St
- J. Clive - Bryn Mawr Dr from Clive's east corporate limit to NW 149th St
- K. Clive - Buena Vista Dr from Clive's east corporate limit to NW 149th St
- L. Clive - NW 150th St from Clive's north corporate limit to Maple Dr
- M. Clive - NW 152nd St from Clive's north corporate limit to Maple Dr
- N. Clive - NW 157th St from Clive's north corporate limit to Maple Dr
- O. Clive - Maple Dr from NW 157th St to NW 159th St in Urbandale
- P. Clive - NW 158th St from Clive's north corporate limit to Maple Dr
- Q. Clive - NW 159th St from Clive's north corporate limit to Maple Dr
- R. Clive - NW 160th St from Clive's north corporate limit to Brookshire Dr
- S. Clive - Aurora Ave from Clive's east corporate limit to NW 162nd St
- T. Clive - Tanglewood Dr from Clive's east corporate limit to NW 163rd St
- U. Clive - Alice's Rd from Douglas Pkwy to Meredith Dr
- V. Waukee - Alice's Rd from Douglas Pkwy to south corporate limit

- W. Urbandale - Meredith Dr from Clive's east corporate limit to Alice's Rd
- X. Clive - Meredith Dr from Alice's Rd to Warrior Ln

8. PUBLIC PROPERTY PARKING AREAS

Parking areas at public areas will be cleared of snow by the Parks Department. Snow clearing may include the application of deicing materials on the driveway portion of parking areas only. Public parking area snow removal operations will commence after street operations are substantially complete.

9. SIDEWALKS – CITY OWNED

City owned sidewalks will be cleared and treated with ice melt as needed. This may require overtime on weekends.

Every attempt will be made to clear the walks and step areas at entrances to the City Hall, Library, Harbach Center, Public Safety, and Public Works buildings at least 15 to 30 minutes before normal business hours. In addition to maintenance staff's efforts to keep the entrances to public buildings open, a snow shovel and ice melt will be placed at each building entrance to allow staff from each facility to assist in keeping the entrances open to the public. Departmental responsibilities for sidewalks to be cleared include:

Parks

a. Public Safety Building on Hickman Rd.	322'
b. Rio Valley Park on Sunset Terr	15'
c. Rio Valley Park at 1743 Rio Valley Dr	25'
d. Walnut Ridge Park at 10700 Elmcrest Dr	160'
e. Karp Park at 1500 NW 109th St	20'
f. NW 111th St at Hickman Rd both sides	157'
a. Maddox Pkwy Parking Lot to Trail	78'
b. NW 114th St bridge, Aquatic Center, Cownie Field	1557'
c. City Hall at 1900 NW 114th St	410'
d. NW 114th St Future building site	514'
e. Clive Aquatic Center at 1801 NW 114th St	874'
f. Wellington Ridge Park at 1400 NW 123rd St	310'
g. Campbell Recreation Area at 1885 NW 123rd St	1,030'
h. Woodlands Pkwy to Trail by Ballfield 1	270'
i. Woodlands Pkwy islands at NW 128th St	24'
j. NW 128th St Bridge and Sidewalk to Trail	490'
k. End of Woodlands Pkwy at Pineview Dr E & W side to trail	32'
l. Water Tower at 12575 University Ave	105'
m. Huntington Ridge Park at 1400 NW 131st St	93'
n. NW 149th both sides N of Woodcrest Dr (greenbelt)	448'
o. Wildwood Park to Trial at 15166 Wildwood Dr	175'
p. NW 156th St – South end/East side at Greenbelt	210'
q. Lion's Park at 15880 Wildwood Dr	111'
r. Country Club Glen Park at 16335 Sheridan Ave	485'

s. NW 156th St & Boston Pkwy Roundabout Islands	60'
t. Stonegate Park at 15280 Boston Pkwy	290'
u. Stonegate Park on NW 152nd St	20'
v. Shuler Pond, westside of Berkshire Pkwy	300'
w. Canary Park on Airline Dr S side of street	75'
x. Sidewalk Connection from Airline Dr to Baxter Dr (Canary Park)	396'
y. Canary Park at 3600 Berkshire Pkwy	265'
z. Trail Ramps at NW 156th St, NW 161st St, & Berkshire Pkwy	25'
aa. Cirkseena Park on Westgate Pkwy	289 365'
bb. Westgate Pkwy and adjacent Greenbelt sidewalk	764 927'

Public Works

a. 1/2 of bridge at University Ave and 73rd St	130'
b. 1275 NW 75th St	190'
c. George Lundberg Park at 1450 NW 78th St	91'
d. 1360 NW 78th St	122'
e. 1393 NW 78th St	80'
f. 1431 NW 78th St	90'
g. 7845 Drake St	75'
h. SPL of 1301 NW 78th St to NPL of 1371 NW 78th St	346'
i. NPL of 1360 NW 78th St to University Blvd	548'
j. 7811 & 7827 University Blvd	290'
k. 1444 NW 80th St	105'
l. NW 80th Pl to Urbandale Trail Connection	350'
m. Harbach Center at 8505 Harbach Blvd	415'
n. 8554 Alice Ave	132'
o. Linnan Park at 8500 Alice Ave	356'
p. West View Bend Park at 1836 NW 90th St	62'
q. Swanson House at 8641 Swanson Blvd	170'
r. Swanson Blvd at RR crossing (9000 blk, north side)	345'
s. Public Safety Building on Hickman Rd.	322'
t. Indian Hills Woods NW 97th St walk & bridge to NW 96th St	350'
u. Outlot Indian Hills Woods at Lincoln Ave (both sides)	200'
v. Outlot Indian Hills Woods NW 98th St (both sides)	309'
w. Outlot Indian Hills Woods NW 100th St (east side)	330'
x. NW 100th St bridge (west side)	800'
y. Rio Valley Park on Sunset Terr	15'
z. Rio Valley Park at 1743 Rio Valley Dr	25'
aa. Walnut Ridge Park at 10700 Elmcrest Dr	160'
bb. Karp Park at 1500 NW 109th St	20
cc. NW 111th St at Hickman Rd both sides	157'
dd. Public Works at 2123 NW 111th St	171'
ee. School Crossing Franklin Ave. and NW 86th St (snow plow deposits)	
ff. NW 86th St at RR crossing (west side)	77'

gg. NW 86th St and University Ave (triangle island)	35'
hh. Aasheim Park at 8575 University Blvd	615'
ii. Greenbelt Park and bridge on NW 86th St (west side)	811'
jj. 2185 NW 86th St	86'
kk. 1851 & 1871 NW 86th St	372'

In addition to the city owned sidewalks, the City will clear or cause to be cleared the sidewalk on the west side of NW 86th St which is part of the streetscape, from the NPL of 8625 Summit Dr to the SPL of 8620 Primrose Ln. Total length 1060'

10. GREENBELT TRAIL

Trail snow removal operations may begin only when street snow removal operations are substantially complete.

Portions of the Greenbelt Trail will be cleared of snow by the Parks Department including the main east/west trail from 73rd St to Country Club Blvd, and side trails to neighboring street right of ways at Woodlands Pkwy and Lakeshore Dr, through Campbell Recreation Area to Sunset Terr, to the 10800 block of Lincoln Ave, to Rio Valley Dr and Greenbelt Dr, to the 10200 block of Lincoln Ave, to the 10000 block of Swanson Blvd, to the 9300 block of Lincoln Ave, and to the 9200 block of Swanson Blvd Also trail from NW 149th to NW 159th St, and/or Lions Park, and along Hickman Rd from the 15000 block west to Berkshire Pkwy. All other portions of the Greenbelt Park trail will not be cleared of snow. No de-icing or other materials will be applied to the Greenbelt Trail. Slippery conditions may continue to exist even after snow removal operations have been completed. Users of the Greenbelt Trail use the trail at their own risk. Greenbelt Trail snow removal operations will commence after street operations are substantially complete.

11. DRIVEWAYS/PRIVATE PROPERTY PLOWING

City snowplows will not clear private driveways or private property, such as parking lots, except in an emergency as previously discussed.

The removal of snow placed in a driveway or on sidewalks by City plows is the responsibility of the property owner.

12. COMPLAINT PROCEDURES

Management Staff or Administrative Assistant may handle emergency complaints.

13. REPORTS

A Storm Report shall be completed for each snow removal operation. This report contains operating times, weather conditions, resources committed and results.

14. REPAIR OF DAMAGED PROPERTY

Snow and ice control operations may cause property damage to improvements in the public right-of-way, even under the best of circumstances and watchful care of equipment operators.

The City will restore sod areas damaged by City snowplows during snow removal operations. All other damage within the public right-of-way is the responsibility of the property owner including, but not limited to, trees, shrubs, bushes, landscaping materials, decorative rock or concrete, and lawn/landscaping irrigation systems.

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Under City of Clive Code of Ordinances Section 7-1-16 residents are prohibited from obstructing any street or depositing snow or ice thereon. Therefore, City Ordinance prohibits the practice of depositing snow from driveways and sidewalks in the street.

Under City of Clive Code of Ordinances Section 6-4-9 parking is prohibited on any public street during a snow event and immediately following a snow event.

Residents are also responsible for assuring that their mailbox is properly installed and that the mailbox meets the requirements of the United States Postal Service regarding delivery and collection of mail to curbside boxes. Mailboxes damaged by snow removal equipment will be repaired as defined in the City of Clive Code of Ordinances Section 7-4-7.

During periods of heavy snowfall accumulations, there may be times when City equipment cannot physically place all the snow from the curb line onto the City right-of-way. It is the responsibility of the resident to remove snow and ice accumulations from the approach and exits to mailboxes to allow the mail carrier to deliver mail safely and efficiently.

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To the extent that any previous rule, regulation, policy or past practice, written or unwritten, is in conflict with the provisions of this policy, such is hereby withdrawn, voided and all personnel should conduct themselves in conformity with this policy.

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- A. Available Personnel.
- B. Equipment breakdown.
- C. Vehicles disabled in deep snow.
- D. Storm severity may preclude all snow removal operations or seriously impede response.
- E. Equipment rendered inadequate by the depth of the snow or drifts.
- F. Shift changes; crew breaks, and breaks required for refueling, refilling of material spreaders and installing chains and new blades.

- G. Snow deposited back in to the street after crews have completed snow removal operations.
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17. Sidewalks abutting Private Property – Removal of Snow and Ice Accumulations

Purpose- The following document has been created in order to provide a uniform and consistent method for evaluating, documenting and enforcing 7-2-6 Removal of Snow and Ice Accumulations.

Snow and ice accumulations on sidewalks abutting private property on
Property Owner Responsibility under 7-2-6 - Removal of Snow and Ice Accumulations. The owner, lessee occupant or person in charge of property abutting sidewalks shall remove snow and ice accumulations from sidewalks within twenty-four (24) hours after a snowfall or the deposit or formation of ice thereon.

Policies - All reported or identified violations shall be reviewed by the appropriate Community Development personnel. However, as the city has limited code enforcement resources, this procedural guideline for enforcement activity has been developed to maximize the available resources. The procedural guidelines should be used as a flexible document to allow the level of enforcement to reflect the circumstances and situation of the code violation.

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The Community Development Department code enforcement official shall have the responsibility for determining whether or not the property owner has substantially complied with the responsibilities identified in the City Code. It shall be the City's policy to ensure that the sidewalks are safe for pedestrian travel, however, there are no guarantees that the sidewalks will be completely free of all moisture.

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Enforcement Methodology - It is the City's policy to investigate and attempt to resolve all code violation complaints received by the Community Development Department.

In addition to the complaints received, the Community Development Department will proactively review selected areas of the City during snow events greater than 1-inch to ensure comprehensive code compliance and help facilitate continued education regarding

property owner responsibilities. The City has been divided into four (4) Snow Removal Review Zones (see attached exhibit). Properties within area #1 will be reviewed during the first snow event of the season. Area #2 will be reviewed during the second event, followed by area #3 and #4, respectively. The cycle will begin again if more than four events occur during the winter season.

Enforcement Procedures (Notice of Violation)

- A. A citizen's complaint shall be made on a complaint form provided by the Community Development Department (see Appendix A). The complainant may complete the form, or it may be completed by staff based on a telephone call, letter or other contact from the complainant. If the complaint is received in written format, the document shall be attached to a complaint form completed by staff.
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 1. the case number;
 2. the date of complaint form submittal;
 3. complainant information (name, address, phone number);
 4. subject property information (properties unique identifier, property address, parcel/plat, property owner name, property owner address); and
 5. identification of code enforcement official assigned to the case.
- C. After the complaint information has been entered into the database, a file shall be opened for the complaint by the Administrative. The file is the official record of the complaint and its investigation and resolution. The file shall contain the following minimum information prior to being turned over to the investigator:
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- D. Investigation of the complaint shall be completed by the appropriate code enforcement official within two (2) business days of complaint intake. The purpose of the field investigation is:
 1. to verify the existence and severity of the code violation;
 2. to document the code violation by means of written notes, photographs, videotapes, etc.
 3. if possible, to discuss with the property owner, occupant or other responsible party:
 - a. the nature of the code violation;
 - b. method for complying with the codes;
 - c. timelines for code compliance;

- d. code enforcement procedures; and
 - e. potential consequences for failure to comply.
- E. Upon completion of the field inspection, the code enforcement official shall prepare an investigation worksheet (see Appendix B). The worksheet shall include the following information:
 - 1. name of investigator;
 - 2. date, time and place of investigation;
 - 3. code violations observed (or determination as to the lack of code violation);
 - 4. evidence of violation (photographs, notes summary, etc.)
 - 5. summary of discussion, if any, with owner, occupant or responsible party;
 - 6. witness information, if any;
 - 7. description of actions necessary to correct violation; and recommended enforcement action.
- F. If the code enforcement official is not able to make contact with the property owner, notice of violation (including the nature of the violation, method for complying with the code, timeline for code compliance & the potential consequences for failure to comply) will be left in a conspicuous location on the property.

Enforcement Procedures (Enforcement Action)-If corrective action has not been completed as identified in the notice of violation, the City will take action to abate the code violation.

- A. The code enforcement official will review the non-compliant property the day following the issuance of the Notice of Violation. The code enforcement official will document the level of completion on the investigation worksheet.
- B. Following the review, if the property is still not compliant, the code enforcement official will submit the worksheet to the Administrative Assistant.
- C. The Administrative Assistant will contact the City's snow removal contractor to issue a work order for the non-compliant property.

The City will retain the services of a local contractor to remove the snow/ice accumulations if the property owner fails to proceed with corrective action within the specified time period. The contractor will remove the snow/ice accumulation from the public sidewalk and bill the City for the time necessary to complete the work (minimum 1-hour charge of \$105.00)..

Cost Recovery Procedures- The City will seek to recover the cost of abating the code violation plus an administrative fee as set in the current fee schedule from the property owner. Once the abatement is completed and the City has obtained a bill, the City will invoice the property owner based on the actual cost incurred.

The property owner will have ten (10) days to pay the invoiced amount. If the property owner does not pay, the overdue invoice will be forwarded to the City Administration Department for collection through property assessment/lien process.

SNOW AND ICE CONTROL POLICY



ADOPTED	November 15, 1984	AMENDED	November 3, 2011
AMENDED	October 31, 1985	AMENDED	January 30, 2014
AMENDED	November 19, 1987	AMENDED	October 2, 2014
AMENDED	December 1, 1988	AMENDED	October 27, 2016
AMENDED	October 21, 1993	AMENDED	January 14, 2021
AMENDED	October 6, 1995	AMENDED	November 10, 2022
AMENDED	September 19, 1996	AMENDED	December 12, 2024
AMENDED	October 29, 1998		
AMENDED	November 4, 1999		
AMENDED	October 5, 2000		
AMENDED	October 3, 2002		
AMENDED	October 16, 2003		
AMENDED	September 30, 2004		
AMENDED	October 6, 2005		
AMENDED	October 19, 2006		
AMENDED	November 16, 2006		
AMENDED	October 4, 2007		
AMENDED	October 2, 2008		
AMENDED	October 15, 2009		
AMENDED	October 21, 2010		

RESOLUTION NO. _____

RESOLUTION

WHEREAS, the City Council of the City of Clive, Iowa, did on November 15, 1984, adopt a Snow and Ice Control Policy; and

WHEREAS, the City Council of the City of Clive, Iowa, did on October 31, 1985, November 19, 1987, December 1, 1988, October 21, 1993, October 6, 1995, September 19, 1996, October 29, 1998, November 4, 1999, October 5, 2000, October 3, 2002, October 16, 2003, September 30, 2004, October 6, 2005, October 19, 2006, November 16, 2006, October 4, 2007, October 2, 2008, October 15, 2009, November 3, 2011, January 30, 2014, October 2, 2014, and October 27, 2016, November 10, 2022 adopt amendments to the Snow and Ice Control Policy; and

WHEREAS, based upon the recommendation of the Public Works Director and the Leisure Services Director, the City Council deems it appropriate to amend said Snow and Ice Control Policy as provided in the attached new policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, on this ___ day of _____, 2024, that the Snow and Ice Control Policy, 1984, dated November 1, 1984, be and the same is hereby amended by substituting the attached new policy in lieu of the existing policy.

PASSED AND APPROVED this ___ day of _____, 2024.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

CITY OF CLIVE SNOW AND ICE CONTROL POLICY 1984

1. INTRODUCTION

The purpose of the Snow and Ice Control Policy is to establish and maintain uniform definitions and procedures concerning snow and ice control operations for the City of Clive. The City will provide such control in a safe and cost-effective manner, taking into account, safety, budget, personnel, and environmental concerns.

This policy does not guarantee that streets, sidewalks, parking areas, trails or other public property will be free of snow and ice after the execution of the snow and ice control plan. Bare, dry pavement should not be expected and will not always be provided. This plan attempts to maintain an adequate driving surface for properly equipped vehicles and drivers prepared for winter driving conditions, and to provide pedestrians with safe routes of travel.

The removal of snow and ice from public streets, public parking lots, and other public areas is an emergency operation that takes precedence over other non-emergency work for the Public Works and Parks Departments.

2. MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The observation of road and bridge conditions will be performed by the Public Works and/or Police departments to initiate snow crew notification. When inclement weather is approaching weather reports and forecasts will also be used in conjunction with on the St observations to determine notification timing. Resources permitting, first crew response will be snow removal vehicles with material spreaders. Public works crews may initiate additional crew calls as the need arises.

3. PRIORITIES

In order to make the most efficient use of available resources it is necessary to establish priorities for snow and ice removal.

- A. Public Safety, Harbach Center, and City Hall driveways/parking lots
- B. University Blvd
- C. NW 86th St
- D. Harbach Blvd, NW 86th St to NW 78th St
- E. Swanson Blvd
- F. University Ave
- G. Clark St, NW 99th Ct to NW 114th St
- H. NW 100th St (includes Hickman Ct)

- I. NW 108th St from 2100 block to Hickman Rd
- J. Hickman Frontage Road, NW 111th St to NW 108th St
- K. NW 114th St, (includes NW 111th St, Forest Ave west of NW 114th St, and the Campus Dr loop)
- L. NW 118th St
- M. NW 123rd St, Woodlands Pkwy, University Ave to NW 128th St
- N. NW 128th St (including Woodlands Pkwy west to Cedarwood Dr)
- O. Country Club Blvd
- P. NW 142nd St
- Q. NW 156th St, Within Clive corporate limits.
- R. Alice's Rd, Douglas Pkwy to Meredith Dr
- S. Douglas Pkwy, Within Clive corporate limits
- T. Meredith Dr, Alice's Rd to Warrior Ln.

Note: Plowing or material spreading of any streets may be stopped at any time to go back to higher priority areas to re-apply material or plow, if conditions warrant.

4. EMERGENCIES

Emergencies may arise which warrant a departure from the stated priorities. Examples include but are not limited to:

- A. Immediate need for Police, Fire and Rescue emergencies.
- B. If City personnel asking for assistance must leave the public right-of-way to respond to an emergency, snow removal crews may provide necessary assistance such as opening a driveway or parking lot to give access for emergency crews.
- C. Isolated problem areas where traction is urgently needed before all other areas are handled. NOTE: The Police Department may only advise of road conditions and shall not direct snow and ice control operations of the Public Works and Parks Departments.
- D. Icing conditions where a water main break has occurred.

5. SNOW REMOVAL OPERATIONS

The depth and timing of snow accumulations, along with traffic volumes, will normally dictate when snow removal operations begin. Removal will take place during a snow event as needed to keep accumulations on the pavement surface at a manageable level. It is likely that several passes will be made on most streets to clear accumulated snow from the roadway. The Parks Department will take responsibility for snow removal in cul-de-sac areas and the Public Works Department will be responsible for removal on the remainder of City streets.

Snow removal operations will be carried out in accordance with the established priorities set forth in section 3 of this policy. Such removal operations may at times be done in

conjunction with material applications.

Often times snow and ice control activities take place outside of the regular work day. To provide for adequate staffing during these emergency operations the city reserves the right to modify staff schedules, after suitable notification to the employee, to accommodate the operation. Employees will typically be limited to 12 hours of continuous work during snow and ice control operations. After 12 hours of work the employee will be off for a minimum of 8 hours.

6. MATERIAL APPLICATIONS

Conditions may warrant the application of deicing materials. Conditions may also warrant the addition of liquid deicing chemicals to any such mixture in order to obtain the desired results from the application of a material mixture. The definition of Material in this policy may consist of salt, sand or liquid deicing chemicals, or any combination of the three. Applications of material will follow the same priorities established for snow removal.

7. JOINT JURISDICTION

The following jurisdictions are responsible or share responsibility with the City for the following boundary streets:

- A. WDM - Buffalo Rd (Railroad track to NW 73rd St)
- B. Windsor Heights/Clive - University Ave Bridge (NW 75th St to NW 73rd St)
Joint plowing and material spreading to be shared.
- C. Windsor Heights - Marilyn Dr (Clive's east corporate limit to NW 80th Pl)
- D. IDOT - Hickman Rd (Highway 6)
- E. Clive - University Ave (NW 86th St to west corporate limits) In heavy storms the city may receive assistance from West Des Moines.
- F. IDOT - Interstate 35/80 (Hickman to University Ave & Ramps)
- G. Clive - NW 142nd St, University Ave to Hickman Rd
- H. Clive - Woodcrest Dr from Clive's corporate limits to Westwood Dr in Waukee
- I. Clive - Beechwood Dr from Clive's east corporate limit to NW 149th St
- J. Clive - Bryn Mawr Dr from Clive's east corporate limit to NW 149th St
- K. Clive - Buena Vista Dr from Clive's east corporate limit to NW 149th St
- L. Clive - NW 150th St from Clive's north corporate limit to Maple Dr
- M. Clive - NW 152nd St from Clive's north corporate limit to Maple Dr
- N. Clive - NW 157th St from Clive's north corporate limit to Maple Dr
- O. Clive - Maple Dr from NW 157th St to NW 159th St in Urbandale
- P. Clive - NW 158th St from Clive's north corporate limit to Maple Dr
- Q. Clive - NW 159th St from Clive's north corporate limit to Maple Dr
- R. Clive - NW 160th St from Clive's north corporate limit to Brookshire Dr
- S. Clive - Aurora Ave from Clive's east corporate limit to NW 162nd St
- T. Clive - Tanglewood Dr from Clive's east corporate limit to NW 163rd St
- U. Clive - Alice's Rd from Douglas Pkwy to Meredith Dr
- V. Waukee - Alice's Rd from Douglas Pkwy to south corporate limit

- W. Urbandale - Meredith Dr from Clive's east corporate limit to Alice's Rd
- X. Clive - Meredith Dr from Alice's Rd to Warrior Ln

8. PUBLIC PROPERTY PARKING AREAS

Parking areas at public areas will be cleared of snow by the Parks Department. Snow clearing may include the application of deicing materials on the driveway portion of parking areas only. Public parking area snow removal operations will commence after street operations are substantially complete.

9. SIDEWALKS – CITY OWNED

City owned sidewalks will be cleared and treated with ice melt as needed. This may require overtime on weekends.

Every attempt will be made to clear the walks and step areas at entrances to the City Hall, Library, Harbach Center, Public Safety, and Public Works buildings at least 15 to 30 minutes before normal business hours. In addition to maintenance staff's efforts to keep the entrances to public buildings open, a snow shovel and ice melt will be placed at each building entrance to allow staff from each facility to assist in keeping the entrances open to the public. Departmental responsibilities for sidewalks to be cleared include:

Parks

a. Maddox Pkwy Parking Lot to Trail	78'
b. NW 114th St bridge, Aquatic Center, Cowrie Field	1557'
c. City Hall at 1900 NW 114th St	410'
d. NW 114th St Future building site	514'
e. Clive Aquatic Center at 1801 NW 114th St	874'
f. Wellington Ridge Park at 1400 NW 123rd St	310'
g. Campbell Recreation Area at 1885 NW 123rd St	1,030'
h. Woodlands Pkwy to Trail by Ballfield 1	270'
i. Woodlands Pkwy islands at NW 128th St	24'
j. NW 128th St Bridge and Sidewalk to Trail	490'
k. End of Woodlands Pkwy at Pineview Dr E & W side to trail	32'
l. Water Tower at 12575 University Ave	105'
m. Huntington Ridge Park at 1400 NW 131st St	93'
n. NW 149th both sides N of Woodcrest Dr (greenbelt)	448'
o. Wildwood Park to Trail at 15166 Wildwood Dr	175'
p. NW 156th St – South end/East side at Greenbelt	210'
q. Lion's Park at 15880 Wildwood Dr	111'
r. Country Club Glen Park at 16335 Sheridan Ave	485'
s. NW 156th St & Boston Pkwy Roundabout Islands	60'
t. Stonegate Park at 15280 Boston Pkwy	290'
u. Stonegate Park on NW 152nd St	20'
v. Shuler Pond, westside of Berkshire Pkwy	300'
w. Canary Park on Airline Dr S side of street	75'
x. Sidewalk Connection from Airline Dr to Baxter Dr (Canary Park)	396'

y. Canary Park at 3600 Berkshire Pkwy	265'
z. Trail Ramps at NW 156th St, NW 161st St, & Berkshire Pkwy	25'
aa. Cirkseena Park on Westgate Pkwy	365'
bb. Westgate Pkwy and adjacent Greenbelt sidewalk	927'

Public Works

a. 1/2 of bridge at University Ave and 73rd St	130'
b. 1275 NW 75th St	190'
c. George Lundberg Park at 1450 NW 78th St	91'
d. 1360 NW 78th St	122'
e. 1393 NW 78 th St	80'
f. 1431 NW 78 th St	90'
g. 7845 Drake St	75'
h. SPL of 1301 NW 78th St to NPL of 1371 NW 78th St	346'
i. NPL of 1360 NW 78th St to University Blvd	548'
j. 7811 & 7827 University Blvd	290'
k. 1444 NW 80 th St	105'
l. NW 80th Pl to Urbandale Trail Connection	350'
m. Harbach Center at 8505 Harbach Blvd	415'
n. 8554 Alice Ave	132'
o. Linnan Park at 8500 Alice Ave	356'
p. West View Bend Park at 1836 NW 90th St	62'
q. Swanson House at 8641 Swanson Blvd	170'
r. Swanson Blvd at RR crossing (9000 blk, north side)	345'
s. Public Safety Building on Hickman Rd.	322'
t. Indian Hills Woods NW 97th St walk & bridge to NW 96th St	350'
u. Outlot Indian Hills Woods at Lincoln Ave (both sides)	200'
v. Outlot Indian Hills Woods NW 98th St (both sides)	309'
w. Outlot Indian Hills Woods NW 100th St (east side)	330'
x. NW 100th St bridge (west side)	800'
y. Rio Valley Park on Sunset Terr	15'
z. Rio Valley Park at 1743 Rio Valley Dr	25'
aa. Walnut Ridge Park at 10700 Elmcrest Dr	160'
bb. Karp Park at 1500 NW 109th St	20
cc. NW 111th St at Hickman Rd both sides	157'
dd. Public Works at 2123 NW 111th St	171'
ee. School Crossing Franklin Ave. and NW 86th St (snow plow deposits)	
ff. NW 86th St at RR crossing (west side)	77'
gg. NW 86th St and University Ave (triangle island)	35'
hh. Aasheim Park at 8575 University Blvd	615'
ii. Greenbelt Park and bridge on NW 86th St (west side)	811'
jj. 2185 NW 86th St	86'
kk. 1851 & 1871 NW 86th St	372'

In addition to the city owned sidewalks, the City will clear or cause to be cleared the sidewalk on the west side of NW 86th St which is part of the streetscape, from the NPL of 8625 Summit Dr to the SPL of 8620 Primrose Ln. Total length 1060'

10. GREENBELT TRAIL

Trail snow removal operations may begin only when street snow removal operations are substantially complete.

Portions of the Greenbelt Trail will be cleared of snow by the Parks Department including the main east/west trail from 73rd St to Country Club Blvd, and side trails to neighboring street right of ways at Woodlands Pkwy and Lakeshore Dr, through Campbell Recreation Area to Sunset Terr, to the 10800 block of Lincoln Ave, to Rio Valley Dr and Greenbelt Dr, to the 10200 block of Lincoln Ave, to the 10000 block of Swanson Blvd, to the 9300 block of Lincoln Ave, and to the 9200 block of Swanson Blvd Also trail from NW 149th to NW 159th St, and/or Lions Park, and along Hickman Rd from the 15000 block west to Berkshire Pkwy. All other portions of the Greenbelt Park trail will not be cleared of snow. No de-icing or other materials will be applied to the Greenbelt Trail. Slippery conditions may continue to exist even after snow removal operations have been completed. Users of the Greenbelt Trail use the trail at their own risk. Greenbelt Trail snow removal operations will commence after street operations are substantially complete.

11. DRIVEWAYS/PRIVATE PROPERTY PLOWING

City snowplows will not clear private driveways or private property, such as parking lots, except in an emergency as previously discussed.

The removal of snow placed in a driveway or on sidewalks by City plows is the responsibility of the property owner.

12. COMPLAINT PROCEDURES

Management Staff or Administrative Assistant may handle emergency complaints.

13. REPORTS

A Storm Report shall be completed for each snow removal operation. This report contains operating times, weather conditions, resources committed and results.

14. REPAIR OF DAMAGED PROPERTY

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The City will restore sod areas damaged by City snowplows during snow removal operations. All other damage within the public right-of-way is the responsibility of the property owner including, but not limited to, trees, shrubs, bushes, landscaping materials, decorative rock or concrete, and lawn/landscaping irrigation systems.

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 - b. method for complying with the codes;
 - c. timelines for code compliance;
 - d. code enforcement procedures; and
 - e. potential consequences for failure to comply.
- E. Upon completion of the field inspection, the code enforcement official shall prepare an investigation worksheet (see Appendix B). The worksheet shall include the following information:
 - 1. name of investigator;

2. date, time and place of investigation;
 3. code violations observed (or determination as to the lack of code violation);
 4. evidence of violation (photographs, notes summary, etc.)
 5. summary of discussion, if any, with owner, occupant or responsible party;
 6. witness information, if any;
 7. description of actions necessary to correct violation; and recommended enforcement action.
- F. If the code enforcement official is not able to make contact with the property owner, notice of violation (including the nature of the violation, method for complying with the code, timeline for code compliance & the potential consequences for failure to comply) will be left in a conspicuous location on the property.

Enforcement Procedures (Enforcement Action)-If corrective action has not been completed as identified in the notice of violation, the City will take action to abate the code violation.

- A. The code enforcement official will review the non-compliant property the day following the issuance of the Notice of Violation. The code enforcement official will document the level of completion on the investigation worksheet.
- B. Following the review, if the property is still not compliant, the code enforcement official will submit the worksheet to the Administrative Assistant.
- C. The Administrative Assistant will contact the City's snow removal contractor to issue a work order for the non-compliant property.

The City will retain the services of a local contractor to remove the snow/ice accumulations if the property owner fails to proceed with corrective action within the specified time period. The contractor will remove the snow/ice accumulation from the public sidewalk and bill the City for the time necessary to complete the work (minimum 1-hour charge of \$105.00)..

Cost Recovery Procedures- The City will seek to recover the cost of abating the code violation plus an administrative fee as set in the current fee schedule from the property owner. Once the abatement is completed and the City has obtained a bill, the City will invoice the property owner based on the actual cost incurred.

The property owner will have ten (10) days to pay the invoiced amount. If the property owner does not pay, the overdue invoice will be forwarded to the City Administration Department for collection through property assessment/lien process.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Nicks Bar and Grill - 9769 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Nicks Bar and Grill 12_13_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Hy-Vee
Fast and Fresh - 11925 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Hy-Vee Fast and Fresh 02_01_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - 515
Brewing - 7700 University Avenue, Suite C

SYNOPSIS:

Staff recommends approval.

Attachments:

1. 515 Brewing 02_01_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Wildwood Lodge - 11431 Forest Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Mayor Signature 2

John D. Edwards



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - University Tap - 7500 University Boulevard, Suite 1

SYNOPSIS:

SAstaff recommends approval.

Attachments:

1. University Tap 12_12_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Hy-Vee
Fast and Fresh - 11925 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Hy-Vee Fast and Fresh 02_01_2024



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Approve Retail Alcohol Sales License Renewal Application - Casey's
#2253 - 2070 NW 100th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Casey's #2253 01_16_2025



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: December 12, 2024

RE: Resolution Accepting Work - 2024 Arterial PCC Pavement Rehabilitation Project

SYNOPSIS:

Staff is recommending final acceptance of the public improvements on the above referenced project. Work on the project is now complete and all work items have been addressed to the satisfaction of City staff. A final Pay Request releasing the remaining retainage amount of \$21,060.83 will be processed within 30 days of acceptance.

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Accepting Work_The Concrete Company_2024_Arterial

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK FOR THE
2024 ARTERIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, the City entered into an agreement in connection with the 2024 Arterial PCC Pavement Rehabilitation Project (the "Project"); and

WHEREAS, the work has now been completed under the Project; and

WHEREAS, in the judgment of the City Council, the work appears to meet the requirements of the plans and specifications for the Project, and City staff has recommended the acceptance of such Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

The work on the Project is hereby accepted, and except for the remaining retainage to be held by the City for not less than thirty (30) days after acceptance of the Project, the amount due to the contractor is hereby ordered paid from available funds from which payment for the Project may be made.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: December 12, 2024

RE: Resolution Approving Change Order #2 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - (-\$4,345.13)

SYNOPSIS:

Staff is recommending approval of Change Order #2 to Sternquist Construction for additional work performed on the above referenced project as follows:

Change Order #2 – (-\$4,345.13)

This Change Order balances the unit items on the project to account for underruns and arrive at a final contract amount. Work on the project is now complete and the final contract amount is \$556,979.87.

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Sternquist Change Order 161st
2. Change Order #2

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR
STERNQUIST CONSTRUCTION
HICKMAN ROAD & NW 161st STREET PHASE 2 INTERSECTION
IMPROVEMENT PROJECT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Sternquist Construction in regard to the Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 2 and authorizing the Mayor to execute same on behalf of the City of Clive, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That Change Order No. 2 to the contract with Sternquist Construction, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 2 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS ____ of _____, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

HICKMAN ROAD (US 6) & 161ST STREET/ SE LEGACT POINTE BLVD

Description	WIDEN LEGACY POINTE TO CREATE A BOULEVARD
Prime Contractor	STERNQUIST CONSTRUCTION INDIANOLA, IA
Change Order	2
Status	Pending
Date Created	11/19/2024
Summary	Balancing Change Order for Final Payment
Change Order Description	Balancing Change Order for Final Payment
Awarded Project Amount	\$559,455.00
Authorized Project Amount	\$561,325.00
Change Order Amount	-\$4,345.13
Revised Project Amount	\$556,979.87

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0090	24-009	LF	\$85.700	250.000	\$21,425.00	-2.000	-\$171.40	248.000	\$21,253.60
STORM SEWER, TRENCHED, CLASSIII RCP, 15 IN									
Reason: Balancing Change Order									
0110	24-011	LF	\$20.400	609.000	\$12,423.60	6.000	\$122.40	615.000	\$12,546.00
SUBDRAIN, CASE B, TYPE1, 6 INCH									
Reason: Balancing Change Order									
0260	24-026	SY	\$45.900	314.500	\$14,435.55	-10.500	-\$481.95	304.000	\$13,953.60
SIDEWALK, PCC, 4 IN.									
Reason: Balancing Change Order									
0270	24-027	SY	\$91.800	24.000	\$2,203.20	6.000	\$550.80	30.000	\$2,754.00
SIDEWALK, PCC, 6IN.									
Reason: Balancing Change Order									
0400	24-040	ACRE	\$5,100.000	0.300	\$1,530.00	-0.300	-\$1,530.00	0.000	\$0.00
HYDRO. SEED, FERTILIZING, AND MULCHING, TYPE 4									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0410	24-041	LF	\$2.550	990.000	\$2,524.50	-752.000	-\$1,917.60	238.000	\$606.90
FILTER SOCK, 12 INCH									
Reason: Balancing Change Order									
0420	24-042	LF	\$0.500	990.000	\$495.00	-752.000	-\$376.00	238.000	\$119.00
FILTER SOCK, REMOVAL									
Reason: Balancing Change Order									
0430	24-043	LF	\$0.250	100.000	\$25.00	-100.000	-\$25.00	0.000	\$0.00
FILTER SOCK, MAINTENANCE									
Reason: Balancing Change Order									
0440	24-044	EACH	\$153.000	4.000	\$612.00	1.000	\$153.00	5.000	\$765.00
INLET PROTECTION DEVICE, DROP-IN									
Reason: Balancing Change Order									
0450	24-045	EACH	\$25.500	4.000	\$102.00	1.000	\$25.50	5.000	\$127.50
INLET PROTECTION DEVICE, MAINT. AND REMOVAL									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0460	24-046	EACH	\$153.000	2.000	\$306.00	-1.000	-\$153.00	1.000	\$153.00
INLET PROTECTION DEVICE, DROP-IN, OPEN- THROAT INTAKE									
Reason: Balancing Change Order									
0470	24-047	EACH	\$25.500	2.000	\$51.00	-1.000	-\$25.50	1.000	\$25.50
INLET PROTECTION DEVICE, MAINT. AND REMOVAL, OPEN-THROAT INTAKE									
Reason: Balancing Change Order									
0480	24-048	LF	\$5.100	356.000	\$1,815.60	-81.250	-\$414.38	274.750	\$1,401.22
REMOVAL OF FENCE									
Reason: Balancing Change Order									
0490	24-049	LS	\$102.000	1.000	\$102.00	0.000	-\$102.00	1.000	\$0.00
DEMOLITION WORK									
14 items			Totals		\$58,050.45		-\$4,345.13		\$53,705.32

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Nolan Daft	Date
Contractor, Sternquist Construction	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: December 12, 2024

RE: Resolution Approving Change Order #3 - Alliance Construction Group - NW 114th Street Reconstruction - \$1,100.00

SYNOPSIS:

Staff is recommending approval of Change Order #3 in the amount of \$1,100.00 to Alliance Construction Group for work performed on the above referenced project.

The change order covers extra work and adjustments for the following items.

1. A large stump from a previous street tree that had died was encountered in the right-of-way while preparing for sod. To meet the new finished grades between the front of the sidewalk to the back of the curb, the stump will be fully removed and infilled.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$1,355,031.28

Change Order #3 - \$1,100.00

Revised Contract Amount - \$1,356,131.28

Please feel free to contact me at jcygan@cityofclive.com or 515-223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Resolution - Change Order
2. Change Order #3

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 3
FOR ALLIANCE CONSTRUCTION GROUP
NW 114th STREET RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 3 to the contract with Alliance Construction Group in regard to the NW 114th Street Reconstruction (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 3 and authorizing the Mayor to execute same on behalf of the City of Clive, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That Change Order No. 3 to the contract with Alliance Construction Group, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 3 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Change Order	3
Status	Pending
Date Created	11/19/2024
Type	Changed Conditions
Summary	Stump removal
Change Order Description	During construction an existing stump was found and is in conflict of final grading
Awarded Project Amount	\$1,349,523.50
Authorized Project Amount	\$1,355,031.28
Change Order Amount	\$1,100.00
Revised Project Amount	\$1,356,131.28

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0620	24-110	LS	1.000	\$1,100.000	\$1,100.00
Stump Removal: Removal of existing stump					
Reason: Conflicts with finish grading					
1 item					Total: \$1,100.00

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Alliance Construction Group	Date



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Resolution Approving Change Order #3 - Corell Contractor - Cirksena Park - \$10,260.00

SYNOPSIS:

Staff is recommending approval of Change Order #3 in the amount of \$10,260.80 to Corell Contractor for work performed at Cirksena Park. This change order covers extra sod work for the Great Lawn areas, trail pathways, and front entry off Westgate Parkway.

Change Order #1 - \$1,598.00 (10/12/23)

Change Order #2 - \$1,800.00 (1/11/24)

Attachments:

1. Resolution Approving Change Order #3 - Cirksena Park
2. 2701 change order 3_signed

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR CORELL CONTRACTOR
CIRKSENA PARK CONSTRUCTION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 3 to the contract with Corell Contractor in regard to the Cirksena Park Constriction Project (the" Project");; and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 3 and authorizing the Mayor to execute the same on behalf of the City of Clive, Iowa;

NOW, THEREFORE, BE IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That Change Order #3 to the Cirksena Park contract with Corell Contractor, is hereby determined to be in the best interests of the residents of Clive, Iowa and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order #3 on behalf of City of Clive, Iowa.

PASSED AND APPROVED this ____ day of _____, 2024.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

Office
1300 Lincoln Street
West Des Moines, Iowa 50265
515.221.9669



Mailing Address
P.O. Box 65430
West Des Moines, Iowa 50265
Fax: 515.221.9778

Change Order Agreement No. 3

Date: November 7, 2024
Contractor: Corell Contractor, Inc.
Project: Cirksena Park Project
Clive, IA

Description of Change Order and Purpose

Furnish and install sod in large field area and on both sides of sidewalk per City's request; pricing approved via email on 9/3/24.

Settlement for Cost of Changed Work

A. ITEMS FOR WHICH CONTRACT UNIT PRICES HAVE BEEN ESTABLISHED:

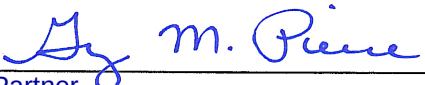
<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Increase or Decrease (+or -)</u>
Net Change Part A				\$0.00

B. ITEMS FOR WHICH CONTRACT UNIT PRICES ARE NOT ESTABLISHED:

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Increase or Decrease (+or -)</u>
3.1	sodding	1.00	\$10,260.80	\$10,260.80
Net Change Part B				\$10,260.80
TOTAL				\$10,260.80

Original Contract Amount	\$879,200.20
Previously Authorized Change Orders	\$3,398.00
Amount of Change By This Change Order	\$10,260.80
New Contract Amount Including This Change Order	\$892,859.00
Percentage of Change Orders to Original Contract	1.55%

RDG Planning & Design

By: 
Title: Partner
Date: 11/22/24
301 Grand Avenue
Des Moines, IA 50309

Corell Contractor, Inc.

By: 
Title: Project Manager
Date: 11/07/24
1300 Lincoln Street
West Des Moines, IA 50265



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: December 12, 2024

RE: Resolution Approving Change Order #5 - Mainline Construction - NW
99th Court Reconstruction - \$61,017.48

SYNOPSIS:

Staff is recommending approval of Change Order #5 in the amount of \$61,017.48 to Mainline Construction, Inc. for work performed on the above referenced project.

The change order covers extra work and adjustments for the following items.

1. Runovers that occurred throughout the entirety of the project.

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,627,928.44
Change Order #5	- \$ <u>61,017.48</u>
Revised Contract Amount	- \$1,688,945.92

Please feel free to contact me at jcygan@cityofclive.com or 515-223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Resolution - Change Order
2. Change_Order_Details 5_Nw_99th_Court_Reconstruction

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 5
FOR MAINLINE CONSTRUCTION, INC.
NW 99th COURT RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 5 to the contract with Mainline Construction, Inc. in regard to the NW 99th Court Reconstruction (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 5 and authorizing the Mayor to execute same on behalf of the City of Clive, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That Change Order No. 5 to the contract with Mainline Construction, Inc. is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 5 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Nw 99th Court Reconstruction

Description	Total road reconstruction
Prime Contractor	Mainline Construction PO Box 173 Bondurant, IA 50035
Change Order	5
Status	Pending
Date Created	11/19/2024
Type	Minor Overrun
Summary	Overruns on paving and drives
Awarded Project Amount	\$1,521,703.44
Authorized Project Amount	\$1,627,928.44
Change Order Amount	\$61,017.48
Revised Project Amount	\$1,688,945.92

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0050	24-005	SY	\$2.500	5,912.000	\$14,780.00	330.470	\$826.18	6,242.470	\$15,606.18
SUBGRADE PREPARATION									
0070	24-007	SY	\$12.500	5,912.000	\$73,900.00	330.470	\$4,130.88	6,242.470	\$78,030.88
SUBBASE, MODDIFIED, 6"									
0100	24-010	LF	\$75.000	773.000	\$57,975.00	61.000	\$4,575.00	834.000	\$62,550.00
SANITARY SERVICE, 4"									
0220	24-022	LB	\$8.000	1,326.000	\$10,608.00	258.000	\$2,064.00	1,584.000	\$12,672.00
FITTING, DUCTILE IRON, MJ									
0260	24-026	EA	\$6,600.000	3.000	\$19,800.00	1.000	\$6,600.00	4.000	\$26,400.00
ALTERNATE FIRE HYDRANT ASSEMBLY									
0290	24-029	EA	\$5,700.000	8.000	\$45,600.00	1.000	\$5,700.00	9.000	\$51,300.00
SANITARY MANHOLE, 48" SW-301									
0340	24-034	SY	\$54.250	5,204.000	\$282,317.00	361.900	\$19,633.08	5,565.900	\$301,950.08
PCC PAVEMENT, 7" C-SUD									
0360	24-036	SY	\$7.000	864.000	\$6,048.00	31.240	\$218.68	895.240	\$6,266.68
REMOVAL OF DRIVEWAY									
0370	24-037	SY	\$43.450	1,373.000	\$59,656.85	189.990	\$8,255.07	1,562.990	\$67,911.92
SIDEWALK, 4" PCC									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0380	24-038	SY	\$60.600	90.000	\$5,454.00	2.340	\$141.80	92.340	\$5,595.80
SIDEWALK, 6" PCC									
0400	24-040	SY	\$63.150	884.000	\$55,824.60	72.220	\$4,560.69	956.220	\$60,385.29
DRIVEWAY, 6" PCC									
0410	24-041	SY	\$15.000	68.000	\$1,020.00	17.000	\$255.00	85.000	\$1,275.00
DRIVEWAY, 6" GRANULAR									
0420	24-042	SY	\$9.000	5,010.000	\$45,090.00	361.900	\$3,257.10	5,371.900	\$48,347.10
PAVEMENT REMOVAL									
0500	24-050	EA	\$225.000	9.000	\$2,025.00	2.000	\$450.00	11.000	\$2,475.00
INLET PROTECTION DEVICE, DROP-IN, INSTALATION									
14 items			Totals		\$680,098.45		\$60,667.48		\$740,765.93

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0630	24-049	LS	1.000	\$350.000	\$350.00
DEMOLITION WORK					
Reason: Curb removal					
1 item					Total: \$350.00

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Tony Clemenson	Date
Contractor,	Date



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Approve Pay Request #1 - Confluence, Inc. - University Boulevard
Flood Mitigation: Project Scoping Plan - \$2,400.00

SYNOPSIS:

Staff is recommending approval of Pay Request #1 (\$2,400) to Confluence, Inc. for the work completed on the University Boulevard Flood Mitigation- Project Scoping Plan.

Original Contract Amount-	\$420,430.00
Pay Request #1-	\$2,400.00

Remaining Contract Amount-	\$418,030
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Please feel free to contact me at dollendike@cityofclive.com or at 515-223-6221 prior to the meeting if you have any questions or need additional information.

Attachments:

1. Pay Request #1

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

APPROVED FOR PAYMENT
BY 330M
DATE 12/3/2024
ACCT #
Pay Request #1
University Blvd Flood Mitigation -
Project Scoping Plan

City of Clive, IA
1900 NW 114th Street
Clive, IA 50325-7077
Doug Olendike

Invoice number 30653
Date 11/23/2024

Project **24278 University Boulevard Flood
Mitigation Planning**

Professional Services through November 20, 2024

Send invoice to: dollendike@cityofclive.com

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
TASK 1 - PROJECT MANAGEMENT	81,385.00	0.00	1,440.00	1,440.00
TASK 2 - PROJECT UNDERSTANDING	65,010.00	0.00	960.00	960.00
TASK 3 - TECHNICAL ANALYSIS & BCA UPDATE	84,455.00	0.00	0.00	0.00
TASK 4 - MITIGATION PROJECT EXPLORATION	189,580.00	0.00	0.00	0.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00
Total	420,430.00	0.00	2,400.00	2,400.00

Task 1 - Project Management

Professional Fees

	Hours	Rate	Billed Amount
Resilient Communities Coordinator			
Mimi Wagner	6.00	170.00	1,020.00
Principal			
Terry F. Minarik	2.00	210.00	420.00
Phase subtotal			1,440.00

Task 2 - Project Understanding

Professional Fees

	Hours	Rate	Billed Amount
Associate Principal			
Roger J. Silver	6.00	160.00	960.00
Invoice total			2,400.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
30653	11/23/2024	2,400.00	2,400.00				
Total		2,400.00	2,400.00	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #1 - Country Landscapes - Greenbelt Landing Construction Project - \$1,662.50

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Country Landscapes for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$925,000.00**

Pay Request #1: **\$1,662.50**

Remaining contract amount: **\$923,337.50**

Attachments:

1. Country Landscapes Pay App 01

TO CONTRACTOR:

DCI Group, Inc.
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 1**INVOICE NO:** 1**PERIOD:** 11/01/24 - 11/30/24**PROJECT NO:** 23046**CONTRACT NO:** SC-006 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 12/05/2024**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Country Landscapes, Inc.
3801 East Lincoln Way
Ames, Iowa 50010

SUBCONTRACT FOR: Country Landscapes - BP #32.1**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$925,000.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$925,000.00
4.	Total completed and stored to date (Column G on detail sheet)		\$1,750.00
5.	Retainage:		
	a. 5.00% of completed work	\$87.50	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$87.50
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$1,662.50
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$1,662.50
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$923,337.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Country Landscapes, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.12.05 10:38:38-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 11/25/2024
PERIOD: 11/01/24 - 11/30/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping	\$76,894.22	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$76,894.22	\$0.00
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	\$110,837.64	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$110,837.64	\$0.00
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00	2.58%	\$66,025.00	\$87.50
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,159.52	\$0.00
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$169,359.98	\$0.00
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$208,101.24	\$0.00
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,872.40	\$0.00
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
TOTALS:			\$925,000.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00	0.19%	\$923,250.00	\$87.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$925,000.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00	0.19%	\$923,250.00	\$87.50

For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](https://doh.dol.gov/agencies/whd/forms/wh347)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐	OR SUBCONTRACTOR ☒	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
IOWAIRRIGATION & DEVELOPMENT LLC.		103 N 5TH AVE, SUITE E, HUXLEY, IA 50124	

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
1	11/03/2024	GREENBELT LANDING, CLIVE	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	INSURANC E	SIMPLE	OTHER		TOTAL DEDUCTIONS
			SUN 3	MON 4	TUE 5	WED 6	THU 7	FRI 8	SAT 9										
JUN LOPEZ 7927	5	LABORER	O									\$78.71	\$0.00	\$0.00	\$102.00	\$0.00		\$102.00	\$1,300.75
			S	0.00	2.25	0.00	0.00	0.00	0.00	0.00	0.00	2.25	34.98	\$1,402.75					
LOGAN CARNEY 5201	0	LABORER	O									\$78.71	\$0.00	\$0.00		\$8.99		\$8.99	\$290.71
			S	0.00	2.25	0.00	0.00	0.00	0.00	0.00	0.00	2.25	34.98	\$299.70					
GUADALUPE GARCIA 1189	0	LABORER	O									\$78.71	\$0.00	\$0.00	\$98.55			\$98.55	\$1,223.38
			S	0.00	2.25	0.00	0.00	0.00	0.00	0.00	0.00	2.25	34.98	\$1,321.93					
			O																
			S																
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			S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (29 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

Date 12/05/2024

I, Alan B Essex Project manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
IOWAIRRIGATION & DEVELOPMENT LLC. on the

(Contractor or Subcontractor)
GREENBELT LANDING PROJECT ; that during the payroll period commencing on the
(Building or Work)

28 day of OCTOBER 2024, and ending the 3 day of NOVEMBER 2024,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

IOWAIRRIGATION & DEVELOPMENT LLC. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Alan B Essex	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #1 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$8,086.21

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$259,869.00**

Pay Request #1: **\$8,086.21**

Remaining contract amount: **\$251,782.79**

Attachments:

1. CIM Pay App 01

TO CONTRACTOR:

FROM SUBCONTRACTOR:

Central Iowa Mechanical
204 SW 2nd St
Des Moines, Iowa 50309

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 1

INVOICE NO: 2490850

PERIOD: 10/01/24 - 10/31/24

PROJECT NO: 23046

CONTRACT NO: SC-001 Clive Greenbelt Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 11/04/2024

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$259,869.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$259,869.00
4.	Total completed and stored to date (Column G on detail sheet)	\$8,511.80
5.	Retainage:	
	a. 5.00% of completed work	\$425.59
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$425.59
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$8,086.21
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$8,086.21
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$251,782.79

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before
me this _____ day of _____
Notary Public:
My commission expires: _____

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2024.11.05 08:38:24-06'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.11.06 13:59:08-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 10/31/2024

PERIOD: 10/01/24 - 10/31/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$0.00	\$4,713.80	\$0.00	\$4,713.80	35.00%	\$8,754.20	\$235.69
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$0.00	\$3,798.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,424.00	\$0.00
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,785.00	\$0.00
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,954.00	\$0.00
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,790.00	\$0.00
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,915.00	\$0.00
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,154.00	\$0.00
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,549.00	\$0.00
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,045.00	\$0.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,460.00	\$0.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,300.00	\$0.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,287.00	\$0.00
TOTALS:			\$259,869.00	\$0.00	\$8,511.80	\$0.00	\$8,511.80	3.28%	\$251,357.20	\$425.59

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

WAIVER OF LIEN TO DATE

STATE OF Iowa

Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

WHEREAS, the undersigned has contracted with The DCI Group for **The City of Clive - Clive Greenbelt Landing project**, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises): **The City of Clive - Clive Greenbelt Landing: 1900 NW 114th Clive, IA 50325**

The undersigned, for and in consideration of the sum of **\$8,511.80** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

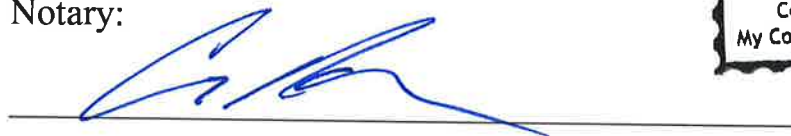
Dated at **Des Moines, IA**, on the 29 day of **October, 2024**.



James Keller
Vice President

Central Iowa Mechanical

Notary:





CENTRAL IOWA MECHANICAL
1720 FULLER ROAD
WEST DES MOINES, IA 50265
515-243-8126

INVOICE

Invoice #: 2490850
Client ID #: 1540
Date: 10/30/2024
Due Date: 12/14/2024

DCI Group
220 SE 6th Street Suite 200
Des Moines IA 50309

Remarks:
Clive Greenbelt Landing
City of Clive
1900 NW 114th
Clive IA 50325

Call Description: Progress Billing #1

Amount Due: \$8,086.21

Completed Date:

Terms:

Client PO #:

Net 30 Days

Description	Amount
Progress Billing #1	
Mobilization	4,713.80
Bonds	3,798.00

Notes:

*Please visit www.cimech.com
for online payment options.*



PAY BILL ONLINE

Non-Taxable Amount:	8,511.80
Taxable Amount:	0.00
Sales Tax:	0.00
Retention:	425.59
Paid:	0.00
Amount Due:	8,086.21

A credit card fee will be assessed.



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #1 - On Track Construction, LLC - Greenbelt Landing Construction Project - \$47,756.50

SYNOPSIS:

Staff recommends approval of Pay Request #1 to On Track Construction, LLC for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$1,700,000.00**

Pay Request #1: **\$47,756.50**

Remaining contract amount: **\$1,652,243.50**

Attachments:

1. On Track Pay App 01

TO CONTRACTOR:

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 1

INVOICE NO: 1

PERIOD: 10/01/24 - 10/31/24

PROJECT NO: 23046

CONTRACT NO: SC-004 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 11/04/2024

SUBMITTED DATE:

FROM SUBCONTRACTOR:

On Track Construction, LLC
1435 West F Ave
Nevada, Iowa 50201

SUBCONTRACT FOR: On Track - BP #31

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$1,700,000.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$1,700,000.00
4.	Total completed and stored to date (Column G on detail sheet)	\$50,270.00
5.	Retainage:	
	a. 5.00% of completed work	\$1,375.00
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$2,513.50
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$47,756.50
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$47,756.50
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,652,243.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: On Track Construction, LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce
Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2024.11.05 08:37:46-06'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.11.06 13:59:44-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 10/31/2024

PERIOD: 10/01/24 - 10/31/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	\$110,000.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	25.00%	\$82,500.00	\$1,375.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$76,000.00	\$0.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$38,000.00	\$0.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$76,000.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Export	\$88,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$88,000.00	\$0.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,000.00	\$0.00
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,000.00	\$0.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$168,000.00	\$0.00
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,500.00	\$0.00
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	\$0.00
19	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Building Water Service	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
20	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - 18" Sanitary Main Reroute	\$228,500.00	\$0.00	\$0.00	\$22,770.00	\$22,770.00	9.96%	\$205,730.00	\$1,138.50
21	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Sanitary Building Service	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
22	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Piping	\$149,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$149,000.00	\$0.00
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$103,500.00	\$0.00
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,000.00	\$0.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
TOTALS:			\$1,700,000.00	\$0.00	\$27,500.00	\$22,770.00	\$50,270.00	2.96%	\$1,649,730.00	\$2,513.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,700,000.00	\$0.00	\$27,500.00	\$22,770.00	\$50,270.00	2.96%	\$1,649,730.00	\$2,513.50

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

To: DCI Group
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

Project: Clive Greenbelt Landing
City of Clive

APPLICATION NO: 1
APPLICATION DATE: 31-Oct-24

PERIOD TO: 31-Oct-24

Contractor PO# 2426CL

CONTRACT DATE: 12-Sep-24

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ CONTRACTOR

☐

☐

FROM CONTRACTOR:
On Track Construction LLC
1435 W F Ave
Nevada, Iowa 50201

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

\$ 1,700,000.00

2. Net change by Change Orders

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 1,700,000.00

4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703)

\$ 50,270.00

5. RETAINAGE:

a. 5 % of Completed Work
(Column D + E on G703)

\$ 2,513.50

b. % of Stored Material
(Column F on G703)

\$

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)

\$ 2,513.50

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)

\$ 47,756.50

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)

\$ 0.00

8. CURRENT PAYMENT DUE

\$ 47,756.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 1,652,243.50

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

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

CONTRACTOR:

By:  Date: 10/29/2024

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ENGINEER:

By: Date:

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

TOTAL

EverLast Rehab
INVOICE # 24140

October 22, 2024

Send Payment to:
2063 120TH Street
Milltown, WI 54858

On Track Construction

Attn: Matt Runge

1435 West F Ave

Nevada, IA 50201

BALANCE DUE

Upon Receipt

\$22,770.00

Notes

Project Location- West Des Moines, IA Rinker Facility

Completion Date- October 21, 2024

Item / Item Description	Qty / Hr Rate	Unit Cost	Total
Mobilization Fee	1	\$2,250.00	\$2,250.00
18" RCP Interior Coal Tar Epoxy Coating	432 LF	\$47.50/LF	\$20,520.00
		Subtotal	\$22,770.00
		Tax - 0%	\$0.00
TOTAL			\$22,770.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #1 - Absolute Group - Greenbelt Landing Construction Project - \$7,362.50

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Absolute Group for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$627,825.00**

Pay Request #1: **\$7,362.50**

Remaining contract amount: **\$627,825.50**

Attachments:

1. Absolute Group Pay App 01

TO CONTRACTOR:

DCI Group, Inc.
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 1**INVOICE NO:** 1**PERIOD:** 11/01/24 - 11/30/24**PROJECT NO:** 23046**CONTRACT NO:** SC-005 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 12/05/2024**SUBMITTED DATE:** 11/22/2024**FROM SUBCONTRACTOR:**

Absolute Group
1800 Burr Oak Blvd PO Box 430
Granger, Iowa 50109

SUBCONTRACT FOR: Absolute Group - BP #32**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$635,188.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$635,188.00
4.	Total completed and stored to date (Column G on detail sheet)		\$7,750.00
5.	Retainage:		
	a. 5.00% of completed work	\$387.50	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$387.50
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$7,362.50
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$7,362.50
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$627,825.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Absolute Group

By: _____ Date: _____

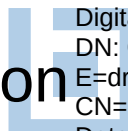
State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.12.05 10:28:24-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 11/25/2024
PERIOD: 11/01/24 - 11/30/24

Contract Lines										
A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-321300.000.Subcontract BP #32 - Paving	Mobilization	\$15,000.00	\$0.00	\$7,750.00	\$0.00	\$7,750.00	51.67%	\$7,250.00	\$387.50
2	32-321300.000.Subcontract BP #32 - Paving	Paving	\$359,145.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$359,145.50	\$0.00
3	32-321300.000.Subcontract BP #32 - Paving	Sidewalk	\$240,542.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$240,542.50	\$0.00
4	32-321300.000.Subcontract BP #32 - Paving	Striping/Signage	\$20,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,500.00	\$0.00
TOTALS:			\$635,188.00	\$0.00	\$7,750.00	\$0.00	\$7,750.00	1.22%	\$627,438.00	\$387.50

Grand Totals										
A	B		C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:			\$635,188.00	\$0.00	\$7,750.00	\$0.00	\$7,750.00	1.22%	\$627,438.00	\$387.50

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Clive
1900 NW 114th Str
Clive, IA 50325

PROJECT: Greenbelt Landing
1900 NW 114th Str
Clive, IA 50325

APPLICATION NO: 1
PERIOD TO: 11/30/2024

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Absolute Group Co
PO Box 430
1800 Burr Oak Blvd
Granger, IA 50109

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 635,188.50

2. Net Change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 635,188.50

4. TOTAL COMPLETED AND STORED TO DATE \$ 7,750.00

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 387.50

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 387.50

6. TOTAL EARNED LESS RETAINAGE \$ 7,362.50
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 0.00

8. CURRENT PAYMENT DUE \$ 7,362.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 627,826.00

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

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Absolute Group Co
PO Box 430 1800 Burr Oak Blvd
Granger, IA 50109

By: Ashley Hopperworth
Ashley Hopperworth / Controller

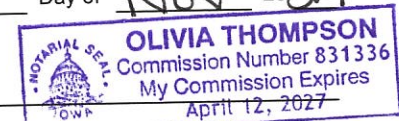
Date: 11/25/24

State of: IA

County of: Dallas

Subscribed and Sworn to before me this 25 Day of Nov 2024

Notary Public: Olivia Thompson
My Commission Expires: 4.12.2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): City of Clive
1900 NW 114th Str
Clive, IA 50325

PROJECT: Greenbelt Landing
1900 NW 114th Str
Clive , IA 50325

APPLICATION NO: 1
PERIOD TO: 11/30/2024

DISTRIBUTION
TO:
_ **OWNER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Absolute Group Co
PO Box 430
1800 Burr Oak Blvd
Granger, IA 50109

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	15,000.00	0.00	7,750.00	0.00	7,750.00	51.67	7,250.00	387.50
2	Paving	359,145.50	0.00	0.00	0.00	0.00	0.00	359,145.50	0.00
3	Sidewalk	240,543.00	0.00	0.00	0.00	0.00	0.00	240,543.00	0.00
4	Striping/Signage	20,500.00	0.00	0.00	0.00	0.00	0.00	20,500.00	0.00
REPORT TOTALS		\$635,188.50	\$0.00	\$7,750.00	\$0.00	\$7,750.00	1.22	\$627,438.50	\$387.50



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #1 - Keystone Construction Services LLC -
Greenbelt Landing Construction Project - \$29,815.75

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Keystone Construction Services LLC for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$2,518,000.00**

Pay Request #1: **\$29,815.75**

Remaining contract amount: **\$2,488,184.25**

Attachments:

1. Keystone Pay App 01 revised

TO CONTRACTOR:

PROJECT:
Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

FROM SUBCONTRACTOR:

Keystone Construction Services LLC
3361 178th Ct
Norwalk, Iowa 50211

SUBCONTRACT FOR: Keystone Construction - BP #6

APPLICATION NO: 1

INVOICE NO: #01

PERIOD: 10/01/24 - 10/31/24

PROJECT NO: 23046

CONTRACT NO: SC-002 Clive Greenbelt Landing

CONTRACT DATE: 09/26/2024

CERTIFICATE DATE: 11/06/2024

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$2,518,000.00
4.	Total completed and stored to date (Column G on detail sheet)	\$31,385.00
5.	Retainage:	
	a. 5.00% of completed work	\$1,569.25
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$1,569.25
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$29,815.75
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$29,815.75
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$2,488,184.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before
me this _____ day of _____
Notary Public:
My commission expires: _____

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2024.11.06 09:06:39-06'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.11.06 14:00:38-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 10/31/2024

PERIOD: 10/01/24 - 10/31/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$0.00	\$31,385.00	\$0.00	\$31,385.00	9.18%	\$310,598.73	\$1,569.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,465.00	\$0.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$335,919.83	\$0.00
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,987.00	\$0.00
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,050.00	\$0.00
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$367,700.00	\$0.00
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,346.50	\$0.00
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,682.19	\$0.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$550,987.04	\$0.00
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,170.00	\$0.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,508.95	\$0.00
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$66,810.00	\$0.00
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$217,630.00	\$0.00
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,740.00	\$0.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,500.00	\$0.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	\$3,898.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,898.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	\$4,416.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,416.19	\$0.00
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	\$6,618.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,618.00	\$0.00
25	6-60500.000.Subcontract BP# 6 General	Toilet/Bath/Laundry Access	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
26	6-60500.000.Subcontract BP# 6 General	Manufactured Fireplaces	\$49,990.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,990.00	\$0.00
27	6-60500.000.Subcontract BP# 6 General	Fire Protection Specialties	\$322.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$322.00	\$0.00
28	6-60500.000.Subcontract BP# 6 General	Closet and Utility Shelving	\$5,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,454.00	\$0.00
29	6-60500.000.Subcontract BP# 6 General	Residential Kitchen Appliances	\$4,422.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,422.00	\$0.00
30	6-60500.000.Subcontract BP# 6 General	Projectors	\$10,565.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,565.00	\$0.00
31	6-60500.000.Subcontract BP# 6 General	Window Shades	\$14,488.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,488.00	\$0.00
32	6-60500.000.Subcontract BP# 6 General	Residential Casework	\$18,552.57	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,552.57	\$0.00
33	6-60500.000.Subcontract BP# 6 General	Decorative Metal Fences - Gates	\$48,710.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,710.00	\$0.00
34	6-60500.000.Subcontract BP# 6 General	Site Improvements	\$29,580.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,580.00	\$0.00
TOTALS:			\$2,518,000.00	\$0.00	\$31,385.00	\$0.00	\$31,385.00	1.25%	\$2,486,615.00	\$1,569.25

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$2,518,000.00	\$0.00	\$31,385.00	\$0.00	\$31,385.00	1.25%	\$2,486,615.00	\$1,569.25



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #1 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$6,067.65

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$388,703.00**

Pay Request #1: **\$6,067.65**

Remaining contract amount: **\$382,635.35**

Attachments:

1. AirCon Pay App 01

TO CONTRACTOR:

PROJECT:
Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

FROM SUBCONTRACTOR:

Air-Con Mechanical Corp.
3121 SE 14th Street
Des Moines, Iowa 50320

SUBCONTRACT FOR:

AirCon Mechanical - BP #26

APPLICATION NO: 1

INVOICE NO: 1805

PERIOD: 10/01/24 - 10/31/24

PROJECT NO: 23046

CONTRACT NO: SC-003 Clive Greenbelt Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 11/04/2024

SUBMITTED DATE: 10/30/2024

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum		\$388,703.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$388,703.00
4.	Total completed and stored to date (Column G on detail sheet)		\$6,387.00
5.	Retainage:		
	a. 5.00% of completed work	\$319.35	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$319.35
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$6,067.65
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$6,067.65
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$382,635.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Air-Con Mechanical Corp.

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before
me this _____ day of _____
Notary Public:
My commission expires: _____

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2024.11.05 08:37:03-06'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.11.06 14:00:10-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 10/31/2024
PERIOD: 10/01/24 - 10/31/24

Contract Lines

A	B		C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP #26 - Electrical	Mobilization	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
2	26-260000.000.Subcontract BP #26 - Electrical	Gear/Feeders	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
3	26-260000.000.Subcontract BP #26 - Electrical	Lighting	\$112,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$112,000.00	\$0.00
4	26-260000.000.Subcontract BP #26 - Electrical	Lighting Controls	\$9,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,800.00	\$0.00
5	26-260000.000.Subcontract BP #26 - Electrical	Power	\$73,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$73,000.00	\$0.00
6	26-260000.000.Subcontract BP #26 - Electrical	Data	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
7	26-260000.000.Subcontract BP #26 - Electrical	Fire Alarm	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
8	26-260000.000.Subcontract BP #26 - Electrical	Site Lighting	\$58,703.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,703.00	\$0.00
9	26-260000.000.Subcontract BP #26 - Electrical	Underground	\$24,313.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,313.00	\$0.00
10	26-260000.000.Subcontract BP #26 - Electrical	Bonds	\$3,887.00	\$0.00	\$3,887.00	\$0.00	\$3,887.00	100.00%	\$0.00	\$194.35
11	26-260000.000.Subcontract BP #26 - Electrical	Engineering	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
12	26-260000.000.Subcontract BP #26 - Electrical	Concrete Bases	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
TOTALS:			\$388,703.00	\$0.00	\$6,387.00	\$0.00	\$6,387.00	1.64%	\$382,316.00	\$319.35

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$388,703.00	\$0.00	\$6,387.00	\$0.00	\$6,387.00	1.64%	\$382,316.00	\$319.35

REQUEST FOR PAYMENT

From: Air-Con Electric, LLC
3121 S.E. 14th St.
Des Moines, IA 50320

To: DCI Group
220 SE 6th Street Ste. 200
Des Moines, IA 50309

Invoice: 1805
Draw: 1
Invoice date: 10/18/2024
Period ending date: 10/18/2024

Contract For: Clive Greenbelt Landina

Request for payment:

Original contract amount	\$388,703.00
Approved changes	\$0.00
Revised contract amount	\$388,703.00
Contract completed to date	\$6,387.00
Add-ons to date	\$0.00
Taxes to date	\$0.00
Less retainage	\$319.35
Total completed less retainage	\$6,067.65
Less previous requests	\$0.00
Current request for payment	\$6,067.65
Current billing	\$6,387.00
Current additional charges	\$0.00
Current tax	\$0.00
Less current retainage	\$319.35
Current amount due	\$6,067.65
Remaining contract to bill	\$382,635.35

Project: N-24-2132
DCI Group - Greenbelt

Contract date:

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the DCI Group relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

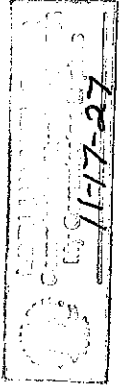
CONTRACTOR: Air-Con Electric, LLC

County Of Polk

State Of Iowa

By: [Signature] Subscribed and sworn to before me this 18th day of October, 2024

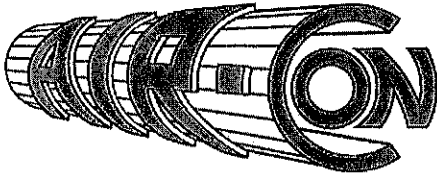
Date: October 18, 2024 Notary Public [Signature] My commission expires: November 17, 2027



REQUEST FOR PAYMENT DETAIL

Project: N-24-2132 / DCI Group - Greenbelt Invoice: 1805 Draw: 1 Period Ending Date: 10/18/2024 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Mobilization	2,500.00		2,500.00		2,500.00	100.00		125.00
02	Gear/Feeders	40,000.00						40,000.00	
03	Lighting	112,000.00						112,000.00	
04	Lighting Controls	9,800.00						9,800.00	
05	Power	73,000.00						73,000.00	
06	Data	20,000.00						20,000.00	
07	Fire Alarm	9,500.00						9,500.00	
08	Site Lighting	58,703.00						58,703.00	
09	Underground	24,313.00						24,313.00	
10	Bonds	3,887.00		3,887.00		3,887.00	100.00		194.35
11	Engineering	5,000.00						5,000.00	
12	Concrete Bases	30,000.00						30,000.00	
Totals		388,703.00		6,387.00		6,387.00	1.64	382,316.00	319.35



AIR-CON MECHANICAL CORPORATION

3121 SE 14TH STREET • DES MOINES, IA 50320

PHONE: 515.243.5500 • FAX: 515.243.0126

PARTIAL LIEN WAIVER

Project: #SC-003 Clive Greenbelt Landing: Air Con Mechanical - BP #26
(N-24-2132)

WHEREAS THE UNDERSIGNED (☒) Contractor () Subcontractor () Supplier
() Architect/Engineer _____ has provided labor, services, materials, or equipment for the above
project under an agreement with:

OWNER: DCI Group
220 SE 6th Street Suite 200
Des Moines, Iowa 50309

The undersigned does hereby waive and release all bond claims, liens, or project owner and any sureties, for
labor, services, material or equipment, as provided by the undersigned, but only to the extent of payment
received, as indicated and as limited below:

(☒) **CONDITIONAL Release:** This waiver and release is contingent upon receipt of payment and final
bank clearance of said remittance in the amount of \$6,067.65 (Invoice 1805 Draw # 1). The remittance
identified as payment and endorsed by the undersigned marked "Paid" or otherwise canceled by the bank
against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was
paid and that payment thereof was received by the Undersigned, and thereupon this waiver and release shall
become effective automatically without the requirement of any further act, acknowledgment or receipt on the
part of the Undersigned.

() **UNCONDITIONAL Release:** The undersigned acknowledges receipt of payment in the amount of
\$ for labor, services, materials or equipment as described herein and does hereby grant this release
unconditionally.

Julie Hoey Signature
Julie Hoey Print Name
CFO Title
10-30-24 Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #2 - Keystone Construction Services LLC -
Greenbelt Landing Construction Project - \$149,384.42

SYNOPSIS:

Staff recommends approval of Pay Request #2 to Keystone Construction Services LLC for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$2,518,000.00**

Pay Request #2: **\$149,384.42**

Total Requested to Date: **\$179,200.17**

Remaining contract amount: **\$2,338,799.83**

Attachments:

1. Keystone Pay App 02

TO CONTRACTOR:

DCI Group, Inc.
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 2**INVOICE NO:** 02**PERIOD:** 11/01/24 - 11/30/24**PROJECT NO:** 23046**CONTRACT NO:** SC-002 Clive Greenbelt
Landing**CONTRACT DATE:** 09/26/2024**CERTIFICATE DATE:** 12/05/2024**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Keystone Construction Services LLC
3361 178th Ct
Norwalk, Iowa 50211

SUBCONTRACT FOR: Keystone Construction - BP #6**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$2,518,000.00
4.	Total completed and stored to date (Column G on detail sheet)	\$188,631.76
5.	Retainage:	
	a. 5.00% of completed work	\$2,144.25
	b. 5.00% of stored material	\$7,287.34
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$9,431.59
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$179,200.17
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$29,815.75
8.	Current payment due:	\$149,384.42
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$2,338,799.83

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.12.05 10:41:28-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2

APPLICATION DATE: 11/25/2024

PERIOD: 11/01/24 - 11/30/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$31,385.00	\$11,500.00	\$0.00	\$42,885.00	12.54%	\$299,098.73	\$2,144.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,465.00	\$0.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$335,919.83	\$0.00
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,987.00	\$0.00
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,050.00	\$0.00
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00	2.18%	\$359,700.00	\$400.00
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,346.50	\$0.00
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,682.19	\$0.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$0.00	\$0.00	\$137,746.76	\$137,746.76	25.00%	\$413,240.28	\$6,887.34
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,170.00	\$0.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,508.95	\$0.00
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$66,810.00	\$0.00
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$217,630.00	\$0.00
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,740.00	\$0.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,500.00	\$0.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	\$3,898.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,898.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	\$4,416.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,416.19	\$0.00
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	\$6,618.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,618.00	\$0.00
25	6-60500.000.Subcontract BP# 6 General	Toilet/Bath/Laundry Access	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
26	6-60500.000.Subcontract BP# 6 General	Manufactured Fireplaces	\$49,990.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,990.00	\$0.00
27	6-60500.000.Subcontract BP# 6 General	Fire Protection Specialties	\$322.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$322.00	\$0.00
28	6-60500.000.Subcontract BP# 6 General	Closet and Utility Shelving	\$5,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,454.00	\$0.00
29	6-60500.000.Subcontract BP# 6 General	Residential Kitchen Appliances	\$4,422.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,422.00	\$0.00
30	6-60500.000.Subcontract BP# 6 General	Projectors	\$10,565.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,565.00	\$0.00
31	6-60500.000.Subcontract BP# 6 General	Window Shades	\$14,488.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,488.00	\$0.00
32	6-60500.000.Subcontract BP# 6 General	Residential Casework	\$18,552.57	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,552.57	\$0.00
33	6-60500.000.Subcontract BP# 6 General	Decorative Metal Fences - Gates	\$48,710.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,710.00	\$0.00
34	6-60500.000.Subcontract BP# 6 General	Site Improvements	\$29,580.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,580.00	\$0.00
TOTALS:			\$2,518,000.00	\$31,385.00	\$11,500.00	\$145,746.76	\$188,631.76	7.49%	\$2,329,368.24	\$9,431.59

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$2,518,000.00	\$31,385.00	\$11,500.00	\$145,746.76	\$188,631.76	7.49%	\$2,329,368.24	\$9,431.59

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026											
Keystone Construction Services				1650 NW Gettysburg Ln, Waukee, IA 50263															
PAYROLL NO. 01		FOR WEEK ENDING 11/03/2024		PROJECT AND LOCATION 1900 NW 114TH STREET CLIVE, IA 50325				PROJECT OR CONTRACT NO. 2024-249											
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				M	T	W	T	F	S	S				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				28	29	30	31	1	2	3									
Matthew Stickels - 8164		Carpenter	O					1.00			1.00	\$45.20	\$496.70						
			S				8.50	6.50			15.00	30.10		\$40.97	\$14.75		\$55.72	\$440.98	
Richard Donaldson - 6472		Carpenter	O					2.50			2.50	\$45.20	\$555.47						
			S				8.50	6.20			14.70	30.10		\$46.56	\$16.76		\$63.32	\$492.15	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date 11/26/2024

I, Justin Menke President
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Keystone Construction Services on the
(Contractor or Subcontractor)
Clive Greenbelt Landing; that during the payroll period commencing on the
(Building or Work)
28th day of October, 24, and ending the 3rd day of November, 24,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
Keystone Construction Services from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Justin Menke President	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #2 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$8,787.50

SYNOPSIS:

Staff recommends approval of Pay Request #2 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$388,703.00**

Pay Request #2: **\$8,787.50**

Total Requested to Date: **\$14,855.15**

Remaining contract amount: **\$373,847.85**

Attachments:

1. AirCon Pay App 02

TO CONTRACTOR:

DCI Group, Inc.
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 2

INVOICE NO: 1819

PERIOD: 11/01/24 - 11/30/24

PROJECT NO: 23046

CONTRACT NO: SC-003 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 12/05/2024

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Air-Con Mechanical Corp.
3121 SE 14th Street
Des Moines, Iowa 50320

SUBCONTRACT FOR: AirCon Mechanical - BP #26

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$388,703.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$388,703.00
4.	Total completed and stored to date (Column G on detail sheet)	\$15,637.00
5.	Retainage:	
	a. 5.00% of completed work	\$781.85
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$781.85
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$14,855.15
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$6,067.65
8.	Current payment due:	\$8,787.50
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$373,847.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Air-Con Mechanical Corp.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2024.12.05 10:35:26-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

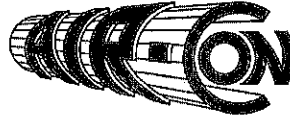
APPLICATION NUMBER: 2
APPLICATION DATE: 11/25/2024
PERIOD: 11/01/24 - 11/30/24

Contract Lines

A	B		C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP #26 - Electrical	Mobilization	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
2	26-260000.000.Subcontract BP #26 - Electrical	Gear/Feeders	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
3	26-260000.000.Subcontract BP #26 - Electrical	Lighting	\$112,000.00	\$0.00	\$5,600.00	\$0.00	\$5,600.00	5.00%	\$106,400.00	\$280.00
4	26-260000.000.Subcontract BP #26 - Electrical	Lighting Controls	\$9,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,800.00	\$0.00
5	26-260000.000.Subcontract BP #26 - Electrical	Power	\$73,000.00	\$0.00	\$3,650.00	\$0.00	\$3,650.00	5.00%	\$69,350.00	\$182.50
6	26-260000.000.Subcontract BP #26 - Electrical	Data	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
7	26-260000.000.Subcontract BP #26 - Electrical	Fire Alarm	\$9,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,500.00	\$0.00
8	26-260000.000.Subcontract BP #26 - Electrical	Site Lighting	\$58,703.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,703.00	\$0.00
9	26-260000.000.Subcontract BP #26 - Electrical	Underground	\$24,313.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,313.00	\$0.00
10	26-260000.000.Subcontract BP #26 - Electrical	Bonds	\$3,887.00	\$3,887.00	\$0.00	\$0.00	\$3,887.00	100.00%	\$0.00	\$194.35
11	26-260000.000.Subcontract BP #26 - Electrical	Engineering	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
12	26-260000.000.Subcontract BP #26 - Electrical	Concrete Bases	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00
TOTALS:			\$388,703.00	\$6,387.00	\$9,250.00	\$0.00	\$15,637.00	4.02%	\$373,066.00	\$781.85

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$388,703.00	\$6,387.00	\$9,250.00	\$0.00	\$15,637.00	4.02%	\$373,066.00	\$781.85



ELECTRIC, LLC

3121 S.E. 14th Street - Des Moines, IA. - 50320
(515) 243-5500 - FAX (515) 243-0126

PARTIAL LIEN WAIVER

Project: #SC-003 Clive Greenbelt Landing: Air Con Mechanical - BP #26
(N-24-2132)

WHEREAS THE UNDERSIGNED (☒) Contractor () Subcontractor ()
Supplier () Architect/Engineer _____ has provided labor, services, materials,
or equipment for the above project under an agreement with:

OWNER: DCI Group
220 SE 6th Street Suite 200
Des Moines, Iowa 50309

The undersigned does hereby waive and release all bond claims, liens, or project owner and
any sureties, for labor, services, material or equipment, as provided by the undersigned, but
only to the extent of payment received, as indicated and as limited below:

(☒) **CONDITIONAL Release:** This waiver and release is contingent upon receipt of
payment and final bank clearance of said remittance in the amount of \$8,787.50 (Invoice 1819
Draw # 2). The remittance identified as payment and endorsed by the undersigned marked
"Paid" or otherwise canceled by the bank against which said remittance was drawn, shall
constitute conclusive proof that said invoice or pay request was paid and that payment thereof
was received by the Undersigned, and thereupon this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part
of the Undersigned.

() **UNCONDITIONAL Release:** The undersigned acknowledges receipt of payment in
the amount of \$ for labor, services, materials or equipment as described herein and does
hereby grant this release unconditionally.

Joe Davis Signature
Joe Davis Print Name
Vice President Title
11-21-24 Date

REQUEST FOR PAYMENT

From: Air-Con Electric, LLC
3121 S.E. 14th St.
Des Moines, IA 50320

To: DCI Group
220 SE 6th Street Ste. 200
Des Moines, IA 50309

Invoice: 1819
Draw: 2
Invoice date: 11/20/2024
Period ending date: 11/20/2024

Contract For: Clive Greenbelt Landina

Request for payment:

Original contract amount \$388,703.00
Approved changes \$0.00
Revised contract amount

Project: N-24-2132
DCI Group - Greenbelt

Contract completed to date

\$15,637.00

Contract date:

Add-ons to date \$0.00
Taxes to date \$0.00
Less retainage \$781.85

Architect:

Scope:

\$14,855.15

Total completed less retainage

Less previous requests \$6,067.65

Current request for payment

\$8,787.50

Current billing

\$9,250.00

Current additional charges

\$0.00

Current tax

\$0.00

Less current retainage

\$462.50

Current amount due

\$8,787.50

Remaining contract to bill

\$373,847.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the DCI Group relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

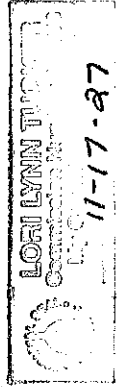
CONTRACTOR: Air-Con Electric, LLC

County Of Polk

State Of Iowa

By: Becky Subscribed and sworn to before me this 20 day of November 2024

Date: November 20, 2024 Notary Public Doni Stueker
My commission expires: November 17, 2027



REQUEST FOR PAYMENT DETAIL

Project: N-24-2132 / DCI Group - Greenbelt Invoice: 1819 Draw: 2 Period Ending Date: 11/20/2024 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Mobilization	2,500.00	2,500.00			2,500.00	100.00		125.00
02	Gear/Feeders	40,000.00						40,000.00	
03	Lighting	112,000.00		5,600.00		5,600.00	5.00	106,400.00	280.00
04	Lighting Controls	9,800.00						9,800.00	
05	Power	73,000.00		3,650.00		3,650.00	5.00	69,350.00	182.50
06	Data	20,000.00						20,000.00	
07	Fire Alarm	9,500.00						9,500.00	
08	Site Lighting	58,703.00						58,703.00	
09	Underground	24,313.00						24,313.00	
10	Bonds	3,887.00	3,887.00			3,887.00	100.00		194.35
11	Engineering	5,000.00						5,000.00	
12	Concrete Bases	30,000.00						30,000.00	
Totals		388,703.00	6,387.00	9,250.00		15,637.00	4.02	373,066.00	781.85

CERTIFIED PAYROLL FORM

Air-Con Electric, LLC
3121 SE 14th Street
Des Moines, Iowa 50320
2
1/26/2024

Project and Location: DCI Greenbelt
Project or Contract #: SC-003 Clive Greenbelt Landing
Air-Con Mech Job #: N-24-2132

Payroll Number:
For Week Ending:

NAME, ADDRESS, AND SS# OF EMPLOYEE	#	WITH OLDIN G EXEM PTION \$	OT OR REG	DAY & DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED (project)	GROSS AMOUNT EARNED (total)	DEDUCTIONS					NET WAGES PAID FOR WEEK
				11	11	11	11	11	11	11					FICA	FWH	SWH	OTHER	TOTAL DEDUCTIONS	
J. Denny xxx-xx 5888 Foreman			OT								0.00		\$ -	\$ 2,060.90	\$ -	\$ 157.27	\$ -	\$ 226.15	\$ 383.42	\$ 1,677.48
			REG	1.00							1.00	\$ 46.20	\$ 46.20							
N. Klisares xxx-xx-2304 Construction Wireman			OT								0.00		\$ -	\$ 711.20	\$ 47.19	\$ 54.40	\$ 20.35	\$ 78.23	\$ 200.17	\$ 511.03
			REG								1.00	\$ 17.78	\$ 17.78							
			OT								0.00		\$ -						\$ -	\$ -
			REG								0.00		\$ -						\$ -	\$ -
			OT								0.00		\$ -						\$ -	\$ -
			REG								0.00		\$ -						\$ -	\$ -
			OT								0.00		\$ -						\$ -	\$ -
			REG								0.00		\$ -						\$ -	\$ -
			OT								0.00		\$ -						\$ -	\$ -
			REG								0.00		\$ -						\$ -	\$ -
			OT								0.00		\$ -						\$ -	\$ -
			REG								0.00		\$ -						\$ -	\$ -
			OT								0.00		\$ -						\$ -	\$ -
			REG								0.00		\$ -						\$ -	\$ -

2.00

Date: 11/27/2024

I, do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Air-Con Electric, LLC** on the **Clive Greenbelt Landing SC-003** project; that during the payroll period from **11/20/2024** to **11/26/2024** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Air-Con Mechanical Corporation from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

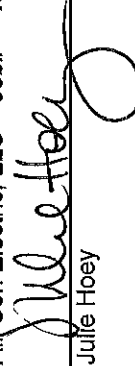
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☒ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4c below.

(c) EXCEPTIONS
EXCEPTION (CRAFT) EXPLANATION

REMARKS Air-Con Electric, LLC Job# N-24-2132

SIGNATURE
NAME & TITLE


Julie Hoey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: December 12, 2024

RE: Approve Pay Request #2 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$6,904.60

SYNOPSIS:

Staff recommends approval of Pay Request #2 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **\$259,869.00**

Pay Request #2: **\$6,904.60**

Total Requested to Date: **\$14,990.91**

Remaining contract amount: **\$244,878.19**

Attachments:

1. CIM Pay App 02

TO CONTRACTOR:

DCI Group, Inc.
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

PROJECT:

Clive - Greenbelt Landing
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 2**INVOICE NO:** 2490850-2**PERIOD:** 11/01/24 - 11/30/24**PROJECT NO:** 23046**CONTRACT NO:** SC-001 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 12/05/2024**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Central Iowa Mechanical
1720 Fuller Road
West Des Moines, Iowa 50265

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$259,869.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$259,869.00
4.	Total completed and stored to date (Column G on detail sheet)	\$15,779.81
5.	Retainage:	
	a. 5.00% of completed work	\$789.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$789.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$14,990.81
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$8,086.21
8.	Current payment due:	\$6,904.60
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$244,878.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com, CN=Drew
Johnson
Date: 2024.12.05 10:36:49-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2

APPLICATION DATE: 11/25/2024

PERIOD: 11/01/24 - 11/30/24

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$4,713.80	\$4,478.11	\$0.00	\$9,191.91	68.25%	\$4,276.09	\$459.60
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$0.00	\$2,789.90	\$0.00	\$2,789.90	10.56%	\$23,634.10	\$139.50
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,785.00	\$0.00
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,954.00	\$0.00
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,790.00	\$0.00
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$90,915.00	\$0.00
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,154.00	\$0.00
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,549.00	\$0.00
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,045.00	\$0.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,460.00	\$0.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,300.00	\$0.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,287.00	\$0.00
TOTALS:			\$259,869.00	\$8,511.80	\$7,268.01	\$0.00	\$15,779.81	6.07%	\$244,089.19	\$789.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

WAIVER OF LIEN TO DATE

STATE OF Iowa

Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

WHEREAS, the undersigned has contracted with The DCI Group for **The City of Clive - Clive Greenbelt Landing project**, having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises): **The City of Clive - Clive Greenbelt Landing: 1900 NW 114th Clive, IA 50325**

The undersigned, for and in consideration of the sum of **\$7268.01** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Des Moines, IA**, on the 22 day of **November, 2024**.



James Keller
Vice President

Central Iowa Mechanical

Notary:





CENTRAL IOWA MECHANICAL
1720 FULLER ROAD
WEST DES MOINES, IA 50265
515-243-8126

INVOICE

Invoice #: 2490850-2
Client ID #: 1540
Date: 11/21/2024
Due Date: 01/05/2025

DCI Group
220 SE 6th Street Suite 200
Des Moines IA 50309

Remarks:
Clive Greenbelt Landing
City of Clive
1900 NW 114th
Clive IA 50325

Call Description: AIA #2

Amount Due: \$6,904.61

Completed Date:

Terms:

Client PO #:

Net 30 Days

Description	Amount
AIA #2	
Mobization	4,478.11
bonds and permits	189.90
Demo	2,600.00

Notes:

Please visit www.cimech.com
for online payment options.



Non-Taxable Amount:	7,268.01
Taxable Amount:	0.00
Sales Tax:	0.00
Retention:	363.40
Paid:	0.00
Amount Due:	6,904.61

A credit card fee will be assessed.

Department of Labor

Report Period: 11/18/2024 to 11/24/2024
Payroll#: 48

Company: Central Iowa Mechanical
1720 Fuller Road
West Des Moines IA 50265

Project: Clive Greenbelt Landing
City of Clive
1900 NW 114th
Clive IA 50325

Employee Information	No of Dep	Work Classification	M	T	W	T	F	S	S	Total Hours	Rate of Pay	Gross Amount	FICA	Fed Tax	State Tax	SDI	Other	Total	Net Wage	Payroll Check #
11/18 11/19 11/20 11/21 11/22 11/23 11/24																				
Chambers Damon J	33	Foreman	D																	
479-02-7121		O																		
504 10th St		S	5.00		2.00					7.00	46.66	326.62								
Dallas Center IA 50063																				
Total Payroll for Employee:												1,539.78	117.80	172.24	66.46		71.61	428.11	1,111.67	112824
Mangra James E	45	Journey	D																	
480-21-3916		O																		
2621 E 39th Court		S		2.00						2.00	43.61	87.22								
Des Moines IA 50317																				
Total Payroll for Employee:												1,744.40	133.45	188.41	78.12		114.70	514.68	1,229.72	112824
Kenworthy Jack C	45	1st Year	D																	
479-35-1720		O																		
1305 2nd Ave SW		S				8.00				8.00	22.72	181.76								
Altoona IA 50009																				
Total Payroll for Employee:												908.80	69.52	70.91	30.49		69.83	240.75	668.05	112824
Total For All Employees:			D																	
			O																	
			S	5.00	2.00	2.00	8.00			17.00		595.60								
Total Payroll for All Employees:												4,192.98	320.77	431.56	175.07		256.14	1,183.54	3,009.44	

Date 12/03/2024

I, James Keller Vice Pres. (Name Of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Central Iowa Mechanical (Contractor or Subcontractor) on the

Clive Greenbelt Landing; that during the payroll period of 11/18/2024 to 11/24/2024 (Building or Work)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Central Iowa Mechanical from the full (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title

James Keller, V.P.

Signature

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Department of Labor

Report Period: 11/25/2024 to 12/01/2024
Payroll#: 49

Company: Central Iowa Mechanical
1720 Fuller Road
West Des Moines IA 50265

Project: Clive Greenbelt Landing
City of Clive
1900 NW 114th
Clive IA 50325

Employee Information	No of Dep	Work Classification	M	T	W	T	F	S	S	Total Hours	Rate of Pay	Gross Amount	FICA	Fed Tax	State Tax	SDI	Other	Total	Net Wage	Payroll Check #
			11/25	11/26	11/27	11/28	11/29	11/30	12/01											
Mangra James E		45 Journey	D																	
480-21-3916		O																		
2621 E 39th Court		S			3.00					3.00	43.61	130.83								
Des Moines IA 50317																				
Total Payroll for Employee:												1,395.52	106.75	111.65	58.24		83.82	360.46	1,035.06	120524
Kenworthy Jack C		45 1st Year	D																	
479-35-1720		O																		
1305 2nd Ave SW		S	8.00	8.00	8.00					24.00	22.72	545.28								
Altoona IA 50009																				
Total Payroll for Employee:												727.04	55.62	49.09	20.34		50.15	175.20	551.84	120524
Longcor Karter J		45 Journey	D																	
485-25-0703		O																		
1251E 28th Street		S			3.50					3.50	41.31	144.59								
Norwalk IA 50211																				
Total Payroll for Employee:												1,259.96	96.38	74.89	50.51		80.93	302.71	957.25	120524
Total For All Employees:			D																	
			O																	
			S	8.00	8.00	14.50				30.50		820.70								
Total Payroll for All Employees:												3,382.52	258.75	235.63	129.09		214.90	838.37	2,544.15	

Date 12/03/2024

I, James Keller Vice Pres.
(Name Of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Central Iowa Mechanical on the
(Contractor or Subcontractor)

Clive Greenbelt Landing; that during the payroll period of 11/25/2024 to 12/01/2024
(Building or Work)

all persons employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or on behalf of said

Central Iowa Mechanical from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of
Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat.
357; 40 U.S.C. 276c), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,
State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a state apprenticeship agency recognized by the
Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
recognized agency exists in a state, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to the appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4(c) below.

c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title

James Keller, V.P.

Signature

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY
SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL
PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: December 12, 2024

RE: Approve Pay Request #5 - Des Moines Asphalt and Paving - 2024
Residential HMA Pavement Rehabilitation Project - \$45,803.56

SYNOPSIS:

Staff is recommending approval of a Pay Request to Des Moines Asphalt and Paving for work performed on the above referenced project.

Pay Estimate #5 - \$45,803.56

A breakdown of the contract status is as follows:

Contract Amount	-	\$509,367.29
Paid to Date	-	<u>\$499,179.94</u>
Contract Remaining	-	\$ 10,187.35

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #5



City of Clive

Payment Invoice

2024 RESIDENTIAL HMA PAVEMENT REHABILITATION PROJECT

Description	HMA OVERLAY WITH SOME FULL DEPTH PATCHING, INTAKE REPLACEMENT, AND SIDEWALK REPLACEMENT
Payment Number	5
Pay Period	10/13/2024 to 11/19/2024
Approval Date	12/12/2024
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	\$508,646.30
Authorized Amount	\$509,367.29

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0060	24-006	LF	3.000	\$30.000	\$90.00
CURB AND GUTTER, PCC, 3.0'					
0120	24-012	LF	3.000	\$13.000	\$39.00
REMOVAL OF CURB					
0160	24-016	SY	190.200	\$85.000	\$16,167.00
FULL DEPTH PATCHES					
0270	24-027	EACH	3.700	\$3,250.000	\$12,025.00
STORM SEWER INTAKE, SW-501					
0360	24-036	SY	44.800	\$85.000	\$3,808.00
FULL DEPTH PATCHES					
Section Total:					\$32,129.00
Project Total:					\$32,129.00

Summary

Current Approved Work:	\$32,129.00	Approved Work To Date:	\$509,367.29
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	-\$13,674.56	Retainage To Date:	\$10,187.35
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$45,803.56	Payments To Date:	\$499,179.94
Previous Payment:	\$20,401.25	Previous Payments To Date:	\$453,376.38

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Nolan Daft	Date
Contractor, Des Moines Asphalt and Paving	Date



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: December 12, 2024

RE: Approve Pay Request #5 – Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$170,562.37

SYNOPSIS:

Staff recommends approval of Pay Request #4 to Iowa Earth Works for the work performed on the project: Little Walnut Creek Stream Stabilization East of Alice's Road (Resolution 2023-365 passed on 14 DEC 2023). This payment is for work completed between station 26 and 10.

Original Contract Amount \$ 762,452.95
Change Order #1: \$ 41,175.00
Change Order #2: \$ 2,250.00
Total Approved Agreement Amount: \$ 805,877.95

Item - Council Date	Amount
Pay Request #1 - 3/14/2024	\$ 65,876.00
Pay Request #2 - 5/23/2024	\$ 17,100.00
Pay Request #3 - 6/13/2024	\$ 12,900.00
Pay Request #4 - 11/14/2024	\$ 227,814.04
Pay Request #5 - 12/12/2024	\$ 170,562.37

Paid to date: \$ 323,690.04
Amount remaining on construction agreement: \$ 482,187.91
Total requested to date: \$ 494,252.41
Total amount due this pay request: \$ 170,562.37
Amount remaining on construction agreement after this pay request: \$ 311,625.54

Please feel free to contact me at 223-6231 or rtokuhisa@cityofclive.com prior to the meeting if you have any questions or concerns.

Attachments:

1. Detailed_Payment_Little_Walnut_Creek__Stream_Stabilization__East_of_Alices_Road_unsigned



City of Clive

Detailed Payment

Little Walnut Creek, Stream Stabilization, East of Alices Road

Description	Little Walnut Creek, Stream Stabilization, East of Alices Road
Payment Number	5
Pay Period	11/03/2024 to 11/30/2024
Approval Date	12/12/2024
Prime Contractor	Iowa Earth Works PO Box 112 HUXLEY, IA 50124
Payment Status	Pending
Awarded Project Amount	\$762,452.95
Authorized Amount	\$805,877.95

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	23-001	ACRE	\$7,500.000	9.890	0.000	7.000	7.000	7.000	\$0.00	\$52,500.00
CLEARING & GRUBBING										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	23-002	CY	\$7.000	7,663.000	3,831.500	3,831.500	7,663.000	7,663.000	\$26,820.50	\$53,641.00
TOP SOIL, ON-SITE										
0030	23-003	CY	\$5.000	10.000	3.000	7.000	10.000	10.000	\$15.00	\$50.00
EXCAVATION, CLASS 10										
0040	23-004	CY	\$5.000	10.000	3.000	7.000	10.000	10.000	\$15.00	\$50.00
EXCAVATION, CLASS 13										
0050	23-005	LS	\$2,500.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$1,250.00
TEMPORARY TRAFFIC CONTROL										
0060	23-006	ACRE	\$660.000	10.300	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SEEDING, CONVENTIONAL, TEMPORARY										
0070	23-007	ACRE	\$1,350.000	9.500	0.000	0.750	0.750	0.750	\$0.00	\$1,012.50
SEEDING, CONVENTIONAL, PERMANENT										
0080	23-008	EACH	\$9.900	5,027.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS, LIVE STAKES, PERMANENT, ZONE 1										
0090	23-009	EACH	\$74.000	121.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS, CONTAINERIZED, 5-10 GAL										
0100	23-010	EACH	\$341.000	38.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS, CONTAINERIZED, 15 GAL										
0110	23-011	ACRE	\$396.000	9.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FERTILIZING, CONVENTIONAL										
0120	23-012	ACRE	\$1,150.000	9.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MULCHING, CONVENTIONAL										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	23-013	MGAL	\$179.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATERING										
0140	23-014	LS	\$6,950.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS, WARRANTY, LUMP SUM, SEEDING										
0150	23-015	EACH	\$2.500	5,186.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PLANTS, WARRANTY, BY COUNT, PLANTINGS										
0160	23-016	LS	\$3,750.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$1,875.00
SWIPP MANAGEMENT										
0170	23-017	SY	\$3.450	5,420.000	541.000	2,567.000	3,108.000	3,108.000	\$1,866.45	\$10,722.60
COIR MAT 700 OR SIMILAR										
0180	23-018	SY	\$3.450	1,000.000	45.500	900.000	945.500	945.500	\$156.98	\$3,261.98
RECP, TYPE 1A COIR										
0190	23-019	LF	\$2.950	200.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATTLE										
0200	23-020	TON	\$70.000	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ROCK CHECK DAM, EROSION CONTROL STONE										
0210	23-021	LF	\$70.000	140.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
LEVEL SPREADER										
0220	23-022	TON	\$70.000	10.000	10.000	0.000	10.000	10.000	\$700.00	\$700.00
RIP-RAP, EROSION CONTROL STONE										
0230	23-023	LF	\$2.950	4,447.000	0.000	2,450.000	2,450.000	2,450.000	\$0.00	\$7,227.50
FILTER SOCK										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	23-024	LF	\$2.950	2,444.000	0.000	618.000	618.000	618.000	\$0.00	\$1,823.10
SILT FENCE										
0250	23-025	TON	\$45.000	66.000	0.000	79.200	79.200	243.390	\$0.00	\$3,564.00
STABILIZED CONSTRUCTION ENTRANCE										
0260	23-026	MGAL	\$150.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DUST CONTROL										
0270	23-027	ACRE	\$1,150.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EROSION CONTROL MULCHING, CONVENTIONAL										
0280	23-028	CDAY	\$500.000	30.000	0.000	3.000	3.000	3.000	\$0.00	\$1,500.00
MAINTENANCE OF STREAMFLOW										
0290	23-029	CDAY	\$500.000	30.000	0.000	7.000	7.000	7.000	\$0.00	\$3,500.00
DEWATERING ACTIVE WORK AREA										
0300	23-030	LS	\$45,000.000	1.000	0.250	0.750	1.000	1.000	\$11,250.00	\$45,000.00
CONSTRUCTION SURVEY										
0320	23-032	LS	\$15,000.000	1.000	0.500	0.500	1.000	1.000	\$7,500.00	\$15,000.00
MOBILIZATION, 5%										
0330	23-033	LS	\$5,000.000	1.000	0.300	0.700	1.000	1.000	\$1,500.00	\$5,000.00
COMPREHENSIVE CHANNEL, FLOODPLAIN, AND UPLAND GRADING										
0340	23-034	CY	\$3.000	12,941.000	1,294.100	11,646.900	12,941.000	12,941.000	\$3,882.30	\$38,823.00
COMPREHENSIVE CHANNEL, FLOODPLAIN, AND UPLAND GRADING, CUT										
0350	23-035	CY	\$3.000	13,388.000	1,338.800	12,049.200	13,388.000	13,388.000	\$4,016.40	\$40,164.00
COMPREHENSIVE CHANNEL, FLOODPLAIN, AND UPLAND GRADING, FILL										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0360	23-036	SY	\$0.500	25,089.000	7,275.820	12,293.600	19,569.420	19,569.420	\$3,637.91	\$9,784.71
COMPREHENSIVE CHANNEL, FLOODPLAIN, AND UPLAND GRADING, GRADING										
0370	23-037	TON	\$35.000	1,710.000	980.500	302.000	1,282.500	1,282.500	\$34,317.50	\$44,887.50
RIFFLE, ON-SITE HARVESTED SAND AND GRAVEL, MIX 1										
0380	23-038	TON	\$70.000	1,140.000	789.740	208.970	998.710	998.710	\$55,281.80	\$69,909.70
RIFFLE, CLASS C REVETMENT, RIP RAP, 75 LB STONE										
0390	23-039	EACH	\$1,000.000	12.000	4.000	0.000	4.000	4.000	\$4,000.00	\$4,000.00
SWC/TRIB, ROCK STEP POOL INSTALLATION										
0400	23-040	TON	\$35.000	129.900	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SWC/TRIB,ON-SITE HARVESTED SAND & GRAVEL, RIFFLE MIX 1										
0410	23-041	TON	\$70.000	587.000	0.000	448.600	448.600	448.600	\$0.00	\$31,402.00
SWC/TRIB,CLASS C REVETMENT, RIFFLE MIX 2										
0420	23-042	TON	\$100.000	316.000	68.470	0.000	68.470	68.470	\$6,847.00	\$6,847.00
SWC/TRIB, BOULDERS, MINIMUM 3' DIMENSION										
0430	23-043	EACH	\$5,000.000	3.000	1.000	1.000	2.000	2.000	\$5,000.00	\$10,000.00
J-HOOK VANE, INSTALLATION										
0440	23-044	TON	\$100.000	66.000	0.000	68.470	68.470	68.470	\$0.00	\$6,847.00
J-HOOK VANE, BOULDERS, MINIMUM 3' DIMENSION										
0450	23-045	TON	\$70.000	98.000	98.000	0.000	98.000	98.000	\$6,860.00	\$6,860.00
STONE TOE PROTECTION, CLASS B REVETMENT										
0460	23-046	LF	\$15.000	847.000	354.000	493.000	847.000	847.000	\$5,310.00	\$12,705.00
WOOD TOE										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0470	23-047	LF	\$3.200	4,971.000	0.000	4,971.000	4,971.000	4,971.000	\$0.00	\$15,907.20
TREE PROTECTION FENCE										
0480	23-048	LF	\$345.000	20.000	0.000	24.000	24.000	51.000	\$0.00	\$8,280.00
TREE TRUNK PROTECTION										
0490	24-2424	LS	\$2,250.000	1.000	0.250	0.250	0.500	0.500	\$562.50	\$1,125.00
Installing screw into wood stakes.										
Section Totals:									\$179,539.34	\$515,219.79
Total Payments:									\$179,539.34	\$515,219.79

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
final completion 7/1/2025	07/01/2025	07/01/2025	N/A	\$0.00	N/A	213.0 Days	\$0.00
substantial completion 12/31/2024	12/31/2024	12/31/2024	N/A	\$0.00	N/A	31.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$179,539.34
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$8,976.97
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$170,562.37
Previous Payment:	\$227,814.04

Approved Work To Date:	\$515,219.79
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$25,760.99
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$489,458.80
Previous Payments To Date:	\$318,896.43

Mayor, City of Clive	Date
Project Engineer, Rai Tokuhisa	Date
Field Engineer, Nolan Daft	Date
Contractor, Iowa Earth Works	Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: December 12, 2024

RE: Approve Pay Request #6 - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$19,819.21

SYNOPSIS:

Staff is recommending approval of a Pay Request to The Concrete Company for work performed on the above referenced project.

Pay Estimate #6 - \$19,819.21

A breakdown of the contract status is as follows:

Contract Amount	-	\$660,640.50
Paid to Date	-	<u>\$647,427.68</u>
Retainage Remaining	-	\$ 13,212.82

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #6

PAY REQUEST #6

Owner: City of Clive
1900 NW 114th Street
Clive, IA 50325

Contractor: The Concrete Contracting Co.
5128 NW Beaver Drive
Grimes, IA 50111

Project Title	2024 Residential PCC Pavement Rehab Project	
Clive Project File Number	476	
Amount Due This Pay Request	\$19,819.21	
Orig. Contract Amount & Date	\$591,506.25	2/8/24
Estimated Completion Date	8/23/24	
Pay Period	9/14/2024 - 11/16/24	
Pay Request Number	#6	
Date	December 5, 2024	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
	BASE BID						
1	Patch, Full Depth Repair	SY	4,498.3	\$90.00	\$404,847.00	4,498.3	\$404,847.00
2	Subgrade Repair	Ton	375.0	\$25.00	\$9,375.00	375.0	\$9,375.00
3	Storm Sewer, Trenched, RCP, 15"	LF	32.0	\$165.00	\$5,280.00	32.0	\$5,280.00
4	Storm Sewer Abandonment, Fill and Plug, 15"	LF	30.0	\$95.00	\$2,850.00	30.0	\$2,850.00
5	Connection to Existing Pipe, 15"	Each	1.0	\$2,850.00	\$2,850.00	1.0	\$2,850.00
6	Intake, SW-505	Each	2.0	\$7,500.00	\$15,000.00	2.0	\$15,000.00
7	Intake Adjustment, Minor	Each	1.0	\$2,000.00	\$2,000.00	1.0	\$2,000.00
8	Remove Manhole	Each		\$2,500.00			
9	Remove Intake, SW-510	Each	1.0	\$2,000.00	\$2,000.00	1.0	\$2,000.00
10	Water Valve Adjustment	Each	3.0	\$750.00	\$2,250.00	3.0	\$2,250.00
11	Removal of Sidewalk	SY	279.2	\$20.00	\$5,584.00	279.2	\$5,584.00
12	Removal of Curb	LF	54.0	\$15.00	\$810.00	54.0	\$810.00
13	Curb and Gutter, PCC, 2.0'	LF	54.0	\$60.00	\$3,240.00	54.0	\$3,240.00
14	Sidewalk, PCC, 4"	SY	188.1	\$85.00	\$15,988.50	188.1	\$15,988.50
15	Sidewalk, PCC, 6"	SY	106.8	\$105.00	\$11,214.00	106.8	\$11,214.00
16	Detectable Warning	SF	163.0	\$65.00	\$10,595.00	163.0	\$10,595.00
17	Temporary Traffic Control	LS	1.0	\$15,000.00	\$15,000.00	1.0	\$15,000.00
18	Mobilization	LS	1.0	\$20,000.00	\$20,000.00	1.0	\$20,000.00
19	Primary Slurry Control	LS	1.0	\$8,000.00	\$8,000.00	1.0	\$8,000.00
20	Secondary Slurry Control - Grate Intake Bag	Each	10.0	\$315.00	\$3,150.00	10.0	\$3,150.00
21	Hydro-Mulch	Acre		\$20,000.00			
22	Seed, Fertilize and Mulch	Acre	0.30	\$20,000.00	\$6,000.00	0.30	\$6,000.00
23	Temporary RECP, Type 1	SY		\$6.75			
	ALTERNATE A						
24	Patch, Full Depth Repair	SY	726.2	\$90.00	\$65,358.00	726.2	\$65,358.00
25	Subgrade Repair	Ton	75.0	\$25.00	\$1,875.00	75.0	\$1,875.00
26	Intake, SW-501	Each	2.0	\$6,000.00	\$12,000.00	2.0	\$12,000.00
27	Manhole SW-601	Each	1.0	\$1,250.00	\$1,250.00	1.0	\$1,250.00
28	Intake Adjustment, Minor	Each	2.0	\$2,000.00	\$4,000.00	2.0	\$4,000.00
29	Remove Intake, SW-501	Each	2.0	\$1,000.00	\$2,000.00	2.0	\$2,000.00
30	Temporary Traffic Control	LS	1.0	\$3,500.00	\$3,500.00	1.0	\$3,500.00
31	Mobilization	LS	1.0	\$5,000.00	\$5,000.00	1.0	\$5,000.00
32	Primary Slurry Control	LS	1.0	\$2,500.00	\$2,500.00	1.0	\$2,500.00
33	Secondary Slurry Control - Grate Intake Bag	Each	4.0	\$315.00	\$1,260.00	4.0	\$1,260.00
34	Hydro-Mulch	Acre		\$20,000.00			
35	Seed, Fertilize and Mulch	Acre	0.05	\$20,000.00	\$1,000.00	0.05	\$1,000.00
36	Temporary RECP, Type 1	SY		\$6.75			
37	Intake SW-506	LS	1.0	\$14,864.00	\$14,864.00	1.00	\$14,864.00
TOTAL					\$660,640.50		\$660,640.50

MATERIALS STORED SUMMARY						
			Description	# of Units	Unit Price	Extended Cost
			None			
TOTAL						

PAY REQUEST SUMMARY						
				Total Approved	Total Completed	
Contract Price				\$591,506.25	\$660,640.50	
Approved Change Order 1				\$98,952.50		
Approved Change Order 2				(\$29,818.25)		
Approved Change Order 3						
Approved Change Order 4						
Revised Contract Price				\$660,640.50	\$660,640.50	
Materials Stored						
Retainage (2%)					\$13,212.81	
Total Earned Minus Retainage					\$647,427.69	
Total Previously Approved (list each)			Pay Request 1	\$238,180.20		
			Pay Request 2	\$288,587.67		
			Pay Request 3	\$33,772.50		
			Pay Request 4	\$60,418.11		
			Pay Request 5	\$6,650.00		
			Pay Request 6			
			Pay Request 7			
			Pay Request 8			
			Pay Request 9			
			Pay Request 10			
Total Previously Approved					\$627,608.48	
Amount Due This Request					\$19,819.21	
Percent Complete					100.0%	
Percent of Contract Period Utilized					100.0%	

The amount **\$19,819.21** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: The Concrete Company, Inc.	Contracting Authority: City of Clive	Prepared by: City of Clive
Signature:	Signature:	Signature:
Name:	Name: John Edwards	Name: Jim Hagelie
Title:	Title: Mayor of Clive	Title: Engineering Services Administrator
Date:	Date:	Date:



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: December 12, 2024

RE: Approve Pay Request #7 - Sternquist Construction - Hickman Road & NW 161st Street Phase 2 Intersection Improvement Project - \$18,901.59

SYNOPSIS:

Staff is recommending approval of a Pay Request to Sternquist Construction for work performed on the above referenced project.

Pay Estimate #7 - \$18,901.59

A breakdown of the contract status is as follows

:

Contract Amount	-	\$556,979.87
Paid to Date	-	<u>\$545,840.27</u>
Contract Remaining	-	\$ 11,139.60

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #7



City of Clive

Payment Invoice

HICKMAN ROAD (US 6) & 161ST STREET/ SE LEGACT POINTE
BLVD

Description	WIDEN LEGACY POINTE TO CREATE A BOULEVARD
Payment Number	7
Pay Period	11/03/2024 to 11/22/2024
Approval Date	12/12/2024
Prime Contractor	STERNQUIST CONSTRUCTION INDIANOLA, IA
Payment Status	Pending
Awarded Project Amount	\$559,455.00
Authorized Amount	\$556,979.87

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0270	24-027	SY	3.600	\$91.800	\$330.48
SIDEWALK, PCC, 6IN.					
0440	24-044	EACH	0.600	\$153.000	\$91.80
INLET PROTECTION DEVICE, DROP-IN					
0450	24-045	EACH	0.600	\$25.500	\$15.30
INLET PROTECTION DEVICE, MAINT. AND REMOVAL					
0480	24-048	LF	0.000	\$5.100	-\$0.01
REMOVAL OF FENCE					
0530	24-109	LS	1.000	\$1,870.000	\$1,870.00
SODDING					
					Section Total: \$2,307.57
					Project Total: \$2,307.57

Summary

Current Approved Work:	\$2,307.57	Approved Work To Date:	\$556,979.87
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	-\$16,594.02	Retainage To Date:	\$11,139.60
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$18,901.59	Payments To Date:	\$545,840.27
Previous Payment:	\$10,324.50	Previous Payments To Date:	\$526,938.68

Mayor, City of Clive	Date
Project Engineer, Jim Hagelie	Date
Field Engineer, Nolan Daft	Date
Contractor, Sternquist Construction	Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: December 12, 2024

RE: Approve Pay Request #8 - Alliance Construction Group - NW 114th Street Reconstruction - \$19,605.63

SYNOPSIS:

Staff is recommending approval of a Pay Request to Alliance Construction Group for work performed on the above referenced project.

Pay Estimate #8 - \$19,605.63

A breakdown of the contract status is as follows:

Amended Contract Amount	-	\$1,355,031.28
Paid to Date	-	<u>\$769,072.47</u>
Contract Remaining	-	\$585,958.81

Please feel free to contact me at jcygan@cityofclive.com or 515-223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #8

City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	8
Pay Period	11/03/2024 to 11/30/2024
Approval Date	12/12/2024
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,355,031.28

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0050	24-005	SY	611.000	\$12.500	\$7,637.50
SUBBASE, MODIFIED, 6"					
0360	24-036	SF	80.000	\$55.000	\$4,400.00
DETECTABLE WARNINGS					
0460	24-046	SQ	96.000	\$75.000	\$7,200.00
SODDING					
0530	24-053	AC	0.560	\$2,500.000	\$1,400.00
EROSION CONTROL MULCHING					
Section Total:					\$20,637.50
Project Total:					\$20,637.50

Summary

Current Approved Work:	\$20,637.50	Approved Work To Date:	\$803,754.26
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$86,977.08
Current Retainage:	\$1,031.87	Retainage To Date:	\$40,187.71
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$19,605.63	Payments To Date:	\$769,072.47
Previous Payment:	\$212,528.01	Previous Payments To Date:	\$749,466.84

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Alliance Construction Group	Date



Memo

TO: Mayor and Council members

FROM:

DATE: December 12, 2024

RE: Approve Pay Request #8 - Corell Contractor - Cirksena Park - \$14,501.28

SYNOPSIS:

Staff recommends approval of Pay Request #8 to Corell Contractor for work performed at Cirksena Park including erosion control and Change Order #3 sodding.

Original Contract 879,200.20

Change Orders

1 1,598.00

2 1,800.00

3 10,260.80

Revised Total Contract 892,859.00

Pay Requests

1 368,103.48

2 114,068.26

3 104,652.95

4 38,379.05

5 25,840.00

6 133,739.10

7 6,382.10

8 14,501.28

Paid To Date 819,325.02

Contract Remaining + 87,192.79

Retainage

Attachments:

1. 2701 pay application 8_sign

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Clive PROJECT: Cirksena Park Project
 1900 NW 114th Street 3575 Westgate Parkway
 Clive, IA 50325 Clive, IA
 FROM: Corell Contractor, Inc. VIA:
 1300 Lincoln Street
 West Des Moines, IA 50265
 CONTRACT FOR:

AIA DOCUMENT G702

APPLICATION NO: 8
 PERIOD TO: 11/07/24
 ARCHITECT'S
 PROJECT NO: 2701

PAGE ONE OF 2 PAGES

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACT DATE 07/14/23

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$3,398.00	
Approved this Month			
Number	Date Approved	\$10,260.80	
3	pending		
TOTALS		\$13,658.80	\$0.00
Net change by Change Orders		\$13,658.80	

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

Contractor:

By:

Date: 11/7/24

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$879,200.20
2. Net change by Change Orders	\$13,658.80
3. CONTRACT SUM TO DATE (line 1 - 2)	\$892,859.00
4. TOTAL COMPLETED & STORED TO DATE ...	\$848,069.70
(Column G on G703)	
5. RETAINAGE:	
a. 5% of Completed Work	\$42,403.49
(Column D + E on G703)	
b. 0% of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column I of G703)	\$42,403.49
6. TOTAL EARNED LESS RETAINAGE	\$805,666.22
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	\$791,164.94
8. CURRENT PAYMENT DUE	\$14,501.28
9. BALANCE TO FINISH, PLUS RETAINAGE ...	\$87,192.79
(Line 3 less Line 6)	

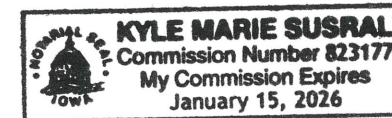
State of: Iowa

County of: Polk

Subscribed and sworn to before me this 7TH day of NOVEMBER, 2024

Notary Public: Kyle Marie Susral

My Commission expires: 01-15-2026



AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By:

Ay M. Pierce

Date: 11/22/24

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

Containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 11/07/24

PERIOD TO: 11/07/24

ARCHITECT'S PROJECT NO: 2701

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)				
1-5	Base Bid earthwork	141,297.00	141,297.00	5,003.70		141,297.00	100%	0.00	
6-23	storm sewer	96,421.00	96,421.00			96,421.00	100%	0.00	
24-27	paving	104,115.00	104,115.00			104,115.00	100%	0.00	
28-33	seeding	62,307.50	31,330.00			31,330.00	50%	30,977.50	
34-39	plants	45,910.00	43,845.00			43,845.00	96%	2,065.00	
40-42	bioretention	76,427.00	76,427.00			76,427.00	100%	0.00	
43-59	erosion control	92,904.50	76,154.00			81,157.70	87%	11,746.80	
60	construction survey	6,825.00	6,825.00			6,825.00	100%	0.00	
61-62	mobilization	28,420.70	28,420.70			28,420.70	100%	0.00	
63-66	play features	23,400.00	23,400.00			23,400.00	100%	0.00	
67	playground surface -base bid	18,850.30	18,850.30			18,850.30	100%	0.00	
68	shade structure	40,000.00	40,000.00			40,000.00	100%	0.00	
69-73	park features	63,074.00	63,074.00			63,074.00	100%	0.00	
ALT 2	playground surface - alternate 2	79,248.20	79,248.20			79,248.20	100%	0.00	
CO 1.1	construction survey - add control setup w/ new coordinates	800.00	800.00		10,260.80		800.00	100%	0.00
CO 2.1	class e rip rap - add to exist outlet (s end of forebay)	798.00	798.00			798.00	100%	0.00	
CO 2.2	remove & reset notched posts per onsite meeting	1,800.00	1,800.00			1,800.00	100%	0.00	
CO 3	add sod - field area & both sides of sidewalk	10,260.80				10,260.80	100%	0.00	
		892,859.00	832,805.20	15,264.50	0.00	848,069.70		44,789.30	

Job Name: Cirksena Park Project
Job No.: 2701
Date: 11/07/24

Item No.		Item	Unit	Quantity	Unit Price	Amount	Quantity Complete	Amount Complete	Amount Remaining	AIA pay application item	Scheduled Value	Amount Complete	Amount Remaining
1		topsoil, on-site	CY	4,000.000	\$15.00	\$60,000.00	4000.00	\$60,000.00	\$0.00				
2		earthwork and excavation	CY	2,950.000	\$20.00	\$59,000.00	2950.00	\$59,000.00	\$0.00				
3		subgrade preparation	SY	2,654.000	\$5.50	\$14,597.00	2654.00	\$14,597.00	\$0.00				
4		compaction testing	LS	1.000	\$5,500.00	\$5,500.00	1.00	\$5,500.00	\$0.00				
5		trench compaction testing	LS	1.000	\$2,200.00	\$2,200.00	1.00	\$2,200.00	\$0.00	earthwork	\$141,297.00	\$141,297.00	\$0.00
6		storm sewer, trenched (pvc non-perforated, 6")	LF	30.000	\$117.00	\$3,510.00	30.00	\$3,510.00	\$0.00				
7		storm sewer, trenched (rcp, 15")	LF	171.000	\$107.00	\$18,297.00	171.00	\$18,297.00	\$0.00				
8		storm sewer, trenched (rcp, 18")	LF	55.000	\$113.00	\$6,215.00	55.00	\$6,215.00	\$0.00				
9		removal of storm sewer (rcp, 15")	LF	50.000	\$55.00	\$2,750.00	50.00	\$2,750.00	\$0.00				
10		pipe apron (rcp, 15")	EA	3.000	\$2,100.00	\$6,300.00	3.00	\$6,300.00	\$0.00				
11		pipe apron (rcp, 18")	EA	1.000	\$2,200.00	\$2,200.00	1.00	\$2,200.00	\$0.00				
12		footing for concrete pipe apron (15")	EA	3.000	\$1,100.00	\$3,300.00	3.00	\$3,300.00	\$0.00				
13		footing for concrete pipe apron (18")	EA	1.000	\$1,200.00	\$1,200.00	1.00	\$1,200.00	\$0.00				
14		pipe apron guard (15")	EA	3.000	\$950.00	\$2,850.00	3.00	\$2,850.00	\$0.00				
15		pipe apron guard (18")	EA	1.000	\$1,000.00	\$1,000.00	1.00	\$1,000.00	\$0.00				
16		subdrain (8")	LF	403.000	\$33.00	\$13,299.00	403.00	\$13,299.00	\$0.00				
17		subdrain cleanout (type a-2, 8")	EA	3.000	\$700.00	\$2,100.00	3.00	\$2,100.00	\$0.00				
18		subdrain outlets and connections	EA	2.000	\$550.00	\$1,100.00	2.00	\$1,100.00	\$0.00				
19		intake (sw-512 circular area intake)	EA	3.000	\$3,300.00	\$9,900.00	3.00	\$9,900.00	\$0.00				
20		intake (sw-513 open sided area intake)	EA	1.000	\$7,100.00	\$7,100.00	1.00	\$7,100.00	\$0.00				
21		inline water level control structure (20" x 24")	EA	2.000	\$3,500.00	\$7,000.00	2.00	\$7,000.00	\$0.00				
22		connect to existing intake	EA	2.000	\$1,800.00	\$3,600.00	2.00	\$3,600.00	\$0.00				
23		remove intake	EA	1.000	\$4,700.00	\$4,700.00	1.00	\$4,700.00	\$0.00	storm sewer	\$96,421.00	\$96,421.00	\$0.00
24		curb and gutter	LF	171.000	\$106.00	\$18,126.00	171.00	\$18,126.00	\$0.00				
25		PCC pavement samples and testing	LS	1.000	\$1,575.00	\$1,575.00	1.00	\$1,575.00	\$0.00				
26		sidewalk, pcc (non-reinforced, 6")	SY	1,563.000	\$53.00	\$82,839.00	1563.00	\$82,839.00	\$0.00				
27		sidewalk assurance testing	LS	1.000	\$1,575.00	\$1,575.00	1.00	\$1,575.00	\$0.00	paving	\$104,115.00	\$104,115.00	\$0.00
28		seedbed preparation	AC	2.600	\$2,100.00	\$5,460.00	2.60	\$5,460.00	\$0.00				
29		conventional seeding, fertilizing and mulching (temp seed mix)	AC	2.600	\$6,275.00	\$16,315.00		\$0.00	\$16,315.00				
30		conventional seeding, fertilizing and mulching (upland seed mix)	AC	1.300	\$9,425.00	\$12,252.50	1.30	\$12,252.50	\$0.00				
31		conventional seeding, fertilizing and mulching (overseeding)	AC	0.500	\$8,375.00	\$4,187.50		\$0.00	\$4,187.50				
32		hydraulic seeding, fertilizing and mulching (bioretention mix)	AC	1.000	\$10,475.00	\$10,475.00		\$0.00	\$10,475.00				
33		hydraulic seeding, fertilizing and mulching (turf lawn mix)	AC	1.300	\$10,475.00	\$13,617.50	1.30	\$13,617.50	\$0.00	seeding	\$62,307.50	\$31,330.00	\$30,977.50
34		plants (overstory)	EA	52.000	\$489.00	\$25,428.00	52.00	\$25,428.00	\$0.00				
35		plants (understory)	EA	23.000	\$452.00	\$10,396.00	23.00	\$10,396.00	\$0.00				
36		plants (evergreen)	EA	3.000	\$488.00	\$1,464.00	3.00	\$1,464.00	\$0.00				
37		plants (shrub)	EA	83.000	\$79.00	\$6,557.00	83.00	\$6,557.00	\$0.00				
38		plants (perennial)	EA	16.000	\$65.00	\$1,040.00		\$0.00	\$1,040.00				
39		tree drainage wells	EA	5.000	\$205.00	\$1,025.00		\$0.00	\$1,025.00	plants	\$45,910.00	\$43,845.00	\$2,065.00
40		bioretention cell soil mix	CY	425.000	\$99.00	\$42,075.00	425.00	\$42,075.00	\$0.00				
41		bioretention cell choker aggregate	CY	61.000	\$113.00	\$6,893.00	61.00	\$6,893.00	\$0.00				
42		bioretention cell storage aggregate	CY	243.000	\$113.00	\$27,459.00	243.00	\$27,459.00	\$0.00	bioretention	\$76,427.00	\$76,427.00	\$0.00
43		swppp management	LS	1.000	\$4,175.00	\$4,175.00	1.00	\$4,175.00	\$0.00				
44		filter socks (12")	LF	1,270.000	\$4.75	\$6,032.50	700.00	\$3,325.00	\$2,707.50				
45		filter socks, removal	LF	1,270.000	\$1.05	\$1,333.50	700.00	\$735.00	\$598.50				
46		temp recp (geocoir / dekowe700, rolanka biod-mat 70)	SY	1,090.000	\$4.75	\$5,177.50	88.00	\$418.00	\$4,759.50				
47		wattles (9")	LF	1,560.000	\$3.75	\$5,850.00	944.00	\$3,540.00	\$2,310.00				
48		wattles, removal	LF	1,560.000	\$1.05	\$1,638.00	944.00	\$991.20	\$646.80				
49		rip rap (class e revetment)	TON	12.000	\$114.00	\$1,368.00	12.00	\$1,368.00	\$0.00				
50		rip rap (erosion stone)	TON	80.000	\$84.50	\$6,760.00	80.00	\$6,760.00	\$0.00				
51		rip rap (macadam stone base)	TON	30.000	\$170.00	\$5,100.00	30.00	\$5,100.00	\$0.00				
52		sediment basin, outlet structure	EA	1.000	\$12,200.00	\$12,200.00	1.00	\$12,200.00	\$0.00				
53		silt fence or silt fence ditch check	LF	690.000	\$4.75	\$3,277.50	690.00	\$3,277.50	\$0.00				
54		silt fence or silt fence ditch check, removal of device	LF	690.000	\$1.05	\$724.50		\$0.00	\$724.50				

55	stabilized construction entrance	SY	133.000	\$31.00	\$4,123.00	133.00	\$4,123.00	\$0.00				
56	erosion control mulching, conventional	AC	1.300	\$4,175.00	\$5,427.50	1.30	\$5,427.50	\$0.00				
57	erosion control mulching, hydromulching	AC	1.700	\$4,175.00	\$7,097.50	1.70	\$7,097.50	\$0.00				
58	inlet protection device (drop in)	EA	3.000	\$180.00	\$540.00	3.00	\$540.00	\$0.00				
59	concrete vegetated mat (flexamat standard)	SF	960.000	\$23.00	\$22,080.00	960.00	\$22,080.00	\$0.00	erosion control	\$92,904.50	\$81,157.70	\$11,746.80
60	construction survey	LS	1.000	\$6,825.00	\$6,825.00	1.00	\$6,825.00	\$0.00	survey	\$6,825.00	\$6,825.00	\$0.00
61	mobilization	LS	1.000	\$26,670.70	\$26,670.70	1.00	\$26,670.70	\$0.00				
62	concrete washout (roll off)	LS	1.000	\$1,750.00	\$1,750.00	1.00	\$1,750.00	\$0.00	mobilization	\$28,420.70	\$28,420.70	\$0.00
63	play feature 1	LS	1.000	\$5,800.00	\$5,800.00	1.00	\$5,800.00	\$0.00				
64	play feature 2	LS	5.000	\$1,200.00	\$6,000.00	5.00	\$6,000.00	\$0.00				
65	play feature 3	LS	1.000	\$5,800.00	\$5,800.00	1.00	\$5,800.00	\$0.00				
66	play feature 4	LS	1.000	\$5,800.00	\$5,800.00	1.00	\$5,800.00	\$0.00	play features	\$23,400.00	\$23,400.00	\$0.00
67	playground surface (engineered wood fiber)	SF	3,847.000	\$4.90	\$18,850.30	3847.00	\$18,850.30	\$0.00	playground surface	\$18,850.30	\$18,850.30	\$0.00
68	shade structure (16' x 20')	LS	1.000	\$40,000.00	\$40,000.00	1.00	\$40,000.00	\$0.00	shade structure	\$40,000.00	\$40,000.00	\$0.00
69	limestone boulders	EA	38.000	\$273.00	\$10,374.00	38.00	\$10,374.00	\$0.00				
70	trash receptacle	EA	4.000	\$3,100.00	\$12,400.00	4.00	\$12,400.00	\$0.00				
71	bench	EA	3.000	\$5,500.00	\$16,500.00	3.00	\$16,500.00	\$0.00				
72	picnic table	EA	3.000	\$2,100.00	\$6,300.00	3.00	\$6,300.00	\$0.00				
73	habitat logs (installation)	EA	7.000	\$2,500.00	\$17,500.00	7.00	\$17,500.00	\$0.00	park features	\$63,074.00	\$63,074.00	\$0.00
total base bid					\$799,952.00		\$755,162.70	\$44,789.30				
alternate #2												
67	playground surface (engineered wood fiber)	SF	-3,847.000	\$4.65	-\$17,888.55	-3847.00	-\$17,888.55	\$0.00				
75	playground surface (rubberized surface)	SF	3,847.000	\$25.25	\$97,136.75	3847.00	\$97,136.75	\$0.00	playground surface	\$79,248.20	\$79,248.20	\$0.00
alternate #2 total					\$79,248.20		\$79,248.20	\$0.00				
change order #1												
1.1	construction survey - add control setup w/ new coordinate system	LS	1.000	\$800.00	\$800.00	1.00	\$800.00	\$0.00	change order 1	\$800.00	\$800.00	\$0.00
change order #1 total					\$800.00		\$800.00	\$0.00				
change order #2												
49	rip rap (class e revetment)	TON	7.000	\$114.00	\$798.00	7.00	\$798.00	\$0.00				
2.1	remove & reset notched posts per onsite meeting	LS	1.000	\$1,800.00	\$1,800.00	1.00	\$1,800.00	\$0.00	change order 2	\$2,598.00	\$2,598.00	\$0.00
change order #2 total					\$2,598.00		\$2,598.00	\$0.00				
change order #3												
3.1	add sod - field area & both sides of sidewalk	LS	1.000	\$10,260.80	\$10,260.80	1.00	\$10,260.80	\$0.00	change order 3	\$10,260.80	\$10,260.80	\$0.00
change order #3 total					\$10,260.80		\$10,260.80	\$0.00				
contract total					\$892,859.00		\$848,069.70	\$44,789.30		\$892,859.00	\$848,069.70	\$44,789.30
											94.98%	5.02%
remaining contract value - items pending completion								\$15,387.00				
remaining contract value - quantities or items deleted or not completed								\$29,402.30				



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: December 12, 2024

RE: Approve Pay Request #8 - Mainline Construction - NW 99th Court
Reconstruction - \$42,722.31

SYNOPSIS:

Staff is recommending approval of a Pay Request to Mainline Construction LLC. for work performed on the above referenced project.

Pay Estimate #8 - \$42,722.31

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,627,928.44
Paid to Date	- <u>\$1,561,691.22</u>
Contract Remaining	- \$ 66,237.22

Please feel free to contact me at jcygan@cityofclive.com or 515-223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Payment_Invoice 8_Nw_99th_Court_Reconstruction



City of Clive

Payment Invoice

Nw 99th Court Reconstruction

Description Total road reconstruction

Payment Number 8

Pay Period 11/06/2024 to 11/30/2024

Approval Date 12/12/2024

Prime Contractor Mainline Construction
PO Box 173
Bondurant, IA 50035

Payment Status Pending

Awarded Project Amount \$1,521,703.44

Authorized Amount \$1,627,928.44

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0440	24-044	SQ	249.000	\$77.000	\$19,173.00
SODDING					
0620	24-102	LS	1.000	\$25,000.000	\$25,000.00
Stage 3 to be completed 55 days after the start date of stage 3					
					Section Total: \$44,173.00
					Project Total: \$44,173.00

Summary

Current Approved Work:	\$44,173.00	Approved Work To Date:	\$1,643,087.64
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$1,450.69	Retainage To Date:	\$81,396.42
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$42,722.31	Payments To Date:	\$1,561,691.22
Previous Payment:	\$233,663.40	Previous Payments To Date:	\$1,518,968.91

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Tony Clemenson	Date
Contractor,	Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: December 12, 2024

RE: Approve Pay Request #11 - Alice's Road Reconstruction - Phase 1-
Design - Snyder & Associates - \$102,038.75

SYNOPSIS:

Approve Pay Request #11 – Alice's Road Reconstruction - Phase 1- Design – Snyder & Associates - \$102,038.75. See attached Council Letter for Details

Attachments:

1. 12-12-24 - Pay Request #11 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$102,038.75
2. CL - 12-12-24 - Pay Request #11 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$102,038.75



INVOICE FOR PROFESSIONAL SERVICES

November 30, 2024

Jeff May
City of Clive
Public Works
2123 NW 111th Street
Clive, IA 50325-3755

Invoice No: 123.1396.01 - 11

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through October 31, 2024

Division 1

(50% Waukee / 50% Clive)

	Hours	Rate	Amount	
Principal Planner I	2.50	237.00	592.50	
Principal Engineer I	.50	237.00	118.50	
Sr. Engineer	44.50	216.00	9,612.00	
Engineer VIII	99.50	198.00	19,701.00	
Engineer VI	56.50	178.00	10,057.00	
Engineer IV	28.50	153.00	4,360.50	
Engineer III	32.00	141.00	4,512.00	
Engineer II	69.50	128.00	8,896.00	
Lead Technician	75.00	150.00	11,250.00	
Technician V	6.00	101.00	606.00	
Technician III	97.50	82.00	7,995.00	
Administrative II	.25	77.00	19.25	
Total Services	512.25		77,719.75	
Total Services				77,719.75

Allender Butzke Engineers, Inc.				
10/1/2024	Allender Butzke Engineers, Inc. Services		3,363.56	
	Total Consultants			3,363.56

Employee Mileage			21.44	
Total Expenses				21.44

Billing Limits	Current	Prior	To-Date	
Total Billings	81,104.75	634,765.03	715,869.78	
Limit			726,500.00	
Remaining			10,630.22	
		Phase Subtotal		\$81,104.75

Division 2

(15% Waukee / 85% Clive)

	Hours	Rate	Amount	
Engineer VIII	1.00	198.00	198.00	

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD		Invoice	11
Engineer II		17.00	128.00	2,176.00	
Total Services		18.00		2,374.00	
Total Services					2,374.00
Billing Limits		Current	Prior	To-Date	
Total Billings		2,374.00	96,725.70	99,099.70	
Limit				344,100.00	
Remaining				245,000.30	
			Phase Subtotal		\$2,374.00
Division 3					
(0% Waukee / 100% Clive)					
		Hours	Rate	Amount	
Sr. Engineer		16.00	216.00	3,456.00	
Land Surveyor VIII		16.50	198.00	3,267.00	
Engineer VIII		5.00	198.00	990.00	
Right-of-Way Agent II		8.00	128.00	1,024.00	
Technician VII		8.25	124.00	1,023.00	
Total Services		53.75		9,760.00	
Total Services					9,760.00
Commercial Appraisers of Iowa, Inc.					
10/18/2024	Commercial Appraisers of Iowa, Inc.	Appraisal services		3,500.00	
10/31/2024	Commercial Appraisers of Iowa, Inc.	Value Finding Appraisal		3,500.00	
Iowa Title Company-					
10/2/2024	Iowa Title Company-	Report of Title		450.00	
10/2/2024	Iowa Title Company-	Report of Title		450.00	
10/2/2024	Iowa Title Company-	Report of Title		450.00	
10/8/2024	Iowa Title Company-	Report of Title		450.00	
Total Consultants					8,800.00
Billing Limits		Current	Prior	To-Date	
Total Billings		18,560.00	230,330.36	248,890.36	
Limit				866,400.00	
Remaining				617,509.64	
			Phase Subtotal		\$18,560.00
Division 4					
			Phase Subtotal		0.00
Amount Due this Invoice				<u>\$102,038.75</u>	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff

November 27, 2024

Jeff May, P.E.
Public Works Director
City of Clive
2123 NW 111th Street
Clive, IA 50325

RE: INVOICE NO. 11
ALICE'S ROAD RECONSTRUCTION – PHASE 1
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through October 31, 2024.

During this period, our work effort has largely been the same as it was for the last few months, focusing on advancing design and plan production for phase 1A, completion of right-of-way acquisition design and documents, finalizing storm water management, and advancing the landscaping concept for the corridor. Right-of-way documents are in for review by city attorneys, offer packets are anticipated to be sent out in early December to property owners. A draft assessment plat and schedule has been created and submitted for review

Utility coordination is ongoing, meetings with individual companies have occurred. Those with potential conflicts are confirming facility locations via visual inspection or obtaining test holes.

Work associated with the PEL study for phase 2 through phase 4 is ongoing. A Purpose and Need statement is drafted and initial alternatives are being created. Work effort associated with the PEL is being held until such time as a contract amendment can be agreed upon.

Please contact me with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.



Nathan Carhoff, P.E.
Project Manager

Enclosure

Alice's Road Reconstruction - Phase 1
Invoice Summary and City Cost Sharing
Snyder Project #123.1396

	Division 1			Division 2			Division 3			Totals		
	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Contract Total	Clive	Waukee
		50%	50%		85%	15%		100%	0%			
Invoice #1	\$18,946.03	\$9,473.02	\$9,473.01	\$16,280.21	\$13,838.18	\$2,442.03	\$22,529.45	\$22,529.45	-	\$57,755.69	\$45,840.65	\$11,915.04
Invoice #2	\$28,684.50	\$14,342.25	\$14,342.25	\$7,782.19	\$6,614.86	\$1,167.33	\$17,857.06	\$17,857.06	-	\$54,323.75	\$38,814.17	\$15,509.58
Invoice #3	\$60,433.92	\$30,216.96	\$30,216.96	\$11,943.26	\$10,151.77	\$1,791.49	\$33,524.00	\$33,524.00	-	\$105,901.18	\$73,892.73	\$32,008.45
Invoice #4	\$69,319.72	\$34,659.86	\$34,659.86	\$25,690.00	\$21,836.50	\$3,853.50	\$41,203.75	\$41,203.75	-	\$136,213.47	\$97,700.11	\$38,513.36
Invoice #5	\$78,192.26	\$39,096.13	\$39,096.13	\$6,513.00	\$5,536.05	\$976.95	\$20,341.50	\$20,341.50	-	\$105,046.76	\$64,973.68	\$40,073.08
Invoice #6	\$62,476.47	\$31,238.24	\$31,238.23	\$5,482.00	\$4,659.70	\$822.30	\$22,602.00	\$22,602.00	-	\$90,560.47	\$58,499.94	\$32,060.53
Invoice #7	\$55,843.61	\$27,921.81	\$27,921.80	\$7,698.00	\$6,543.30	\$1,154.70	\$17,468.75	\$17,468.75	-	\$81,010.36	\$51,933.86	\$29,076.50
Invoice #8	\$67,906.96	\$33,953.48	\$33,953.48	\$7,708.75	\$6,552.44	\$1,156.31	\$14,652.25	\$14,652.25	-	\$90,267.96	\$55,158.17	\$35,109.79
Invoice #9	\$98,381.72	\$49,190.86	\$49,190.86	\$6,818.29	\$5,795.55	\$1,022.74	\$12,899.75	\$12,899.75	-	\$118,099.76	\$67,886.16	\$50,213.60
Invoice #10	\$94,579.84	\$47,289.92	\$47,289.92	\$810.00	\$688.50	\$121.50	\$27,251.85	\$27,251.85	-	\$122,641.69	\$75,230.27	\$47,411.42
Invoice #11	\$81,104.75	\$40,552.38	\$40,552.37	\$2,374.00	\$2,017.90	\$356.10	\$18,560.00	\$18,560.00	-	\$102,038.75	\$61,130.28	\$40,908.47
Total Billed to Date	\$ 715,869.78	\$ 357,934.91	\$ 357,934.87	\$ 99,099.70	\$ 84,234.75	\$ 14,864.95	\$ 248,890.36	\$ 248,890.36	-	\$ 1,063,859.84	\$ 691,060.02	\$ 372,799.82
Total Contract	\$ 726,500.00	\$ 363,250.00	\$ 363,250.00	\$ 344,100.00	\$ 292,485.00	\$ 51,615.00	\$ 866,400.00	\$ 866,400.00	-	\$ 1,937,000.00	\$ 1,522,135.00	\$ 414,865.00

Memo

TO: Mayor Edwards, Clive City Council Members and
Matt McQuillen

FROM: Jeff May, Public Works Director

DATE: December 12, 2024

RE: Approve Pay Request #11 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$102,038.75



Public Works Department

At the January 11, 2024 City Council meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of the Alice’s Road Reconstruction Project – Phase 1. The Alice’s Road Reconstruction Project includes 4 Phases. The phases are identified per the following:

Phase 1 is the reconstruction of Alice’s Road south of Douglas Parkway and is shared with Waukee on a 50/50 split.

Phase 2 is the reconstruction of the Alice’s Road and Douglas Parkway intersection and the completion of Douglas Parkway from Berkshire Parkway (including the intersection of Berkshire Parkway) to the west corporate limit. Waukee is responsible for 25% of the intersection and possibly some of the Douglas Parkway improvements west of Alice’s Road. Clive is responsible for 75% of the intersection, the improvements west of Alice’s Road, that are not Waukee’s responsibility and 100% of the improvements east of Alice’s Road. The division of responsibility for Phase 2 will be determined as the project design progresses.

Phase 3 is the reconstruction of Alice’s Road from Douglas Parkway to Berkshire Parkway and is 100% the responsibility of Clive.

Phase 4 is the reconstruction of Alice’s Road from Berkshire Parkway to Meredith Drive and includes the crossing of Little Walnut Creek. Phase 4 is 100% the responsibility of Clive.

The Professional Services Agreement (PSA) for Phase 1 includes the final design of Phase 1 plus the conceptual design of Phases 2-4. The design and conceptual design of the future phases will include the roadway, intersection configuration of all intersections, storm sewer, water, sanitary sewer, stormwater management, trails and aesthetics for the entire Alice’s Road corridor. In addition, the conceptual design will include the Douglas Parkway corridor from Berkshire Parkway, including the intersection of Berkshire Parkway, to the west corporate limit. The PSA

will also include work related to right-of-way and easement acquisition and assistance with finding and obtaining grants to assist with the cost of the project.

The PSA for Phase 1 is divided into 3 divisions. The first division includes the work from NE Horizon Drive in Waukee to just south of Douglas Parkway. Division 1 is split 50/50 with Wauke. Division 2 includes the work for the Douglas Parkway intersection and completion of Douglas Parkway in Clive. This Division will be split 85% Clive and 15% Waukee for billing purposes but will be reconciled when the work is complete based on the actual percentages attributed to each community. Division 3 is for work related to Phases 3 and 4 and is 100% Clive responsibility.

Staff recommends approval of Pay Request #11 in the amount of \$102,038.75, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

	<u>Clive</u>	<u>Waukee</u>	<u>Total</u>
Approved Agreement Amount (1/11/24)	\$ 1,522,135.00	\$ 414,865.00	\$ 1,937,000.00
 Division 1 Approved Agreement Amount	 \$ 363,250.00	 \$ 363,250.00	 \$ 726,500.00
Pay Request #1 (02/22/24)	\$ 9,473.02	\$ 9,473.01	\$ 18,946.03
Pay Request #2 (03/14/24)	\$ 14,342.25	\$ 14,342.25	\$ 28,684.50
Pay Request #3 (04/11/24)	\$ 30,216.96	\$ 30,216.96	\$ 60,433.92
Pay Request #4 (05/23/24)	\$ 34,659.86	\$ 34,659.86	\$ 69,319.72
Pay Request #5 (06/13/24)	\$ 39,096.13	\$ 39,096.13	\$ 78,192.26
Pay Request #6 (07/25/24)	\$ 31,238.24	\$ 31,238.23	\$ 62,476.47
Pay Request #7 (08/08/24)	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Pay Request #8 (09/12/24)	\$ 33,953.48	\$ 33,953.48	\$ 67,906.96
Pay Request #9 (10/10/24)	\$ 49,190.86	\$ 49,190.86	\$ 98,381.72
Pay Request #10 (11/14/24)	\$ 47,289.92	\$ 47,289.92	\$ 94,579.84
Pay Request #11 (12/12/24)	\$ 40,552.38	\$ 40,552.37	\$ 81,104.75
Amount Requested to Date – Division 1	\$ 270,092.61	\$ 357,934.87	\$ 715,869.78
Amount paid previously – Division 1	\$ 317,382.53	\$ 317,382.50	\$ 634,765.03
Amount due this pay request – Division 1	\$ 40,552.38	\$ 40,552.37	\$ 81,104.75
Amount remaining - Division 1	\$ 5,315.09	\$ 5,315.13	\$ 10,630.22
 Division 2 Approved Agreement Amount	 \$ 292,485.00	 \$ 51,615.00	 \$ 344,100.00
Pay Request #1 (02/22/24)	\$ 13,838.18	\$ 2,442.03	\$ 16,280.21
Pay Request #2 (03/14/24)	\$ 6,614.86	\$ 1,167.33	\$ 7,782.19
Pay Request #3 (04/11/24)	\$ 10,151.77	\$ 1,791.49	\$ 11,943.26
Pay Request #4 (05/23/24)	\$ 21,836.50	\$ 3,853.50	\$ 25,690.00
Pay Request #5 (06/13/24)	\$ 5,536.05	\$ 976.95	\$ 6,513.00
Pay Request #6 (07/25/24)	\$ 4,659.70	\$ 822.30	\$ 5,482.00
Pay Request #7 (08/08/24)	\$ 6,543.30	\$ 1,154.70	\$ 7,698.00
Pay Request #8 (09/12/24)	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Pay Request #9 (10/10/24)	\$ 5,795.55	\$ 1,022.74	\$ 6,818.29
Pay Request #10 (11/14/24)	\$ 688.50	\$ 121.50	\$ 810.00
Pay Request #11 (12/12/24)	\$ 2,017.90	\$ 356.10	\$ 2,374.00

Total Requested to Date – Division 2	\$ 84,234.75	\$ 14,864.95	\$ 99,099.70
Amount paid previously – Division 2	\$ 82,216.85	\$ 14,508.85	\$ 96,725.70
Amount due this pay request – Division 2	\$ 2,017.90	\$ 356.10	\$ 2,374.00
Amount remaining - Division 2	\$ 208,250.25	\$ 36,750.05	\$ 245,000.30

Division 3 Approved Agreement Amount	\$ 866,400.00	\$ 0.00	\$ 866,400.00
Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45
Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #7 (08/8/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Pay Request #8 (09/12/24)	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Pay Request #9 (10/10/24)	\$ 12,899.75	\$ 0.00	\$ 12,899.75
Pay Request #10 (11/14/24)	\$ 27,251.85	\$ 0.00	\$ 27,251.85
Pay Request #11 (12/12/24)	\$ 18,560.00	\$ 0.00	\$ 18,560.00
Total Requested to Date – Division 3	\$ 248,890.36	\$ 0.00	\$ 248,890.36
Amount paid previously – Division 3	\$ 230,330.36	\$ 0.00	\$ 230,330.36
Amount due this pay request – Division 3	\$ 18,560.00	\$ 0.00	\$ 18,560.00
Amount remaining - Division 3	\$ 617,509.64	\$ 0.00	\$ 617,509.64
Total Amount Requested to Date	\$ 691,060.02	\$ 372,799.82	\$ 1,063,859.84
Total Amount Paid Previously	\$ 629,929.74	\$ 331,891.35	\$ 961,821.09
Total Amount due this pay request	\$ 61,130.28	\$ 40,908.47	\$ 102,038.75
Total Amount Remaining on Contract	\$ 831,074.98	\$ 42,065.18	\$ 873,140.16

Please feel free to contact me prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: December 12, 2024

RE: Approve Pay Request #16 - Snyder & Associates - University
Boulevard Pump Station Improvements Project - \$10,988.30

SYNOPSIS:

At the March 24, 2022 City Council Meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of improvements to the City's water pump station on University Boulevard. The pump station controls are outdated and the electric panels are located outside. The Consultant is working on the design and has submitted a request for pay. Staff recommends approval of Pay Request #16, in the amount of \$10,988.30 to Snyder & Associates, for professional services completed on the design for the University Boulevard Pump Station Improvements Project.

AGREEMENT

Original Approved Agreement Amount (3/24/22)	\$ 101,800.00
Approved Amendment #1 (11/14/24)	\$ 105,100.00
Current Approved Agreement Amount	\$ 206,900.00

PAY REQUEST SUMMARY

Pay Request #1 (8/11/22)	\$ 1,870.07
Pay Request #2 (8/11/22)	\$ 4,621.50
Pay Request #3 (9/8/22)	\$ 3,361.88
Pay Request #4 (10/13/22)	\$ 2,231.50
Pay Request #5 (1/12/23)	\$ 4,576.50
Pay Request #6 (6/8/23)	\$ 1,886.50
Pay Request #7 (7/13/23)	\$ 1,297.50
Pay Request #8 (8/10/23)	\$ 1,932.75
Pay Request #9 (10/12/23)	\$ 1,257.26
Pay Request #10 (11/9/23)	\$ 1,092.50
Pay Request #11 (1/11/24)	\$ 1,330.00
Pay Request #12 (9/12/24)	\$ 5,811.05
Pay Request #13 (9/12/24)	\$ 5,160.00
Pay Request #14 (10/10/24)	\$ 2,088.25
Pay Request #15 (11/14/24)	\$ 13,066.84
Pay Request #16 (12/12/24)	\$ 10,988.30

Total Requested to Date \$ 62,572.40

Amount paid previously \$ 51,584.10

Amount due this pay request \$ 10,988.30

Amount remaining on Amended Agreement \$ 144,327.60

Please feel free to contact me prior to the meeting at 515-223-6231 or jcygan@cityofclive.com if you have any questions or concerns.

Attachments:

1. Invoice #16
2. Progress Report



INVOICE FOR PROFESSIONAL SERVICES

November 27, 2024

Jeff May
City of Clive
Public Works
2123 NW 111th Street
Clive, IA 50325-3755

Invoice No: 122.0393.01 - 16

Email jmay@cityofclive.com; jcygan@cityofclive.com
jhagelie@cityofclive.com

Project 122.0393.01 University Blvd. Booster Station Facility Upgrade

Professional Services through October 31, 2024

Basic Services

Administration

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	6.00	209.00	1,254.00	
Engineer VIII	1.00	174.00	174.00	
Administrative II	.25	68.00	17.00	
Total Services	7.25		1,445.00	1,445.00
			Task Subtotal	\$1,445.00

Billings to Date	Total 6,351.33	Prior 4,906.33	Current 1,445.00
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Survey

Hourly Services

	Hours	Rate	Amount	
Land Surveyor II	15.50	112.00	1,736.00	
Technician VII	2.00	109.00	218.00	
Technician VI	1.50	98.00	147.00	
Administrative II	1.00	68.00	68.00	
Total Services	20.00		2,169.00	2,169.00

Fleet Mileage				10.05
			Task Subtotal	\$2,179.05

Billings to Date	Total 7,968.82	Prior 5,789.77	Current 2,179.05
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Preliminary Design

Hourly Services

	Hours	Rate	Amount	
Principal Engineer	6.50	209.00	1,358.50	
Sr. Engineer	3.50	190.00	665.00	
Engineer VIII	1.00	174.00	174.00	

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade			Invoice	16
Engineer III		1.00	124.00	124.00		
Engineer I		9.00	99.00	891.00		
Lead Technician		12.25	133.00	1,629.25		
Technician VIII		4.75	118.00	560.50		
Technician VII		18.00	109.00	1,962.00		
Total Services		56.00		7,364.25		
						7,364.25
				Task Subtotal		\$7,364.25
Billings to Date	Total	Prior	Current			
	25,550.50	18,186.25	7,364.25			
Final Design						
				Task Subtotal		0.00
Permitting						
				Task Subtotal		0.00
Bidding						
				Task Subtotal		0.00
Conceptual Design						
				Task Subtotal		0.00
Billings to Date	Total	Prior	Current			
	20,769.00	20,769.00	0.00			
FEMA Grant Assistance						
				Task Subtotal		0.00
Billing Limits		Current	Prior	To-Date		
Total Billings		10,988.30	49,651.35	60,639.65		
Limit				204,967.00		
Remaining				144,327.35		
				Phase Subtotal		\$10,988.30
Additional Services						
City Water Demand Projection Updates						
				Task Subtotal		0.00
Billings to Date	Total	Prior	Current			
	1,932.75	1,932.75	0.00			
Billing Limits		Current	Prior	To-Date		
Total Billings		0.00	1,932.75	1,932.75		
Limit				1,932.75		
				Phase Subtotal		0.00
				Amount Due this Invoice		<u><u>\$10,988.30</u></u>
Billings to Date	Total	Prior	Current			
	62,572.40	51,584.10	10,988.30			

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade	Invoice	16
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Brett Paige

November 27, 2024

Jeff May, P.E.
City of Clive Public Works
2123 NW 111th Street
Clive, IA 50325-3755

RE: UNIVERSITY BLVD. BOOSTER STATION FACILITY UPGRADE
PROGRESS REPORT No. 16

Mr. May,

This is a progress report for the above-referenced project. This report covers work during October 2024, which is reflected on the attached invoices for professional services. Services and tasks performed during this period include the following:

- Project management
- Plan production
- Preliminary design
- Geotechnical scheduling and coordination
- Topographic survey
- FEMA funding coordination

The current schedule for the project is shown below.

- 60% plans to City for review: ~~November 22, 2024~~ December 10, 2024
- 90% plans to City for review: January 2025
- FEMA application submittal: January/February 2025
- FEMA review period: January 2025 – July 2025
- Pre-order generator: ~~July~~ Fall 2025
- Final plans: October 2025
- Letting: January 2026
- Complete construction: December 2026

We are currently 33% billed through the invoicing period described above. Should you have any questions on this update, please feel free to call or email me at your convenience. Thank you for the opportunity to provide professional services for the City of Clive.

Respectfully,
SNYDER & ASSOCIATES, INC.



Brett Paige, P.E.
Civil Engineer



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Approve Pay Request #38 - RES - Greenbelt Management Plan - \$2,564.80

SYNOPSIS:

Staff is recommending approval of pay request # 38 to Resource Environmental Solutions for the work completed to date on the Greenbelt Management Plan-\$2,564.80

Contract Breakdown:

AES Contract Amendment # 1 (Development of plans specifications and bid documents) - \$38,141.

AES Contract Amendment # 2 (Evaluation of effectiveness of goat program) - \$5,680

AES Contract Amendment # 3 (Construction oversight) - \$36,000

RES Contract Amendment # 4 (Additional construction oversight) - \$16,500

Total contract amount - \$96,321.00

Pay Request # 1: \$1,090.00.

Pay Request # 2: \$2,116.25.

Pay Request # 3: \$973.75.

Pay Request # 4: \$12,017.50.

Pay Request # 5: \$7,383.81.

Pay Request # 6: \$6,000.00.

Pay Request # 7: \$1,725.63.

Pay Request # 8: \$1,225.00.

Pay Request # 9: \$1,177.50.

Pay Request #10: \$3,378.13.

Pay Request # 11: \$6,063.16.

Pay Request # 12: \$381.25.

Pay Request # 13: \$627.50.

Pay Request # 14: \$4,449.79.

Pay Request # 15: \$3,876.64.

Pay Request # 16: \$1,907.50.

Pay Request # 17: \$1,051.58.
Pay Request # 18: \$2,250.23.
Pay Request # 19: \$805.00.
Pay Request # 20: \$1,382.50.
Pay Request # 21: \$356.25.
Pay Request # 22: \$5108.75.
Pay Request # 23: \$591.25.
Pay Request # 24: \$935.87.
Pay Request # 25: \$3,700.46.
Pay Request # 26: \$482.50.
Pay Request # 27: \$1,539.15.
Pay Request # 28: \$1,171.25.
Pay Request # 29: \$890.00.
Pay Request # 30: \$320.00.
Pay Request # 31: \$993.75.
Pay Request # 32: \$1,136.25.
Pay Request # 33: \$1866.24.
Pay Request # 34: \$1345.40.
Pay Request # 35: \$766.10.
Pay Request # 36: \$3,763.91
Pay Request # 37: \$2,580.00
Pay Request # 38: \$2564.80

Contract Breakdown:

Paid to Date: \$89,994.65

Contract Remaining: \$6,326.35

Attachments:

1. 1 RES Pay Request # 38 \$2,564.80



RES Great Lakes, LLC, a company of
Resource Environmental Solutions, LLC
6575 West Loop South Suite 300
Bellaire TX 77401 United States
P: (225) 372-6108

Invoice

#IN48202

August 07, 2024

Bill To

City of Clive
1900 NW 114 Street
Clive IA 50325
United States

Amount Due:

\$2,564.80

Project

PRJ104765 Clive Greenbelt NRI

Project Manager

Ben Staehlin (bstaehtlin@res.us)

Billing Period

Jul 2024

PO #

Jeff Thielen

Attn

Jeff Thielen

Delivery Email

jthielen@cityofclive.com

Comment

jthielen@cityofclive.com AES ID #18-0897

Task: Vegetation Monitoring (Goats)

	Hours	Rate	Amount
Senior Ecologist			
Mensing, Doug	0.25	135.00	33.75
Total Labor	0.25		33.75
Total this Task			\$33.75

Task: Conduct Additional Construction Oversight

	Hours	Rate	Amount
Ecologist			
Staehlin, Ben	20.25	85.00	1,721.25
Senior Ecologist			
Mensing, Doug	2.25	135.00	303.75
Total Labor	22.50		2,025.00

Reimbursable Expenses

HOTELCOM72057006057109	110.31
JASON'S DELI-DMO-239	17.95
MI MEXICO	18.00
JERSEY MIKES 38002	18.09
Ben Staehlin	170.85
Ben Staehlin	170.85
Total Reimbursables	506.05

Total this Task

\$2,531.05



IN48202

1 of 2



RES Great Lakes, LLC, a company of
Resource Environmental Solutions, LLC
6575 West Loop South Suite 300
Bellaire TX 77401 United States
P: (225) 372-6108

Invoice

#IN48202

August 07, 2024

Invoice Total

\$2,564.80

Remit Address

All checks should be mailed to:
RES Great Lakes, LLC
6575 West Loop South Suite 300
Bellaire, TX 77401

Questions

Contact — receivables@res.us

- Banking information for ACH payments
- Send all payment remittance advice
- W9
- Past due invoice copies

Contact — bstahlin@res.us

- COI Requests
- Project related questions or concerns

APPROVED FOR PAYMENT

BY MT

DATE 12/12/24

ACCT # 001-5430-6422

ITEM Greenbelt Master Plan

Pay Request #38



IN48202

2 of 2



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Approve Pay Request #39 - RES - Greenbelt Management Plan - \$3,676.31

SYNOPSIS:

Staff is recommending approval of pay request # 39 to Resource Environmental Solutions for the work completed to date on the Greenbelt Management Plan-\$3,676.31

Contract Breakdown:

AES Contract Amendment # 1 (Development of plans specifications and bid documents) - \$38,141.

AES Contract Amendment # 2 (Evaluation of effectiveness of goat program) - \$5,680

AES Contract Amendment # 3 (Construction oversight) - \$36,000

RES Contract Amendment # 4 (Additional construction oversight) - \$16,500

Total contract amount - \$96,321.00

Pay Request # 1: \$1,090.00.

Pay Request # 2: \$2,116.25.

Pay Request # 3: \$973.75.

Pay Request # 4: \$12,017.50.

Pay Request # 5: \$7,383.81.

Pay Request # 6: \$6,000.00.

Pay Request # 7: \$1,725.63.

Pay Request # 8: \$1,225.00.

Pay Request # 9: \$1,177.50.

Pay Request #10: \$3,378.13.

Pay Request # 11: \$6,063.16.

Pay Request # 12: \$381.25.

Pay Request # 13: \$627.50.

Pay Request # 14: \$4,449.79.

Pay Request # 15: \$3,876.64.

Pay Request # 16: \$1,907.50.

Pay Request # 17: \$1,051.58.
Pay Request # 18: \$2,250.23.
Pay Request # 19: \$805.00.
Pay Request # 20: \$1,382.50.
Pay Request # 21: \$356.25.
Pay Request # 22: \$5108.75.
Pay Request # 23: \$591.25.
Pay Request # 24: \$935.87.
Pay Request # 25: \$3,700.46.
Pay Request # 26: \$482.50.
Pay Request # 27: \$1,539.15.
Pay Request # 28: \$1,171.25.
Pay Request # 29: \$890.00.
Pay Request # 30: \$320.00.
Pay Request # 31: \$993.75.
Pay Request # 32: \$1,136.25.
Pay Request # 33: \$1866.24.
Pay Request # 34: \$1345.40.
Pay Request # 35: \$766.10.
Pay Request # 36: \$3,763.91
Pay Request # 37: \$2,580.00
Pay Request # 38: \$2564.80
Pay Request # 39: \$3,676.31

Contract Breakdown:

Paid to Date: \$93,670.96

Contract Remaining: \$2,650.04

Attachments:

1. 1 RES Pay Request # 39 \$3676.31



RES Great Lakes, LLC, a company of
Resource Environmental Solutions, LLC
6575 West Loop South Suite 300
Bellaire TX 77401 United States
P: (225) 372-6108

Invoice

#IN50536

November 04, 2024

Bill To

City of Clive
1900 NW 114 Street
Clive IA 50325
United States

Amount Due:

\$3,676.31

Project

PRJ104765 Clive Greenbelt NRI

Project Manager

Ben Staehlin (bstaehlin@res.us)

Billing Period

Oct 2024

PO

Jeff Thielen

Attn

Jeff Thielen

Delivery Email

jthielen@cityofclive.com

Comment

jthielen@cityofclive.com AES ID #18-0897

Task: Conduct Additional Construction Oversight

	Hours	Rate	Amount
Ecologist			
Staehlin, Ben	22.25	85.00	1,891.25
Geospatial Analyst			
Schwartz, Tyler	1.00	90.00	90.00
Senior Ecologist			
Mensing, Doug	12.00	135.00	1,620.00
Total Labor	35.25		3,601.25

Reimbursable Expenses

JERSEY MIKES 38002	30.79
TST*COOL BASIL - CLIVE	44.27
Total Reimbursables	75.06

Total this Task

\$3,676.31

Invoice Total

\$3,676.31

Remit Address

All checks should be mailed to:
RES Great Lakes, LLC
6575 West Loop South Suite 300
Bellaire, TX 77401

Questions

Contact — receivables@res.us

- Banking information for ACH payments
- Send all payment remittance advice
- W9
- Past due invoice copies

Contact — bstaehlin@res.us

- COI Requests
- Project related questions or concerns



IN50536

APPROVED FOR PAYMENT

BY *dst*

DATE *12/12/24*

1 of 1

ACCT # *001-5430-6422*

ITEM *Greenbelt Master Plan*

Pay Request # 39



Memo

TO: Mayor and Council members

FROM: Dennis Harken, Information Technology Manager

DATE: December 12, 2024

RE: Approve Purchase - Baker Group - Public Work Security Camera Improvements Purchase and Installation - \$43,481.00

SYNOPSIS:

Over the past 2 years, the Council has prioritized better security for our City facilities. A facility identified in a security assessment needing upgrades is the Public Works facility. Currently, this building has very limited security camera coverage. We are proposing to incorporate security cameras for the outdoor areas, public lobby, and entrances. The cameras will be tied into our existing Avigilon security system we implemented during the opening of the Clive Public Safety Center.

Attached is the purchase and installation proposal from our vendor, **Baker Group**, for the purchase of new cameras, and installation costs for security for the Public Works facility. There are two components to this installation – Security video surveillance hardware and materials of \$37,829.00 and labor costs of \$5,652.00 for a total of **\$43,481.00**. Baker Group is responsible for the maintenance of the Avigilon systems at CPSC, hence they are the preferred contractor for this work. It should also be noted that the Public Works operations staff are planning to do all of the data cabling required for this installation. Baker Group will have labor costs in the final connection of the cameras and configuring the cameras into the software of the Avigilon security camera system.

The costs associated with this purchase and installation will be funded by budgeted Public Works remodeling funds. Technology Services and Public Works staff are recommending the approval of this new hardware and installation costs from Baker Group.

Attachments:

1. Security Camera Quote



Baker Group
1600 SE Corporate Woods Drive
Ankeny, Iowa 50021-7501

Phone: 515.262.4000
855.262.4000
Fax: 515.266.1025
www.thebakergroup.com

August 9, 2024

Dennis Harken
IT Manager/Technology Services
City of Clive
1900 NW 114th Street
Clive, IA 50325

Subject: Video Surveillance Cameras at Public Works Building

Thank you for the opportunity to provide the following proposal to supply video surveillance cameras and license for the Public Works Building as shown in the attached modeling. This proposal is based on our recent site survey.

Baker Group will perform the following scope:

- Provide the following list of materials:
 - 5 – 24 MP multi-head cameras with mounting brackets.
 - 2 – 32 MP multi-head cameras with mounting brackets.
 - 1 – 2 MP outside dome cameras to be surface mounted.
 - 2 – 4 MP outside dome cameras to be pendent mounted.
 - 3 – 6 MP outside dome camera with pendent wall mounting bracket.
 - 13 – ACC7-ENT enterprise camera license.
 - 1 – wireless bridge for communication between the Salt Shed and the main building.
 - 1 – hardened switch to be installed in the Salt Shed.
 - Miscellaneous mounting brackets and adapters for camera installation.
- Provide labor to set views and adjust focus of installed cameras.
- Provide labor to install camera license and bring new cameras on to the owner's existing NVR.
- Provide owner training upon completion if required.

Exclusions and Clarifications:

Video Surveillance Systems:

- Video Storage expansion is not provided in this proposal. It is assumed that the owner's existing storage is capable of the additional cameras.
- Proper lighting of video surveillance areas is not included in this proposal. This proposal assumes that existing lighting will be sufficient as is.
- This proposal is considered an extension of the existing Avigilon video surveillance system.
- Camera cabling and installation is to be provided by the owner.
- Wireless bridge to be installed by the owner, Baker Group will commission and bring online.

Computers / Software:

- This proposal includes camera license for the cameras included in this proposal.

Networks:

- POE switches required to run the proposed cameras are to be provided and configured by the owner.
- All cabling and patch panels to be provided and configured by the owner.
- End User to provide all Network Racks, Network Switches, Routers, etc.....

Miscellaneous:

- Pricing assumes that all customer provided equipment is in full working order.
- Overtime Labor is not included in this proposal.
- Baker Group one-year warranty period will start upon **beneficial use** of the project.
- Taxes and bonds are not provided in this pricing.

We propose to provide you with the above scope of work for:

FOURTY-THREE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$43,481.00)
Plus, applicable state and local sales tax

Accepted: _____

Itemized Breakout:

Material	\$37,829.00
Labor	\$5,652.00

We appreciate the opportunity to earn your business. Upon your approval, please sign this document and return a copy to my attention. If you have additional questions, please feel free to contact us at your convenience.

Sincerely,

Rob Walton

Rob Walton
Project Manager-Team Lead

Approved by:

Signature: _____

P.O. #: _____

Name: _____

Title: _____

FIRE, PARKING AND SECURITY PROJECT TERMS AND CONDITIONS

GENERAL

1. This Proposal is valid for a period of 60 days after issuance.
2. Customer shall provide reasonable access to all areas and equipment and will allow Baker Group to service/test equipment as necessary to fulfill the terms of the Proposal. All work will be performed during normal working hours, 7:00 AM to 4:30 PM, Monday through Friday.
3. Customer agrees to pay all invoices within 30 days of invoice. Any balance unpaid for 30 days shall incur a finance charge of 1.50% per month, which is an annual rate of 18%.
4. In addition to any price specified on the face hereof, customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Baker Group on behalf of Customer whether such tax shall be local, state, or federal in nature.
5. Customer agrees that false alarm assessments, taxes, registrations, fees, permit fees, or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Customer agrees that any or all of such false alarm fees shall not excuse the performance of customer's obligation under this agreement. In the event that any assessment, tax, fee, fine, or like charge is assessed for false alarms, permits, registrations, failure to meet compliance standards, or any other like charge originating from customer's premises, customer will pay immediately.
6. Customer agrees that Baker Group is not an insurer and that no insurance coverage is offered herein. Payments by customer for system monitoring are designed to reduce certain risks of loss, though there are no guarantees that the system or system monitoring will reduce such risk or that no loss will occur.
7. In the event Baker Group must commence legal action in order to recover any amount payable under this Agreement, customer shall pay Baker Group all court costs and attorney's fees incurred by Baker Group.
6. Any legal action relating to this Proposal, or the breach thereof, shall be commenced within one (1) year from the date of the work.

WARRANTY, LIMITATIONS OF LIABILITY AND INDEMNITIES

1. Baker Group shall perform all work in a careful and workmanlike manner and shall furnish materials of good quality. Baker Group warrants materials only to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s) of the same for up to one year after beneficial use of the project. Baker Group's liability, if any, upon any warranty, either express or implied, shall be limited to repair or replacement of defective materials and correction of faulty workmanship that is in violation of local, state, or federal building codes at the time of performance of the work by Baker Group. All warranties hereunder shall terminate and expire one (1) year after substantial completion of the work.
2. The warranties provided hereunder are conditional on proper operation and maintenance. If Customer does not perform required fire, security and parking system maintenance per code or per manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-functioning of the system.
3. Adding, removing or making changes to your electrical power distribution system may affect your NFPA 70, 70B or 70E Electrical Arc Flash ratings. Unless specifically stated, our scope does not include creating or updating the code required power study for your facility. Customer acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and are not maintained by Baker Group and therefore Baker Group shall not be liable for any equipment failure which prevents transmission signals from reaching the third party monitoring company or monitoring workstation or for any damages arising there from.
4. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer as a result of burglary, hold-up, fire, smoke, water damage, equipment failure, failure of central station, or municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
5. Baker Group assumes no responsibility and therefore shall not be liable to customer for any loss or damage suffered by customer by power surges, vehicles, storms, extreme heat or cold weather conditions beyond equipment specifications, operator functions/errors, turning equipment on and off, foreign objects inside parking equipment, improper preventative maintenance or cleaning on parking equipment, light bulbs, broken gate arms, credit card acceptance problems relating to (or data recovery resulting from) clearinghouse and/or credit card circuit issues. In addition, theft by others, of any part of a parking revenue control system, including monetary value, shall not be the responsibility of Baker Group.
6. Baker Group shall not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, terrorism, war, act of God, or any other cause beyond Baker Group's reasonable control.
7. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Proposal, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, or claims of customer's clients for such damages.
8. In no event shall Baker Group's liability to customer for claims arising from this Proposal or work performed hereunder, whether sounding in warranty, contract, tort or otherwise, exceed the price paid under this Proposal.
9. THE WARRANTIES, GUARANTEES AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND REMEDIES, EXPRESS OR IMPLIED, AND BAKER GROUP HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, GUARANTEES AND REMEDIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF WORKMANSHIP, QUALITY, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Memo

TO: Mayor and Council members

FROM: Jason Stevens, Road Maintenance Supervisor

DATE: December 12, 2024

RE: Approve Purchase - MH Equipment - 2024 Hyster-Yale S50A LP Forklift - \$37,498.00

SYNOPSIS:

The FY 24/25 Capitol Equipment Program includes the replacement of our Forklift (#793). The FY24/25 budget includes \$50,000 for the purchase of a new forklift.

Staff utilized Sourcewell cooperative purchasing program to obtain pricing through MH Equipment in Des Moines.

The following is the pricing received from MH Equipment:

2024 Hyster-Yale S50A LP Forklift	\$37,498.00
-----------------------------------	-------------

Staff Recommends approval of purchase of a new 2024 Hyster-Yale S50A LP Forklift from MH Equipment.

Please feel free to contact Jason Stevens, Roadway Maintenance Supervisor, prior to the meeting at 223-6231 or [jstevens@city of clive.com](mailto:jstevens@cityofclive.com) if you have any questions or concerns.

Attachments:

1. Quote

1400 Sullivan Drive
Greenville, NC 27834



MODEL: S50A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	City Of Clive - Public Works		
SHIP-TO ADDRESS	2123 Northwest 111st Street Clive, Iowa 50325		
PROPOSED BY	Josh Sheppard	TITLE	Sales Account Representative – Gov't Sales
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com
DATE	2024-11-06	Quote Expiration	2025-01-06



Quoted Model: S50A Available Features

Hyster® S50A Lift Truck - 5,000 lb Nominal Capacity, Class IV

Proposal Summary

Included Items	Description
Model	Hyster® S50A Lift Truck - 5,000 lb Nominal Capacity, Class IV
Construction	Key Ignition Switch Standard Cooling Package
Powertrain	Engine - Yanmar 2.2L LPG Certified Self energizing drum brakes provide excellent stopping power with minimal brake pedal effort. Single Pedal Inch/Brake Arrangement Electronic Powershift Transmission
Powertrain Options	High Air Intake Low Exhaust Integrated Fuel Level Sensor Swing Out and Drop Down LPG Tank Bracket with Steel Strap UL Label - Classification Type LP
Powertrain Accessories	System monitoring provides superb control over truck functionality and systems enabling maximum system efficiency for excellent durability and serviceability.
Mast	3 Stage Full Free Lift - Class II - Mast 189"(4800mm) Maximum Lift Height - 82"(2079mm) Overall Lowered Height 6°Forward / 5°Back Mast Tilt
Carriages & Attachments	38.5" (977mm) Wide - Class 2 - Hook Type Integral Sideshifting Fork Positioner Carriage allows simultaneous fork positioning in addition to the sideshift for increased productivity when working with a variety of load widths. 48" (1220mm) High Load Backrest Extension
Forks	48" Long Class II Hook Type (1.6" x 3.9") Standard Tapered Forks. Designed for smooth, accurate insertion.
Hydraulics	4 Function (2 Auxiliary) Hydraulic Control Valve Mini-Lever Hydraulic Controls [Premium] Standard Displacement Hydraulic Pump Engine Driven Cooling Fan
Hoses	2 Auxiliary Function Hose Group - 4 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width

1400 Sullivan Drive
Greenville, NC 27834



	Drive Tires - 21 x 7 x 15 - Cushion - Standard Compound - Lug Tread - Premium
	Steer Tires - 16 x 5 x 10.5 - Cushion - Standard Compound - Lug Tread
Operator Compartment	84" Non-Isolated (Rectangular Tube) Overhead Guard
	Grid Style Overhead Guard
	2.8" (71mm) Color Touchscreen Display
	Console Tray
	Dynamic Stability System
Directional Control	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	Tilt Steering Column - Infinitely Adjustable within a 26 Degree Range - Gas-Spring Assisted
	On demand hydrostatic power assist steering provides low effort, precise steering control and insulates the operator from steer axle shock and vibration.
	Steering wheel with integral spinner knob to enhance operator comfort and control.
Seat	Full Suspension Vinyl Seat (MSG65)
	Our No-Cinch ELR (Emergency Locking Retractor) seat belt system moves with the operator and improves operator comfort and safety without cinching, especially when driving in reverse. It locks only when necessary to assist in operator safety.
Chassis Options	Hood
Lights & Alarms	LED Brake/Tail/Backup
	Blue LED Pedestrian Awareness Spot Light - Rear
	Directional Pedestrian Awareness Spot Light control
	Manual Work Light Control
	LED Work Lights - 2 Front, 1 Rear [Premium]
	Amber Strobe Light - Ignition Activated
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
Literature & Nameplate	English Literature Pack and Labels

1400 Sullivan Drive
Greenville, NC 27834



Total Investment

Price Delivered Each	\$37,498.00		
Quoted Quantity	1	TOTAL:	\$37,498.00

Proposal By:	Josh Sheppard	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	



Terms and Conditions

In consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.
2. Orders.
 - a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.
 - b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.
 - c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.
 - d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier applies a surcharge greater than 3% to an order after order acknowledgment as set forth in Section 3(a) (i.e., the list price increased by more than 6%), below, in which case Customer may cancel the order within 5 business days of having been notified of the surcharge. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of \$250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.
3. Prices. Prices quoted by supplier are subject to change without notice.
 - a. For orders with a customer acknowledgement date six months or more after the original order date, if Supplier increases its list price after issuing an order acknowledgment, Supplier reserves the right to apply (not later than eight weeks prior to the customer acknowledgement date) a surcharge to the price payable by Customer equal to the amount by which the list price increases cumulatively exceed three percent (3%).
 - b. Section 3(a), above, does not apply to Products with the letters "XD," "DF," or "EF," in the model designation that are delivered to Customer in the United States, Canada, Mexico, South, Central or Latin America.
 - c. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.
4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all applicable sales tax, including without limitation, applicable G.S.T/H.S.T. and provincial sales taxes, installation and freight charges. If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.
5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.
6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.
7. Warranty. Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use



and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.

8. Limitation of Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. Product Returns. Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.

10. Data Sharing. Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

11. Applicable Law. For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

12. Exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

13. Anti-Bribery and International Trade. (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business (collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

14. Confidentiality. Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

15. Assignment. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering..

16. Force Majeure. Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

17. Supplier's Agents. No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

18. Notices. Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.

19. Originals. The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed

1400 Sullivan Drive
Greenville, NC 27834



severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits, is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties

1400 Sullivan Drive
Greenville, NC 27834



Hyster-Yale Materials Handling - Contract and Ordering Information

Company Address:

Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Government Sales Office (mailing address for order submission):

Carl Traub
Hyster-Yale Materials Handling, Inc.
PO Box 531401
Livonia, MI 48153

Manager, Government Sales:	Carl Traub
Phone number:	(248) 924-2640
Cell Phone	(252) 347-5724
Fax number:	(248) 287-4500
Email Address	carl.traub@hyster-yale.com

Business Size:	Large
TIN:	93-0160700
DUNS #:	55-657-9006
CAGE Code:	30076
Unique Entity ID:	D8QCWPDLPN98
NAICS:	333924
DLA Contract	SPM8EC-23-D-0001 exp, 10/25/27 Contact: Robert Spadaro - (215) 737-8253
GSA Contract	47QMCA20D001G exp. 3/30/2025
Sourcewell Contract	053024-HYS exp. 7/23/2028
Payment Terms:	NET 30

Remittance address:

First Class Mail:

Hyster-Yale Materials Handling, Inc.
c/o Bank of America Lockbox Services
P.O. Box 74008435
Chicago, IL 60674-8435

Electronic Funds Transfer:

Bank of America
100 West 33rd Street
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Approve Purchase - Bowie Hydro Seeder - Ramy Turf Products - \$42,200.00

SYNOPSIS:

Included in the 2024-2025 fiscal year Capital Equipment budget are funds to replace the Parks Division Hydro Seeder. The hydro seeder is used to quickly establish new native vegetation and turf lawns, while preventing erosion on hillside slopes and stream banks. Please see breakdown of three quotations received.

Ramy Turf Products: \$42,200.00

Midwest Underground: \$45,990.00

Road Builders Machinery: \$49,500.00

Staff recommends City Council approval of Bowie Hydro Seeder replacement to Ramy Turf Products-\$42,200.00

Attachments:

1. Hydro Seeder, Ramy Turf Products \$42,200.00



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: December 12, 2024

RE: Approve Purchase - Replacement of Fire Engine 320 - Reliant Fire Apparatus - \$970,072.00

SYNOPSIS:

The Fire Department is requesting to purchase the replacement for our current Engine 320. This purchase has been outlined in the current and adopted CEP for the Fire Department. The current Engine 320 is a 2011 and has a replacement of 15 years, putting the replacement in 2026. The current lead times for apparatus is anywhere from 36 to 48 months. The price quoted from Reliant will be a locked in price and is not subject to change unless we make any by the Fire Department.

Attachments:

1. Proposal Option List Final 11-1-24
2. Iowa Sales Tax Exemption Certificate Blank
3. Clive Pierce Enforcer Pumper Final 11-1-24
4. Reliant - Pierce Clive Contract 11.17.2024
5. Reliant Proposal Pricing Letter 11-1-24
6. 1-FRET FORM



Option List

11/1/2024

Customer: Clive Fire Department
Representative Blum, Bruce
Organization: Reliant Fire Apparatus, Inc
Requirements Manager:
Description: Clive Pierce Enforcer Pumper
Body: Pumper, Long, Aluminum, 2nd Gen
Chassis: Enforcer Chassis

Bid Number: 801
Job Number:
Number of Units: 1
Bid Date: 07/31/2024
Stock Number:
Price Level: 51 (Current: 51)
Lane: Lane 1

Line	Option	Type	Option Description	Qty
1	0766611		Pumper Boiler Plate	1
			Fire Department/Customer - Clive Fire Department	
			Operating/In conjunction W-Service Center - Operating	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 5	
			Bidder/Sales Organization - Reliant Fire Apparatus, Inc.	
			Delivery - qualified fire personnel	
			Dealership/Sales Organization, Service - Reliant Fire Apparatus, Inc.	
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck - Pre-Approval at Bid - Approved Option Will Be Required at Booking	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0537375		Unit of Measure, US Gallons	1
13	0030006		Not Requested	1
14	0816569		P-Bond, Not Requested, PPI	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0649754		Enforcer Chassis	1
18	0000110		Wheelbase	1
			Wheelbase - 211"	
19	0000070		GVW Rating	1
			GVW rating - 46,500	
20	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
21	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
22	0630705		19,500 lb TAK-4 Axle	1
23	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0765282		Tires, Front, Michelin, XZU S2, 315/80R22.50, 20 ply LRL, Fire Service Speed Rtnng	1
27	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
28	0640711		27,000 lb Dana Axle	1
29	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
30	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
31	0000485		Oil Seals, Rear Axle	1
32	0809700		Tires, Rear, Michelin, XDN2 Grip, 315/80R22.50, LRL, Single	1
33	0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0801909		Lug Nut, Covers, Chrome	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38	0531133		Axle Hub Covers, Rear, S/S, High Hat, Real Wheel (Pair)	1
39	0002045		Mud Flap, Front and Rear, Pierce Logo	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	

Line	Option	Type	Option Description	Qty
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Forward	1
42	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0627930		Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer Paint Color, Air Tanks - Frame color	1
47	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, 10" Frame, Standen, SFR/Enf	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
50	0891350		Compressor, Air, Kussmaul 091-9B-4, 120V Brake System Location - behind driver's seat	1
51	0808535		Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Saber FR/Enforcer	1
52	0811409		Not Required, Engine Contingency Adjustment	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
55	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
56	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
57	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - 2.00" Past Rub Rail (Standard) Tip, Exhaust - Straight Tip (Standard)	1
58	0788765		Radiator, Saber FR/Enforcer	1
59	0001090		Cooling Hoses, Rubber	1
60	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
61	0001129		Lines, Fuel	1
62	0595087		DEF Tank, 4.5 Gallon, LS Fill, Forward of Rear Axle Door, Material & Finish, DEF Tank - Polished Stainless	1
63	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
64	0552712		Not Required, Shutoff Valve, Fuel Line	1
65	0699437		Cooler, Chassis Fuel, Not Req'd.	1
66	0690880		No Selection Required From This Category	1
67	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
68	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
69	0684459		Transmission Oil Cooler, Modine, External	1
70	0001370		Driveline, Spicer 1710	1
71	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
72	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
73	0690274		Logo and Emblem on Dash Text, Row (1) One - Clive Text, Row (2) Two - Fire Text, Row (3) Three - Department	1
74	0012246		22" Stainless Steel Bumper	1
75	0637803		Tray, Hose, Center, 22" Bumper, Outside Air Horns, 13" Deep, 10" Below/3" Above Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
76	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched Location - with the side with the discharge Stay arm, Tray Cover - b) Pneumatic Stay Arm	1
77	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
78	0002270		Tow Hooks, Chrome	1
79	0648332		7010 Enforcer Cab	1
80	0647919		Engine Tunnel, ISL, Spray Insulation, Saber FR/Enforcer	1
81	0887601		Cab Insulation, Enforcer/Saber FR	1
82	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1

Line	Option	Type	Option Description	Qty
83	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
84	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
85	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
86	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
87	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
88	0087357		Molding, Chrome on Side of Cab	1
89	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
90	0648170		Half Height Door	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
91	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
92	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer	1
93	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
94	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
95	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
96	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
97	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
98	0012090		Not Required, Windows, Front/Side of raised roof	1
99	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
100	0898689		Compt, Saddle, Transverse C/C, Dbl Pan, 70" SFR/Enf	1
			Light, Short Transverse Compt - Pierce, Hinged Side	
			Louvers - no louvers	
			Scuffplate, Material/Finish - S/S, Polished	
			Finish, Cab Compt/Component - Spatter Gray	
			Door, Cab Exterior Cabinet - Double Pan, (2), Non-Locking	
			Door, Exterior Stop - 2-Web Strap	
			Door, Cab Interior Cabinet - Lap, Drop, S/S, (2) Lever, Non-Locking	
101	0655880		Tubes, (4) Pike Pole, (2) Each Side, Storage, Transverse Compartment	1
			Pike Pole Make and Model - TBD	
102	0722796		Dash, Poly, Saber FR/Enforcer	1
103	0658077		Mounting Provisions, 3/16" Alum, Engine Tunnel, Size Feature	1
			Location - engine tunnel	
			Size - to cover the engine tunnel	
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
104	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
105	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
106	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
107	0891411		HVAC, Heavy-Duty, Enforcer, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
108	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - No Retention	
109	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
110	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
111	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
112	0583042		Side Roll and Frontal Impact Protection	1
113	0622617		Seating Capacity, 6 Belted Seats	1
114	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
115	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1

Line	Option	Type	Option Description	Qty
116	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch	
117	0635973		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
118	0102783		Not Required, Seat, Rr Facing C/C, Center	1
119	0635969		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
120	0632948		Seat, Fwd Fcng C/C, LS Otbrd, Pierce PSV, Hi-Back, Foldup, Safety, SECONDARY, SFR/Enf	1
121	0819957		Cabinet, Fwd Fcng, Ctr, 32 W x 50 H x 18 D, Roll, SFR/Enf	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip	
			Door, Cab Interior Cabinet - Rollup, Amdor, White, Non-Locking	
			Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
122	0632582		Seat, Fwd Fcng C/C, RS Otbrd, Pierce PSV, Hi-Back, Foldup, Safety, SECONDARY, Enf	1
123	0566653		Upholstery, Seats In Cab, Turnout Tuff	1
			Color, Cab Interior Vinyl/Fabric - c) Black	
124	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
125	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
126	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
127	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
128	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
129	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1
			Emergency Switching - Individual Switches	
130	0002544		Air Restriction Indicator - Pierce Chassis	1
131	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
132	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
133	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
134	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
			Location, Wiper Control - Standard Location	
135	0821263		NFPA 2024	1
			12vdc power from - Battery direct	
			Location - inside EMS cabinet	
136	0821441		Wiring, Spare, 4.8 A 12V DC, USB Kussmaul 091-219-5 Sw Pnl Batt Dir NFPA1900/ULC	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - officer side dash	
137	0820894		NFPA 2024	1
			Location, Wiring - Officer Dash	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
138	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
139	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
140	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
141	0802146		Intercom, David Clark, Up to 8 Wireless	1
			Location - officer side	
142	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - officer side	
143	0690646		Headset, David Clark w/ Wireless Radio Belt Station, Under Helmet	6
			Qty, - 06	
			Location - Driver, officer, left rear facing, right rear facing, left forward facing, and right forward facing seats	

Line	Option	Type	Option Description	Qty
144	0819255		Hangers For Headsets, NFPA/ULC 2024, Each Qty, - 06 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrdr Fcng Seat, DS Outbrd, Rear Fcng Seat, PS Outbrd, Fwrdr Fcng Seat and PS Outbrd, Rear Fcng Seat	6
145	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
146	0808099		Camera, Pierce, 7" HD, R, Camera, AHD Color - 4) white Location, Camera Monitor - Driver Side Dash	1
147	0814831		Not Required, Camera Switcher	1
148	0683718		Recess, Rear Vision Camera Into Lightstick Housing	1
149	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
150	0624256		Hard Wired Electrical System	1
151	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
152	0008621		Battery System, Single Start, All Custom Chassis	1
153	0002698		Battery Compartment, Saber/Enforcer	1
154	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
155	0814869		Location, Cab, Charger, Behind Driver Seat	1
156	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
157	0814872		Location, Cab, Ind/Remote, Display Through Window Behind Driver Seat	1
158	0507624		Shoreline, 30A 120V, Kussmaul Auto Eject, 091-159-30-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Connection, Shoreline - battery charger	1
159	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
160	0764491		Alternator, 420 amp, Leece-Neville BLP4003	1
161	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
162	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
163	0802935		Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf Color, Lens, LED's - Clear Color, Q Bezel and Trim - Polished Chrome Flash Pattern, Directional Lts - Steady On (Arrow)	1
164	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
165	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
166	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
167	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
168	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Clear Flash Pattern, Directional Lts - Steady On (Arrow)	1
169	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
170	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
171	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
172	0589905		Alarm, Back-up Warning, PRECO 1040	1
173	0626588		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr	1
174	0617901		Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1
175	0626579		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
176	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
177	0685635		Bracket, Alum. Painted, 12V Surface Mounted Flood Lights, Top of Body Comp, Each Location - 2 each side top of body side sheet Qty, - 04	4
178	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS	1

Line	Option	Type	Option Description	Qty
178			Scene Light Optics - Flood/Spot	
179	0768059		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	1
			Location - right side of cab above crew window	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS	
180	0768061		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	1
			Location - left side of cab above crew window	
			Qty, - 01	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS	
181	0763610		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st	2
			Location - left body side, forward and rearward corners	
			Qty, - 02	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS	
182	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st	2
			Location - body rear, upper corners	
			Qty, - 02	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS and Body Switch, DS Rear SS	
183	0763608		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd	2
			Location - right body side, forward and rearward corners	
			Qty, - 02	
			Color, Wln Lt Housing - Chrome Cover	
			Control, Scene Lts - Cab Sw Panel DS	
184	0689891		Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights	1
			Switch, Scene Lt Cntrl - hh)switch at rear in SS Cup	
185	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear SS	
186	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
187	0709438		Lights, Walk Surf, FRP Flood, LED	1
188	0060016		161" & 171" Long Custom	1
189	0554271		Body Skirt Height, 20"	1
190	0003319		Tank, Water, 500 Gallon, Poly, Pumper Long w/Full Depth Compt	1
191	0003405		Overflow, 4.00" Water Tank, Poly	1
192	0028107		Not Required, Foam Cell Modification	1
193	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
194	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
195	0003429		Not Required, Direct Tank Fill	1
196	0003424		Not Required, Dump Valve	1
197	0048710		Not Required, Jet Assist	1
198	0030007		Not Required, Dump Valve Chute	1
199	0514778		Not Required, Switch, Tank Dump Master	1
200	0126633		Standard Hose Bed	1
201	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
202	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 650' of 5" LDH	
			600' of 2.5" DJ Hose	
			250" of 2.5" DJ Hose with 2.5" Hose with gated wye and 100' of 1.75" DJ Hose	
203	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
204	0807438		Hose Restraint, Hose Bed, Vinyl, Top, Separate From Rear	1
			Color, Vinyl Cover - c) black	
			Fastener, Top Restraint, Front - Awning Rail (Aluminum Retainer)	
			Fastener, Top Restraint, Sides - StayPut Shock Cord Loop Pull Tab	
			Fastener, Top Restraint, Rear - Bungee Cord and Hook	
205	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - Velcro Straps/Footman Loops	
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
206	0010133		Cross-Divider, Hose Bed	1

Line	Option	Type	Option Description	Qty
207	0013512		Running Boards, 12.75" Deep	1
208	0689621		Tailboard, 16" Deep	1
209	0818176		Wall, Rear, Smooth Aluminum/Body Material, 16" Inset	1
			Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	
210	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
211	0895820		Construction, Compt, Alum, 2G Pumper	1
212	0083691		161" Rollup FH/FD Front & Rear	1
213	0812780		RS 161" Rollup, Full Height & Depth Front & Rear, Built Into Body	1
214	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
215	0013671		30.75" FF Rollup Rear Compt	1
216	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
217	0554995		No Body Modification Required	1
218	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	7
			Qty, Door Accessory - 07	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
219	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
220	0687146		Shelf Tracks, Painted	5
			Qty, Shelf Track - 05	
			Location, Shelf Track - LS1, LS3, RS1, RS3 and B1	
221	0600350		500 lb Adjustable Shelf	10
			Qty, Shelf - 10	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - * Locations To Be Determined At A	
			Later Date	
222	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS3-Centered	
			Material Finish, Tray - Painted - Spatter Gray	
223	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - LS2-Centered	
			Material Finish, Tray - Painted - Spatter Gray	
224	0667235		Cable, Single Hand Operation, Tilt/Slide Out, Utility Trays	1
			Location - LS2 compartment	
			Qty, Tray (slide-out) - 01	
225	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	3
			Qty, - 03	
			Location, Tray Slide-Out, Floor Mounted - RS1, LS1 and B1	
			Material Finish, Tray - Painted - Spatter Gray	
226	0540317		Toolboard, Swing-out, Alum, .188", Peg Board	1
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Adjustable Frt-back	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - RS2 - Full Height/Width	
227	0560829		Toolboard, Slide-out, Alum, .188", Peg Board, Slides on Top and Bottom	1
			Finish - Painted, Compt Interior, Spatter Gray	
			location - LS3 compartment	
			Qty - 1	
			Mounting, Toolboard - Adjustable side-side	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
228	0726439		Partition, "L" Shaped in Compartment	1
			Qty, Partition - 01	
			Location - LS1 compartment	
			Material Finish, Partition - Painted - Spatter Gray	
229	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1

Line	Option	Type	Option Description	Qty
230	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted Aluminum Lower Body	
231	0519849		Not Required, Hose, Hard Suction	1
232	0626229		Handrails, Side Pump Panels, Per Print	1
233	0004126		Handrails, Beavertail, Standard	1
234	0004146		Handrail, Rear, Below Hose Bed, Full Width	1
235	0657651		Compt, Air Bottle, Double, Fender Panel	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Brushed	
			Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Chrome Raised	
			Insert, Air Bottle Compt - Rubber Matting	
236	0004224		Ladder, 28' Duo-Safety 1200-A 2-Sect	1
237	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
238	0812656		Ladders Built Into Body RS RPH	1
			Door, Material & Finish, Ladder Storage - smooth aluminum	
			Latch, Door Ladder Storage - D-Handle latch	
			Hinge Location - Inboard	
239	0733387		Ladder, 10' Duo-Safety Folding 585A	1
240	0806093	SP	Compt w/Door, Stokes Basket Storage, Over Pump, Full Width	1
			Door, Material & Finish, Storage - Painted Aluminum	
			Latch, Door, Storage - "D" Handle Latch, Pair	
			Hinge Location - Forward	
			Location, BB/Stokes/Long Tool Storage Over Pump - Forward, Crosslays	
			Access, Backboard/Stokes/Long Tool Compt - Both	
			Size, Stokes Basket, Predefined - 84"L x 25"W x 9"H	
241	0004349		Pike Pole, 10' DUO Safety, Fiberglass	1
			Location - in ladder storage	
			Qty, Pike Poles - 1	
242	0636805		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End	1
			Qty, - 01	
243	0760175		Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage	2
			Qty, Pike Poles - 2	
			Location, Left Side, Right Side - Right Side	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
244	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	1
			Qty, - 01	
			Location - in ladder storage	
245	0816611		Tube, Pike Pole 6', Built Into Body Ladder Storage	1
			Qty, Pike Poles - 1	
			Location, Left Side, Right Side - Right Side	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
246	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - black	
			Location, Steps - Full Height Left Side w/LED Light	
247	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - black	
248	0007545		45" Control Zone Side Mount	1
249	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
250	0004425		1500 GPM CSU Waterous	1
251	0004482		Seal, Mechanical, Waterous	1
252	0816447		Trans, Pump, Waterous C22 Series	1
253	0635600		Pumping Mode, Stationary Only	1
254	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
255	0003148		Transmission Lock-up, EVS	1
256	0004547		Auxiliary Cooling System	1
257	0014486		Not Required, Transfer Valve, Single Stage Pump	1
258	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	

Line	Option	Type	Option Description	Qty
259	0826104		Controller, Pressure, FRC, Pump Boss Max, PBA500	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - Pressure Setting	
			Pressure Governor Std/Metric - Standard psi readouts	
			Pressure Governor Transducer - Single 600 PSI	
			Pressure Governor Alarm - NOT BE an additional alarm provided	
260	0072153		Primer, Trident, Air Prime, Air Operated	1
261	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
262	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
263	0089437		Plumbing Without Foam System	1
264	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
265	0014650		Pump Suction Tube(s), Short, All	1
266	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
267	0084610		Valves, Akron 8000 series- All	1
268	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
269	0004700		Control, Inlet, at Valve	1
270	0004660		Inlet (1), Left Side, 2.50"	1
271	0029147		Not Required, Inlet, Right Side	1
272	0092569		No Rear Inlet (Large Dia) Requested	1
273	0064116		No Rear Inlet Actuation Required	1
274	0092696		Not Required, Cap, Rear Inlet	1
275	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
276	0092568		No Rear Auxiliary Inlet Requested	1
277	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
278	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
279	0004905		Outlet, Tank Fill, 1.50"	1
280	0820189		Control, Outlets, Manual, Pierce HW if applicable	1
281	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
282	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
283	0092570		Not Required, Outlets, Left Side Additional	1
284	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
285	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
286	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
287	0092571		Not Required, Outlets, Right Side Additional	1
288	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
289	0816625		Outlet, Large Diameter, Right Side, Akron Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
290	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
291	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of left bumper	
292	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
293	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
294	0044930		Outlet, Rear, 2.50", Additional	1
			Location - in hose bed, exact location to be determined	
			Qty, Discharges - 01	
295	0820231		Elbow, Additional Rear, 2.50" Outlets, Provided by Fire Department, NFPA 2024	1
296	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
297	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
298	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
299	0820280		Outlet, 3.00" Deluge Riser	1
300	0095958		Deluge Outlet, Special Height/Location	1
			Fill in Blank - lowered and extended forward	

Line	Option	Type	Option Description	Qty
301	0543608		Monitor, Akron 3433 Hi-Riser and (2) 2.5" Inlet Grd Base	1
			Monitor Finish - Painted by OEM	
302	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
303	0026604		Deluge Mount, Bolt Flange, Reinforced for Hi-Riser/DeckMaster	1
304	0723726		Speedlay Module Not Required	1
305	0722432		Hose Restraint Not Required, No Speedlay Module	1
306	0723395		Speedlays, Not Required	1
307	0723394		Speedlays, Not Required	1
308	0025140		No Crosslays	1
309	0615602	SP	Crosslays Sngl Sheet Unpainted, (1) 2.50" Special Cap	1
			Capacity, Special Xlay - 200' of double stack 2.5", 10" wide with nozzle	
310	0751312		Hose Restraint, Crosslays, Vinyl, (2) Seat Belt Buckle, Tether Release	1
			Color, Vinyl Cover - c) black	
			Color, Strap - Orange	
			Release, Seat Belt Buckle - Bar	
311	0806044	SP	Speed, (2) 1.5" W/ Poly Tray, Side/Top Mount, Special Cap Each, Full Width	1
			Capacity, Special Xlay - 200'	
			Capacity, Special Speedlay FITB - 200'	
312	0752403		Hose Restr, Spdly, 2"Nylon Web, Bottom Anchored	1
			Fastener, Hose Restraint - 2.00" Cam Buckle	
313	0806057	SP	Compt Under Speedlay, Smooth Aluminum, Painted, LS	1
			Latch, Door, Storage - "D" Handle Latch	
314	0806058	SP	Compt Under Speedlay, Smooth Aluminum, Painted, RS	1
			Latch, Door, Storage - "D" Handle Latch	
315	0501265		Tray(s), Black Poly, Additional, Specify Size	2
			Qty, - 02	
			Size - to match what is currently built for the truck	
316	0044333		Foam System Not Required	1
317	0012126		Not Required, CAF Compressor	1
318	0552517		Not Required, Refill, Foam Tank	1
319	0042573		Not Required, Foam System Demonstration	1
320	0045465		Not Required, Foam Tanks	1
321	0091110		Not Required, Foam Tank Drain	1
322	0091079		Not Required, Foam Tank #2	1
323	0091112		Not Required, Foam Tank #2 Drain	1
324	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 01	
325	0032479		Pump Panel Configuration, Control Zone	1
326	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
327	0721765		Panel, Pump Access - Right Side Only, Side Control	1
			Latch, Pump Panel Access, Side Mount - Swell Latch, Black	
328	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
329	0586382		Gauges, Engine, Included With Pressure Controller	1
330	0005601		Throttle, Engine, Incl'd w/Press Controller	1
331	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
332	0549333		Indicators, Engine, Included with Pressure Controller	1
333	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
334	0069390		Control, Air Horn At Pmp Pnl, Red Button	1
335	0692286		Cold Climate Package, Pump House, Level 2	1
336	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
337	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
338	0757359		Gauge, Water Level, Class 1, Pierce Std, Remote Module Driver	1
			Activation, Water Level G - pb) parking brake is applied	
339	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
340	0006774		Not Required, Foam Level Gauge	1

Line	Option	Type	Option Description	Qty
341	0593161		Light Shield, S/S LED	1
342	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
343	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
344	0757092		Control, Air Horn, Multi Select	1
345	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Plastic Coated Braided Cable	
346	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Plastic Coated Braided Cable	
347	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
348	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR	1
			Location, Electronic Siren - switch panel # 7	
349	0076156		Control, Elec Siren, Head Only	1
350	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
351	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
352	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
353	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
354	0748305		Control, Mech Siren, Multi Select	1
355	0729537		Control Mech Siren, Rocker Momentary On, Brake RS	1
356	0748280		Control Mech Siren, Horn Ring	1
357	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
358	0734625		Control, Warning Lt Intensity, Wln, Photocell, Prk Brk	1
359	0825612	SP	Lightbar, Wln, Freedom IV-D, 81", RRRR_R_R_WW_B_B_BBBB, Lw Int	1
			Filter, Whl Freedom Ltbrs - No Filters	
360	0016380		No Additional Lights Req'd, Side Zone Upper	1
361	0745392		Lights, Front Zone, Wln M6** LED, in Common Bzl, Lw Int	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Blue	
362	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
363	0806203	SP	Lights, Side Zone Lower, Wln M6*C LED, Clear Lens, 3pr, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Blue	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Rear Fender Panel	
364	0739872	SP	Lights, Rear Zn Lwr, Wln M6*, For Tail Lt Housing, Lw Int	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - b) PS Rear Lt Blue	
365	0738592		Light, Rear Zone Up, Wln MCFLED2*, 1Red, 1Blue, Clear lens	1
			Color, Lens, LED's - c)clear	
			Color, Lt, Rear Upper DS - Red	
			Color, Lt, Rear Upper PS - Blue	
366	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
367	0016610		Mtg, Rear Warn Lts, Std Mt, S/S Brkts	1
			Material, Bracket - Polished S/S	
368	0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Aux Flash with Emergency Master	
369	0551728		Location, TDL, Recessed with S/S Trim	1
370	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
371	0815348		Receptacle Strip, 20A 120V 6-Place 36", 6" Centers, Plugmold, Interior Cab, HW	2
			Qty, - 02	
			Location 1 - one on the rear of engine tunnel and one in the EMS cabinet	
			AC Power Source - Shoreline	
372	0815350		Receptacle Strip, 20A 120V 6-Place 36", 6" Centers, Plugmold, Interior Body, HW	1
			Qty, - 01	
			Location 1 - RS1 compartment	
			AC Power Source - Shoreline	

Line	Option	Type	Option Description	Qty
373	0519934		Not Required, Brand, Hydraulic Tool System	1
374	0649753		Not Required, PTO Driven Hydraulic Tool System	1
375	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
376	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
377	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
378	0027023		No Strainer Required	1
379	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
380	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
381	0816998		Axe, Flathead, Provided by Fire Department	1
382	0817000		Axe, Pickhead, Provided by Fire Department	1
383	0741569		Paint Process / Environmental Requirements, Appleton	1
384	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #10 White	
			Shield, Cab - Standard Shield	
			Paint Color, Lower Area, Predefined - #90 Red	
			Paint Break, Cab - Standard Two-Tone Cab Break	
385	0709845		Single Color Body Paint	1
			Paint, Body - Match Lower Cab	
386	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
387	0693797		No Paint Required, Aluminum Front Wheels	1
388	0693792		No Paint Required, Aluminum Rear Wheels	1
389	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
390	0007230		Compartment, Painted, Spatter Gray	1
391	0544087		Reflective Band, 6"	1
			Color, Reflect Band - A - a) white	
392	0007356		Reflective across Cab Face	1
393	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
394	0079341		Jog, In Reflective Stripe "Hockey Stick"	1
			Qty, - 01	
395	0679883		Stripe, Printed Effect Gold Leaf Outline Above & Below Reflective Band	1
396	0017359		Stripe, Black Outline, Vinyl on Reflective Band	4
			Qty, - 04	
397	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
398	0027372		Lettering Specifications, (GOLD STAR Process)	1
399	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
400	0686256		Lettering, Gold Leaf, 4.00", Each	10
			Qty, Lettering - 10	
			Outline, Lettering - Outline and Shade	
401	0682714		Holder, Number Plate, Painted, S/S	4
			Location - TBD	
			Qty, - 04	
			Size - 6 1/4" x 9" wide	
402	0684134		Emblem, Monogram w/Scrolling, Sign Gold, 18"-20", Pair	1
			Qty, - 01	
			Location, Emblem - behind crew cab doors	
403	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
404	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
405	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
406	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
407	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
408	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
409	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
410	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
411	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1

Line	Option	Type	Option Description	Qty
412	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
413	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
414	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
415	0695416		Warranty, Pierce Camera System, WA0188	1
416	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
417	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
418	0685945		Warranty, Transmission Cooler, WA0216	1
419	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
420	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
421	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
422	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
423	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
424	0641372		Warranty, Foam System, Not Available	1
425	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
426	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
427	0819254		Certification, Vehicle Stability, CD0196	1
428	0808582		Certification, Engine Installation, Saber FR/Enf, Cummins X10, 2027	1
429	0686786		Certification, Power Steering, CD0098	1
430	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
431	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
432	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
433	0556828		Certification, Electric Window, Not Available	1
434	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
435	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
436	0545073		Amp Draw Report, NFPA Current Edition	1
437	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
438	0799248		Appleton/Florida BTO	1
439	0000018		PUMPER, 2ND GEN	1
440	0000012		PIERCE CHASSIS	1
441	0004713		ENGINE, OTHER	1
442	0046395		EVS 3000 Series TRANSMISSION	1
443	0020011		WATEROUS PUMP	1
444	0020009		POLY TANK	1
445	0028047		NO FOAM SYSTEM	1
446	0020006		SIDE CONTROL	1
447	0020007		AKRON VALVES	1
448	0020015		ABS SYSTEM	1
449	0658751		PUMPER BASE	1

This document is to be completed by a purchaser when claiming exemption from sales/use tax. Certificates are valid for up to three years.

Purchaser Name _____

Seller Name Reliant Fire Apparatus, Inc.

Address _____

Address 880 Enterprise Drive

City _____ State _____ ZIP _____

City Slinger State WI ZIP 53086

General Nature of Business _____

Telephone Number _____

Purchaser is doing business as:

Retailer ☐

Sales Tax Permit Number (if required) _____

Retailer Car Dealer ☐

Enter your DOT number _____

Governmental Agency (including public schools) ☐

Wholesaler ☐ Farmer ☐ Lessor ☐

Manufacturer ☐ Nonprofit Hospital ☐

Private Nonprofit Educational Institution ☐

Qualifying Residential Care Facility ☐

Nonprofit Museum ☐

Other ☒ Municipal Government

Purchaser is claiming exemption for the following reason:

Resale ☐ Leasing ☐ Processing ☐

Qualifying Farm Machinery/Equipment ☐

Qualifying Farm Replacement Parts ☐

Qualifying Manufacturing Machinery/Equipment ☐

Research and Development Equipment ☐

Pollution Control Equipment ☐

Recycling Equipment ☐

Qualifying Computer ☐

Qualifying Replacement Parts/Supplies
(Manufacturing, R&D, Pollution Control, Recycling,
Computer) ☐

Direct Pay ☐ (permit number required) _____

Other ☒ Municipal Government

Description of Purchase (Attach additional information if necessary) Fire Apparatus,

Equipment and parts

Under penalty of perjury, I swear or affirm that the information on this form is true and correct.

Signature of Purchaser _____ Title _____ Date ____/____/____

Seller: Keep this certificate in your files.

Purchaser: Keep a copy of this certificate for your records.

Do not send to the Iowa Department of Revenue.

Proposal for **Clive Fire Department**

Prepared by Bruce Blum **Reliant Fire Apparatus, Inc**

11/01/2024



PERFORM. LIKE NO OTHER.™

Reliant Fire Apparatus, Inc. is pleased to submit a proposal to Clive Fire Department for a **Pierce® triple combination pumper** per your request for quotation. The following paragraphs will describe in detail the apparatus, construction methods, and equipment proposed. This proposal will indicate size, type, model and make of components parts and equipment, providing proof of compliance with each and every item (except where noted) in the departments advertised specifications.

PIERCE MANUFACTURING was founded in 1913. Since then, we have been building bodies with one philosophy, "BUILD THE FINEST". Our skilled craftsmen take pride in their work, which is reflected, in the final product. We have been building fire apparatus since the early "forties" giving Pierce Manufacturing over 75 years of experience in the fire apparatus market. Pierce Manufacturing has built and put into service more than 62,500 apparatus, including more than 33,900 on Pierce custom chassis designed and built specifically for fire and emergency applications. Our Appleton, Wisconsin facility has over 870,000 total square feet of floor space situated on approximately 105 acres of land. Our Bradenton, Florida facility has 300,000 square feet of floor space situated on approximately 38 acres of land.

Our beliefs in high ethical standards are carried through in all of our commitments and to everyone with whom we do business. Honesty, Integrity, Accountability and Citizenship are global tenets by which we all live and work. Consequently, we neither engage in, nor have we ever been convicted of price fixing, bid rigging, or collusion in any domestic or international fire apparatus market.

Pierce has only one brand of fire apparatus "Pierce", ensuring you are receiving top of the line product that meets your specification.

In accordance with the current edition of applicable NFPA standards, this proposal will specify whether the fire department, manufacturer, or apparatus dealership will provide required loose equipment.

Images and illustrative material in this proposal are as accurate as known at the time of publication, but are subject to change without notice. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

GENERAL DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the custom cab, chassis, pump module and body will be entirely designed, assembled/welded and painted in Pierce owned manufacturing facilities. This includes, but not limited to the cab weldment, the pumphouse module assembly, the chassis assembly, the body and the electrical system.

QUALITY AND WORKMANSHIP

Pierce has set the pace for quality and workmanship in the fire apparatus field. Our tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning and we demonstrate that ongoing commitment by: Ensuring all steel welding follows American Welding Society D1.1-2004 recommendations for structural steel welding. All aluminum welding follows American Welding society and ANSI D1.2-2003 requirements for structural welding of aluminum. All sheet metal welding follows American welding Society B2.1-2000 requirements for structural welding of sheet metal. Our flux core arc welding uses alloy rods, type 7000 and is performed to American Welding Society standards A5.20-E70T1.

Furthermore, all employees classified as welders are tested and certified to meet the American welding Society codes upon hire and every three (3) years thereafter. Pierce also employs an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

Pierce Manufacturing operates a Quality Management System under the requirements of ISO 9001. These standards sponsored by the International Organization for Standardization (ISO) specify the quality systems that are established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance is included with this proposal.

In addition to the Quality Management system, we also employ a Quality Achievement Supplier program to ensure the vendors and suppliers that we utilize meet the high standards we demand. That is just part of our overall "Quality at the Source" program at Pierce.

To demonstrate the quality of our products and services, a list of at least five (5) fire departments/municipalities that have purchased vehicles for a second time is provided.

DELIVERY

The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. qualified fire personnel

MANUAL AND SERVICE INFORMATION

At time of delivery, complete operation and maintenance manuals covering the apparatus will be provided. A permanent plate will be mounted in the driver's compartment specifying the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

SAFETY VIDEO

At the time of delivery Pierce will also provide one (1) 39-minute, professionally produced apparatus safety video, in DVD format. A link to the video is also available on the Pierce Training website. This video will address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus, including the following: vehicle pre-trip inspection, chassis operation, pump operation, aerial operation, and safety during maintenance.

PERFORMANCE TESTS

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power, nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus will meet the current edition of applicable NFPA standards acceleration and braking requirements.

SERVICE AND WARRANTY SUPPORT

Pierce dealership support will be provided by Reliant Fire Apparatus, Inc. by operating a Pierce authorized service center. The service center will have factory-trained mechanics on staff versed in Pierce fire apparatus. The service facility will be located within twenty five (25) miles of the fire department.

In addition to the dealership, Pierce has service facilities located in both, Weyauwega, Wisconsin and Bradenton, Florida. Pierce also maintains a dedicated parts facility of over 100,000 square feet in Appleton, Wisconsin. The parts facility stocks in excess of \$5,000,000 in parts dedicated to service and replacement parts. The parts facility employs a staff dedicated solely for the distribution and shipment of service and replacement parts.

Service parts for the apparatus being proposed can be found via Pierceparts.com which, is an interactive online tool that delivers information regarding your specific apparatus as well as the opportunity to register for training classes.

As a Pierce customer you have the ability to view the complete bill of materials for your specific apparatus, including assembly drawings, piece part drawings, and beneficial parts notations. You will also have the ability to search the complete Pierce item master through a parts search function which offers all Pierce SKU's and descriptions offered on all Pierce apparatus. Published component catalogs, which include proprietary systems along with an extensive operator's manual library is available for easy reference.

Pierce Manufacturing maintains a dedicated service and warranty staff of over 35 personnel, dedicated to customer support, which also maintains a 24 hour 7 day a week toll free hot line, four (4) on staff EVTs, and offers hands-on repair and maintenance training classes multiple times a year.

LIABILITY

The successful bidder will defend any and all suits and assume all liability for the use of any patented process including any device or article forming a part of the apparatus or any appliance furnished under the contract.

INSURANCE PROVIDED BY BIDDER

Commercial General Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form and will include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy will include Owner as an additional insured when required by written contract.

Commercial Automobile Liability Insurance

The successful bidder will, during the performance of the contract, keep in force at least the following minimum limits of commercial automobile liability insurance and coverage will be written on a Commercial Automobile liability form:

Each Accident Combined Single Limit:	\$1,000,000
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Umbrella/Excess Liability Insurance

The successful bidder will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Aggregate:	\$3,000,000
Each Occurrence:	\$3,000,000

The umbrella policy will be written on an occurrence basis and at a minimum provide excess to the bidder's General Liability and Automobile Liability policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Bidder agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as certificate holder.

INSURANCE PROVIDED BY MANUFACTURER

Product Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of Product Liability insurance:

Each Occurrence:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000

Coverage will be written on a Commercial General Liability form. The policy will be written on an occurrence form. The manufacturer's policy will include the owner as additional insured when required by written contract between the Owner and a Pierce authorized dealer.

Umbrella/Excess Liability Insurance

The manufacturer will, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence:	\$25,000,000
Aggregate:	\$25,000,000

The umbrella policy will be written on an occurrence basis and provide excess to the manufacturer's General Liability/Products policies.

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage will be provided by a carrier(s) rated A- or better by A.M. Best.

All policies will provide a 30-day notice of cancellation to the named insured. The Certificate of Insurance will provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Manufacturer agrees to furnish owner with a current Certificate of Insurance with the coverages listed above along with the bid. The certificate will show the purchaser as the certificate holder.

SINGLE SOURCE MANUFACTURER

Pierce Manufacturing, Inc. provides an integrated approach to the design and manufacture of our products that delivers superior apparatus and a dedicated support team. From our facilities, the chassis, cab weldment, cab, pumphouse (including the sheet metal enclosure, valve controls, piping and operators panel) and body will be entirely designed, tested, and hand assembled to the customer's exact specifications. The electrical system either hardwired or multiplexed, will be both designed and integrated by Pierce Manufacturing. The warranties relative to these major components (excluding component warranties such as engine, transmission, axles, pump, etc.) will be provided by Pierce as a single source manufacturer. Pierce's single source solution adds value by providing a fully engineered product that offers durability, reliability, maintainability, performance, and a high level of quality.

Your apparatus will be manufactured in Appleton, Wisconsin.

NFPA 2024 STANDARDS

This unit will comply with the NFPA standards effective January 1, 2024, except for fire department directed exceptions. These exceptions will be set forth in the Statement of Exceptions.

Certification of slip resistance of all stepping, standing and walking surfaces will be supplied with delivery of the apparatus.

All horizontal surfaces designated as a standing or walking surface that are greater than 48.00" above the ground must be defined by a 1.00" wide line along its outside perimeter.

Perimeter markings and designated access paths to destination points will be identified on the customer approval print and are shown as approximate. Actual location(s) will be determined based on materials used and actual conditions at final build. Access paths may pass through hose storage areas and opening or removal of covers or restraints may be required. Access paths may require the operation of devices and equipment such as the aerial device or ladder rack.

A plate that is highly visible to the driver while seated will be provided. This plate will show the overall height, length, and gross vehicle weight rating.

The manufacturer will have programs in place for training, proficiency testing and performance for any staff involved with certifications.

An official of the company will designate, in writing, who is qualified to witness and certify test results.

NFPA COMPLIANCY

Apparatus proposed by the bidder will meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of contract execution. Fire department's specifications that differ from NFPA specifications will be indicated in the proposal as "non-NFPA".

PUMP TEST

Underwriters Laboratory (UL) will test, approve, and certify the pump. The test results and the pump manufacturer's certification of hydrostatic test; the engine manufacturer's certified brake horsepower curve; and the pump manufacturer's record of pump construction details will be forwarded to the Fire Department.

GENERATOR TEST

If the unit has a generator, Underwriters Laboratory (UL) will test, approve, and certify the generator. The test results will be provided to the Fire Department at the time of delivery.

BREATHING AIR TEST

If the unit has breathing air, Pierce Manufacturing will draw an air sample from the air system and have the sample certified that the air quality meets the requirements of NFPA 1989, *Standard on Breathing Air Quality for Fire and Emergency Services Respiratory Protection*.

VEHICLE INSPECTION PROGRAM CERTIFICATION

To assure the vehicle is built to current NFPA 1900 standards, the apparatus, in its entirety, will be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus.

A placard will be affixed in the driver's side area stating the third party agency, the date, the standard and the certificate number of the whole vehicle audit.

BID BOND NOT REQUESTED

A bid bond will not be included. If requested, the following will apply:

All bidders will provide a bid bond as security for the bid in the form of a 5 percent bid bond to accompany their bid. This bid bond will be issued by a Surety Company who is listed on the U.S. Treasury Departments list of acceptable sureties as published in Department Circular 570. The bid bond will be issued by an authorized representative of the Surety Company and will be accompanied by a certified power of attorney dated on or before the date of bid. The bid bond will include language, which assures that the bidder/principal will give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract, including the Basic One (1) Year Limited Warranty, and for the prompt payment of labor and material furnished in the prosecution of the contract.

Notwithstanding any document or assertion to the contrary, any surety bond related to the sale of a vehicle will apply only to the Basic One (1) Year Limited Warranty for such vehicle. Any surety bond related to the sale of a vehicle will not apply to any other warranties that are included within this bid (OEM or otherwise) or to the warranties (if any) of any third party of any part, component, attachment or accessory that is incorporated into or attached to the vehicle. In the event of any contradiction or inconsistency between this provision and any other document or assertion, this provision will prevail.

PERFORMANCE BOND NOT REQUESTED

A performance bond will not be included. If requested at a later date, one will be provided to you for an additional cost and the following will apply:

The successful bidder will furnish a Performance and Payment bond (Bond) equal to 100 percent of the total contract amount within 30 days of the notice of award. Such Bond will be in a form acceptable to the Owner and issued by a surety company included within the Department of Treasury's Listing of Approved Sureties (Department Circular 570) with a minimum A.M. Best Financial Strength Rating of A and Size Category of XV. In the event of a bond issued by a surety of a lesser Size Category, a minimum Financial Strength rating of A+ is required.

Bidder and Bidder's surety agree that the Bond issued hereunder, whether expressly stated or not, also includes the surety's guarantee of the vehicle manufacturer's Bumper to Bumper warranty period included within this proposal. Owner agrees that the penal amount of this bond will be simultaneously amended to 25 percent of the total contract amount upon satisfactory acceptance and delivery of the vehicle(s) included herein. Notwithstanding anything contained within this contract to the contrary, the surety's liability for any warranties of any type will not exceed three (3) years from the date of such satisfactory acceptance and delivery, or the actual Bumper to Bumper warranty period, whichever is shorter.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

The seller will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

APPROVAL DRAWING

A drawing of the proposed apparatus will be prepared and provided to the purchaser for approval before construction begins. The Pierce sales representative will also be provided with a copy of the same drawing. The finalized and approved drawing will become part of the contract documents. This drawing will indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus will be prepared and submitted by Pierce to the purchaser showing any changes made to the approval drawing.

ELECTRICAL WIRING DIAGRAMS

Two (2) electrical wiring diagrams, prepared for the model of chassis and body, will be provided.

ENFORCER CHASSIS

The Pierce Enforcer™ is the custom chassis developed exclusively for the fire service. Chassis provided will be a new, tilt-type custom fire apparatus. The chassis will be manufactured in the apparatus body builder's facility eliminating any split responsibility. The chassis will be designed and manufactured for heavy-duty service, with adequate strength, capacity for the intended load to be sustained, and the type of service required. The chassis will be the manufacturer's first line tilt cab.

WHEELBASE

The wheelbase of the vehicle will be 211".

GVW RATING

The gross vehicle weight rating will be 46,500.

FRAME

The chassis frame will be built with two (2) steel channels bolted to five (5) cross members or more, depending on other options of the apparatus. The side rails will be heat-treated steel measuring 10.25" x 3.50" x 0.375".

Each rail will have a section modulus of 16.00 cubic inches, yield strength of 120,000 psi, and a resisting bending moment (rbm) of 1,921,069 inch-pounds.

FRAME REINFORCEMENT

A full-length mainframe "C" liner will be provided.

The liner will be an internal "C" design, heat-treated steel measuring 9.38" x 3.13" x 0.25". Each reinforcement member will have a section modulus of 3.90 cubic inches, yield strength of 120,000 psi and resisting bending moment (rbm) of 938,762 in-lb.

FRONT NON DRIVE AXLE

The Oshkosh TAK-4® front axle will be of the independent suspension design with a ground rating of 19,500 lb.

Upper and lower control arms will be used on each side of the axle. Upper control arm castings will be made of 100,000-psi yield strength 8630 steel and the lower control arm casting will be made of 55,000-psi yield ductile iron.

The center cross members and side plates will be constructed out of 80,000-psi yield strength steel.

Each control arm will be mounted to the center section using elastomer bushings. These rubber bushings will rotate on low friction plain bearings and be lubricated for life. Each bushing will also have a flange end to absorb longitudinal impact loads, reducing noise and vibrations.

There will be nine (9) grease fittings supplied, one (1) on each control arm pivot and one (1) on the steering gear extension.

The upper control arm will be shorter than the lower arm so that wheel end geometry provides positive camber when deflected below rated load and negative camber above rated load.

Camber at load will be zero degrees for optimum tire life.

The ball joint bearing will be of low friction design and be maintenance free.

Toe links that are adjustable for alignment of the wheel to the center of the chassis will be provided.

The wheel ends must have little to no bump steer when the chassis encounters a hole or obstacle.

The steering linkage will provide proper steering angles for the inside and outside wheel, based on the vehicle wheelbase.

The axle will have a turning angle of up to 45 degrees.

FRONT SUSPENSION

Front Oshkosh TAK-4™ independent suspension will be provided with a minimum ground rating of 19,500 lb.

The independent suspension system will be designed to provide maximum ride comfort. The design will allow the vehicle to travel at highway speeds over improved road surfaces and at moderate speeds over rough terrain with minimal transfer of road shock and vibration to the vehicle's crew compartment.

Each wheel will have torsion bar type spring. In addition, each front wheel end will also have energy absorbing jounce bumpers to prevent bottoming of the suspension.

The suspension design will be such that there is at least 10.00" of total wheel travel and a minimum of 3.75" before suspension bottoms.

The torsion bar anchor lock system allows for simple lean adjustments, without the use of shims. One can adjust for a lean within 15 minutes per side. Anchor adjustment design is such that it allows for ride height adjustment on each side.

The independent suspension was put through a durability test that simulated 140,000 miles of inner city driving.

FRONT SHOCK ABSORBERS

KONI heavy-duty telescoping shock absorbers will be provided on the front suspension.

FRONT OIL SEALS

Oil seals with viewing window will be provided on the front axle.

FRONT TIRES

The front tires will be Michelin 315/80R22.5 radials, 20 ply, load range L, all position XZU® S2 tread, rated for 20,000 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud, 11.25" bolt circle.

REAR AXLE

The rear axle will be a Dana, Model S26-190, with a capacity of 27,000 lb.

TOP SPEED OF VEHICLE

A rear axle ratio will be furnished to allow the vehicle to reach a top speed of 68 mph / 109 kph.

REAR SUSPENSION

The rear suspension will be Standens, semi-elliptical, 3.00" wide x 52.50" long, 12-leaf pack with a ground rating of 27,000 lb. The spring hangers will be castings.

The two (2) top leaves will wrap the forward spring hanger pin, and the rear of the spring will be a slipper style end that will ride in a rear slipper hanger.

A steel encased rubber bushing will be used in the spring eye. The steel encased rubber bushing will be maintenance free and require no lubrication.

REAR OIL SEALS

Oil seals will be provided on the rear axle(s).

REAR TIRES

Rear tires will be four (4) Michelin 315/80R22.50 radials, load range L, XDN2 Grip traction tread, rated for 33,080 lb maximum axle load and 75 mph maximum speed.

The tires will be mounted on Alcoa 22.50" x 9.00" polished aluminum disc wheels with a ten (10) stud 11.25" bolt circle.

TIRE BALANCE

All tires will be balanced with Counteract balancing beads. The beads will be inserted into the tire and eliminate the need for wheel weights.

TIRE PRESSURE MANAGEMENT

There will be a RealWheels LED AirSecure™ tire alert pressure management system provided, that will monitor each tire's pressure. A sensor will be provided on the valve stem of each tire for a total of six (6) tires.

The sensor will calibrate to the tire pressure when installed on the valve stem for pressures between 10 and 200 psi. The sensor will activate an integral battery operated LED when the pressure of that tire drops 5 to 8 psi.

Removing the cap from the sensor will indicate the functionality of the sensor and battery. If the sensor and battery are in working condition, the LED will immediately start to flash.

CHROME LUG NUT COVERS

Chrome lug nut covers will be supplied on front and rear wheels.

FRONT HUB COVERS

Stainless steel hub covers will be provided on the front axle. An oil level viewing window will be provided.

HUB COVERS (REAR)

A pair of stainless steel high hat hub covers will be provided on rear axle hubs. The covers will be manufactured by Real Wheels, Inc, and will come with the standard warranty.

MUD FLAPS

Mud flaps with a Pierce logo will be installed behind the front and rear wheels.

WHEEL CHOCKS

There will be one (1) pair of folding Ziamatic, Model SAC-44-E, aluminum alloy, Quick-Choc wheel blocks, with easy-grip handle provided.

Wheel Chock Brackets

There will be one (1) pair of Zico, Model SQCH-44-H, horizontal mounting wheel chock brackets provided for the Ziamatic, Model SAC-44-E, folding wheel chocks. The brackets will be made of aluminum and consist of a quick release spring loaded rod to hold the wheel chocks in place. The brackets will be mounted forward of the left side rear tire.

ELECTRONIC STABILITY CONTROL

A vehicle control system will be provided as an integral part of the ABS brake system from Meritor Wabco.

The system will monitor and update the lateral acceleration of the vehicle and compare it to a critical threshold where a side roll event may occur. If the critical threshold is met, the vehicle control system will automatically reduce engine RPM, engage the engine retarder (if equipped), and selectively apply brakes to the individual wheel ends of the front and rear axles to reduce the possibility of a side roll event.

The system will monitor directional stability through a lateral accelerometer, steer angle sensor and yaw rate sensor. If spinout or drift out is detected, the vehicle control system will selectively apply brakes to the individual wheel ends of the front and rear axles to bring the vehicle back to its intended direction.

ANTI-LOCK BRAKE SYSTEM

The vehicle will be equipped with a Wabco 4S4M, anti-lock braking system. The ABS will provide a four (4) channel anti-lock braking control on both the front and rear wheels.

A digitally controlled system that utilizes microprocessor technology will control the anti-lock braking system. Each wheel will be monitored by the system. When any wheel begins to lockup, a signal will be sent to the control unit. This control unit will then reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system will eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.

AUTOMATIC TRACTION CONTROL

An anti-slip feature will be included with the ABS. The Automatic Traction Control will be used for traction in poor road and weather conditions. The Automatic Traction Control will act as an electronic differential lock that will not allow a driving wheel to spin, thereby supplying traction at all times. The ABS electronic control unit (ECU) will work with the engine ECU, sharing information concerning wheel slip. Engine ECU will use information to control engine speed, allowing only as much throttle application as required for the available traction, regardless of how much the driver is asking for. An "off road traction" switch will be provided on the instrument panel. Activation of the switch will allow additional tire slip to let the truck climb out and get on top of deep snow or mud.

BRAKES

The service brake system will be full air type.

The front brakes will be Knorr/Bendix disc type with a 17.00" ventilated rotor for improved stopping distance.

The brake system will be certified, third party inspected, for improved stopping distance.

The rear brakes will be Bendix™ 16.50" x 8.63" cam operated with automatic slack adjusters.

BRAKE SYSTEM AIR COMPRESSOR

The air compressor will be a Cummins/WABCO with 18.7 cubic feet per minute output.

BRAKE SYSTEM

The brake system will include:

- Brake treadle valve
- Heated automatic moisture ejector on air dryer
- Total air system minimum capacity of 4,272 cubic inches
- Two (2) air pressure gauges with a red warning light and an audible alarm, that activates when air pressure falls below 60 psi
- Spring set parking brake system
- Parking brake operated by a push-pull style control valve
- A parking "brake on" indicator light on instrument panel
- Park brake relay/inversion and anti-compounding valve, in conjunction with a double check valve system, with an automatic spring brake application at 40 psi
- A pressure protection valve to prevent all air operated accessories from drawing air from the air system when the system pressure drops below 80 psi (550 kPa)
- 1/4 turn drain valves on each air tank

The air tank will be primed and painted to meet a minimum 750 hour salt spray test.

The air tanks will be painted same as frame color.

To reduce the effects of corrosion, the air tank will be mounted with stainless steel brackets.

BRAKE SYSTEM AIR DRYER

The air dryer will be a WABCO System Saver 1200 IWT, with internal wet tank, spin-on coalescing filter cartridge and 100 watt heater.

BRAKE LINES

Color-coded nylon brake lines will be provided. The lines will be wrapped in a heat protective loom in the chassis areas that are subject to excessive heat.

AIR INLET

One (1) air inlet with 3D series male coupling will be provided. It will allow station air to be supplied to the apparatus brake system through a shoreline hose. The inlet will be located forward in the driver side lower step well of cab. A check valve will be provided to prevent reverse flow of air. The inlet will discharge into the "wet" tank of the brake system. A mating female fitting will also be provided with the loose equipment.

AIR COMPRESSOR, BRAKE SYSTEM MAINTENANCE

A Kussmaul, Model 091-9B-4 air compressor will be provided. It will be driven by the 120 volt shoreline electrical system and will be located behind driver's seat.

The compressor will maintain the air pressure in the chassis air brake system while the vehicle is not in use.

A pressure switch will sense when the system pressure drops and automatically start the compressor, which then will run until pressure is restored.

ENGINE

The chassis will be powered by an electronically controlled engine as described below:

Make:	Cummins
Model:	X10
Power:	450 hp at 2100 rpm
Torque:	1250 lb-ft at 1400 rpm
Governed Speed:	2200 rpm
Emissions Level:	EPA 2027
Fuel:	Diesel
Cylinders:	Six (6)
Displacement:	606 cubic inches (9.9L)
Starter:	Delco 39MT™

Fuel Filters:	Spin-on style primary filter with water separator and water-in-fuel sensor. Secondary spin-on style filter.
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The engine will include On-board diagnostics (OBD), which provides self diagnostic and reporting. The system will give the owner or repair technician access to state of health information for various vehicle sub systems. The system will monitor vehicle systems, engine and after treatment. The system will illuminate a malfunction indicator light on the dash console if a problem is detected.

The engine will be filled with FA-4 10W30 oil as required by Cummins.

HIGH IDLE

A high idle switch will be provided, inside the cab, on the instrument panel, that will automatically maintain a preset engine rpm. A switch will be installed, at the cab instrument panel, for activation/deactivation.

The high idle will be operational only when the parking brake is on and the truck transmission is in neutral. A green indicator light will be provided, adjacent to the switch. The light will illuminate when the above conditions are met. The light will be labeled "OK to Engage High Idle."

ENGINE BRAKE

A Jacobs® engine brake is to be installed with the controls located on the instrument panel within easy reach of the driver.

The driver will be able to turn the engine brake system on/off and have a high, medium and low setting.

The engine brake will activate when the system is on and the throttle is released.

The high setting of the brake application will activate and work simultaneously with the variable geometry turbo (VGT) provided on the engine.

The engine brake will be installed in such a manner that when the engine brake is slowing the vehicle the brake lights are activated.

The ABS system will automatically disengage the auxiliary braking device, when required.

CLUTCH FAN

A fan clutch will be provided. The fan clutch will be automatic when the pump transmission is in "Road" position, and constantly engaged when in "Pump" position.

ENGINE AIR INTAKE

The engine air intake will be located above the engine cooling package. It will draw fresh air from the front of the apparatus through the radiator grille.

The ember separator is designed to prevent road dirt and recirculating hot air from entering the engine.

The ember separator will be easily accessible by tilting the cab.

EXHAUST SYSTEM

The exhaust system will be stainless steel from the turbo to the engine's aftertreatment device. The exhaust system will include an aftertreatment device to meet current EPA standards. An insulation wrap will be provided on all exhaust pipe between the turbo and the aftertreatment device to minimize the transfer of heat to the cab.

The exhaust will terminate horizontally ahead of the right side rear wheels and will extend 2.00" past the body rub rail. The exhaust pipes will be aluminized steel.

There will be an aluminized steel exhaust diffuser with a standard straight tip on the end provided to reduce the temperature of the exhaust as it exits. Heat deflector shields will be provided to isolate chassis and body components from the heat of the tailpipe diffuser.

RADIATOR

The radiator and the complete cooling system will meet or exceed the current edition of applicable NFPA and engine manufacturer cooling system standards.

For maximum corrosion resistance and cooling performance, the entire radiator core will be constructed using long life aluminum alloy. The radiator core will consist of aluminum fins, having a serpentine design, brazed to aluminum tubes.

The radiator core will have a minimum front area of 1060 square inches.

Supply tank will be made of heavy duty glass-reinforced nylon and the return tank will be made of aluminum. Both tanks will be crimped onto the core assembly using header tabs and a compression gasket to complete the radiator core assembly. There will be a full steel frame around the inserts to enhance cooling system durability and reliability.

The radiator will be compatible with commercial antifreeze solutions.

The radiator assembly will be isolated from the chassis frame rails with rubber isolators to prevent the development of leaks caused by twisting or straining when the apparatus operates over uneven terrain.

The radiator will include a de-aeration/expansion tank. For visual coolant level inspection, the radiator will have a built-in sight glass. The radiator will be equipped with a 15 psi pressure relief cap.

A drain port will be located at the lowest point of the cooling system and/or the bottom of the radiator to permit complete flushing of the coolant from the system.

Shields or baffles will be provided to prevent recirculation of hot air to the inlet side of the radiator.

COOLANT LINES

Gates, or Goodyear, rubber hose will be used for all engine coolant lines installed by Pierce Manufacturing.

Hose clamps will be stainless steel constant torque type to prevent coolant leakage. They will expand and contract according to coolant system temperature thereby keeping a constant clamping pressure on the hose.

FUEL TANK

A 65 gallon fuel tank will be provided and mounted at the rear of the chassis. The tank will be constructed of 12-gauge, hot rolled steel. It will be equipped with swash partitions and a vent. To eliminate the effects of corrosion, the fuel tank will be mounted with stainless steel straps.

A 0.75" drain plug will be located in a low point of the tank for drainage.

A fill inlet will be located on the left hand side of the body and is covered with a hinged, spring loaded, stainless steel door that is marked "Ultra Low Sulfur - Diesel Fuel Only."

A 0.50" diameter vent will be installed from tank top to just below fuel fill inlet.

The fuel tank will meet all FHWA 393.67 requirements including a fill capacity of 95 percent of tank volume.

All fuel lines will be provided as recommended by the engine manufacturer.

DIESEL EXHAUST FLUID TANK

A 4.5 gallon diesel exhaust fluid (DEF) tank will be provided and mounted in the left side body forward of the rear axle.

A 0.50" drain plug will be provided in a low point of the tank for drainage.

A fill inlet will be located on the left side of the body and be covered with a hinged, spring loaded, polished stainless steel door that is marked "Diesel Exhaust Fluid Only".

The tank will meet the engine manufacturers requirement for 10 percent expansion space in the event of tank freezing.

The tank will include an integrated heater unit that utilizes engine coolant to thaw the DEF in the event of freezing.

FUEL PRIMING PUMP

A Cummins automatic electronic fuel priming pump will be integrated as part of the engine.

TRANSMISSION

An Allison 6th generation, Model EVS 3000P, electronic torque converting automatic transmission will be provided.

The transmission will be equipped with prognostics to monitor oil life, filter life, and transmission health. A wrench icon on the shift selector's digital display will indicate when service is due.

Two (2) PTO openings will be located on both sides of converter housing (positions 4 o'clock and 8 o'clock) as viewed from the rear.

A transmission temperature gauge with amber light and audible alarm will be installed on the cab dash.

TRANSMISSION SHIFTER

A five (5)-speed push button shift module will be mounted to right of driver on console. Shift position indicator will be indirectly lit for after dark operation.

The transmission ratio will be:

1st	3.49 to 1.00
2nd	1.86 to 1.00
3rd	1.41 to 1.00
4th	1.00 to 1.00
5th	0.75 to 1.00
R	5.03 to 1.00

TRANSMISSION COOLER

A Modine plate and fin transmission oil cooler will be provided using engine coolant to control the transmission oil temperature.

DRIVELINE

Drivelines will be a heavy-duty metal tube and be equipped with Spicer® 1710 universal joints.

The shafts will be dynamically balanced before installation.

A splined slip joint will be provided in each driveshaft where the driveline design requires it. The slip joint will be coated with Glidecoat® or equivalent.

STEERING

Dual Sheppard, Model M110, steering gears, with integral heavy-duty power steering, will be provided. For reduced system temperatures, the power steering will incorporate an air to oil cooler and an Eaton, Model VN20, hydraulic pump with integral pressure and flow control. All power steering lines will have wire braded lines with crimped fittings.

A tilt and telescopic steering column will be provided to improve fit for a broader range of driver configurations.

STEERING WHEEL

The steering wheel will be 18.00" in diameter, have tilting and telescoping capabilities, and a 4-spoke design.

LOGO AND CUSTOMER DESIGNATION ON DASH

The dash panel will have an emblem containing the Pierce logo and customer name. The emblem will have three (3) rows of text for the customer's department name. There will be a maximum of eight (8) characters in the first row, 11 characters in the second row and 11 characters in the third row.

The first row of text will be: Clive

The second row of text will be: Fire

The third row of text will be: Department

BUMPER

A one (1) piece, ten (10) gauge, 304-2B type polished stainless steel bumper, a minimum of 10.00" high, will be attached to a bolted modular extension frame constructed of 50,000 psi tensile steel "C" channel mounted directly behind it to provide adequate support strength.

The bumper will be extended 22.00" from front face of cab.

Gravel Pan

A gravel pan, constructed of bright aluminum treadplate, will be furnished between the bumper and cab face. The gravel pan will be properly supported from the underside to prevent flexing and vibration of the aluminum treadplate.

CENTER HOSE TRAY

A hose tray, constructed of aluminum, will be placed in the center of the bumper extension.

The tray will have a capacity of 150' of 1.75" double jacket cotton-polyester hose.

Black rubber grating will be provided at the bottom of the tray. Drain holes are also provided.

Center Hose Tray Cover

A bright aluminum treadplate cover will be provided over the center hose tray.

The cover will be "notched" allowing the hose to be pre connected to hose connection.

The cover will be attached with a stainless steel hinge.

A D-ring latch will secure the cover in the closed position and a pneumatic stay arm will hold the cover in the open position. The arm will be located with the side with the discharge.

TOW HOOKS

Two (2) chromed steel tow hooks will be installed under the bumper and attached to the front frame members. The tow hooks will be designed and positioned to allow up to a 6,000 lb straight horizontal pull in line with the centerline of the vehicle. The tow hooks will not be used for lifting of the apparatus.

CAB

The Enforcer cab will be designed specifically for the fire service and manufactured by the chassis builder.

The cab will be built by the apparatus manufacturer in a facility located on the manufacturer's premises.

For reasons of structural integrity and enhanced occupant protection, the cab will be a heavy duty design, constructed to the following minimal standards.

The cab will have 12 main vertical structural members located in the A-pillar (front cab corner posts), B-pillar (side center posts), C-pillar (rear corner posts), and rear wall areas. The A-pillar will be constructed of solid A356-T5 aluminum castings. The B-pillar and C-pillar will be constructed from 0.13" wall extrusions.

The rear wall will be constructed of two (2) 2.00" x 2.00" outer aluminum extrusions and two (2) 2.00" x 1.00" inner aluminum extrusions. All main vertical structural members will run from the floor to 4.625" x 3.864" x 0.090" thick roof extrusions to provide a cage-like structure with the A-pillar and roof extrusions being welded into a 0.25" thick corner casting at each of the front corners of the roof assembly.

The front of the cab will be constructed of a 0.13" firewall plate, covered with a minimum 0.090" front skin thickness, and reinforced with a full width x 0.50" thick cross-cab support located just below the windshield and fully welded to the engine tunnel. The cross-cab support will run the full width of the cab and weld to each A-pillar, the 0.13" firewall plate, and the front skin.

The cab floors will be constructed of 0.125" thick aluminum plate and reinforced at the firewall with an additional 0.25" thick cross-floor support providing a total thickness of 0.375" of structural material at the front floor area. The front floor area will also be supported with two (2) triangular 0.30" wall extrusions that also provides the mounting point for the cab lift. This tubing will run from the floor wireway of the cab to the engine tunnel side plates, creating the structure to support the forces created when lifting the cab.

The cab will be 96.00" wide (outside door skin to outside door skin) to maintain maximum maneuverability.

The centerline of front axle to the rear of the cab will be 70.00" long.

The forward cab section will have an overall height (from the cab roof to the ground) of approximately 99.00". The crew cab section will have a 10.00" raised roof, with an overall cab height of approximately 109.00". The overall height listed will be calculated based on a truck configuration with the lowest suspension weight rating, the smallest diameter tires for the suspension, no water weight, no loose equipment weight, and no personnel weight. Larger tires, wheels, and suspension will increase the overall height listed.

The floor to ceiling height inside the crew cab will be 64.50" in the center and outboard positions.

The crew cab floor will measure 46.00" from the rear wall to the back side of the rear facing seat risers.

The medium block engine tunnel, at the rearward highest point (knee level), will measure 61.50" to the rear wall. The big block engine tunnel will measure 51.50" to the rear wall.

The crew cab will be a totally enclosed design with the interior area completely open to improve visibility and verbal communication between the occupants.

The cab will be a full tilt cab style.

A 3-point cab mount system with rubber isolators will improve ride quality by isolating chassis vibrations from the cab.

CAB ROOF DRIP RAIL

For enhanced protection from inclement weather, a drip rail will be furnished on the sides of the cab. The drip rail will be painted to match the cab roof, and bonded to the sides of the cab. The drip rail will extend the full length of the cab roof.

FENDER LINERS

Full circular inner fender liners in the wheel wells will be provided.

PANORAMIC WINDSHIELD

A one (1)-piece safety glass windshield will be provided with over 2,775 square inches of clear viewing area. The windshield will be full width and will provide the occupants with a panoramic view. The windshield will consist of three (3) layers: outer light, middle safety laminate, and inner light. The outer light layer will provide superior chip resistance. The middle safety laminate layer will prevent the windshield glass pieces from detaching in the event of breakage. The inner light will provide yet another chip resistant layer. The cab windshield will be bonded to the aluminum windshield frame using a urethane adhesive. A custom frit pattern will be applied on the outside perimeter of the windshield for a finished automotive appearance.



WINDSHIELD WIPERS

Three (3) electric windshield wipers with washer will be provided that meet FMVSS and SAE requirements.

The washer reservoir will be able to be filled without raising the cab.



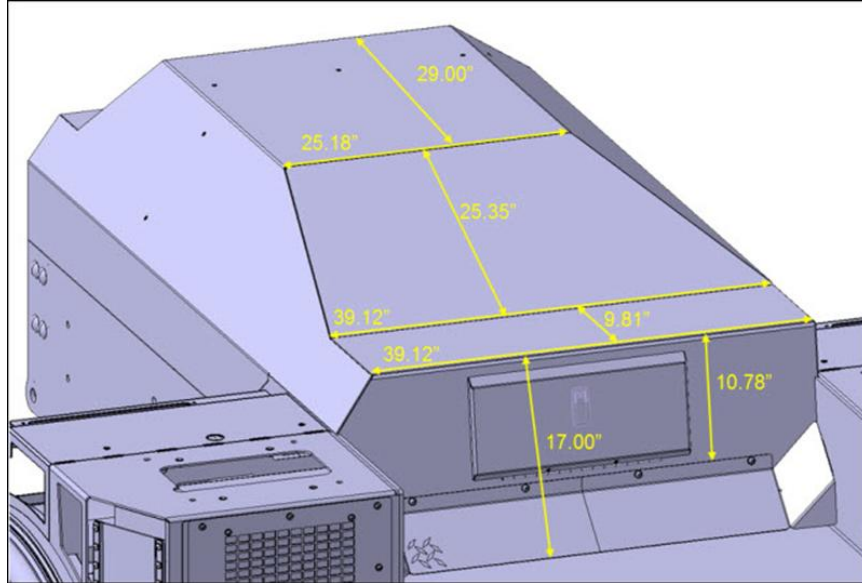
[Washer Reservoir Location]

ENGINE TUNNEL

Engine hood side walls will be constructed of 0.375" aluminum. The top will be constructed of 0.125" aluminum and will be tapered at the top to allow for more driver and passenger elbow room.

The engine hood will be insulated for protection from heat and sound. The noise insulation keeps the dBA level within the limits stated in the current edition of applicable NFPA standards.

The engine tunnel will be no higher than 17.00" off the crew cab floor.



INTERIOR CAB INSULATION

The cab will include 1.00" insulation in the ceiling, 1.50" insulation in the side walls, a minimum of 1.00" insulation in the crew cab floor, and 2.00" insulation in the rear wall to maximize acoustic absorption and thermal insulation.

CAB REAR WALL EXTERIOR COVERING

The exterior surface of the rear wall of the cab will be overlaid with bright aluminum treadplate except for areas that are not typically visible when the cab is lowered.

CAB LIFT

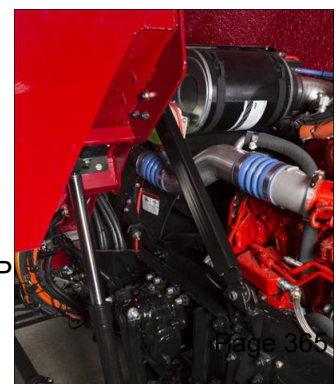
A hydraulic cab lift system will be provided consisting of an electric powered hydraulic pump, dual lift cylinders, and necessary hoses and valves.

Lift controls will be located on the right side pump panel or front area of the body in a convenient location.

The cab will be capable of tilting 43 degrees to accommodate engine maintenance and removal.

The cab will be locked down by a 2-point normally closed spring loaded hook type latch that fully engages after the cab has been lowered. The system will be hydraulically actuated to release the normally closed locks when the cab lift control is in the raised position and cab lift system is under pressure. When the cab is completely lowered and system pressure has been relieved, the spring loaded latch mechanisms will return to the normally closed and locked position.

The hydraulic cylinders will be equipped with a velocity fuse that protects the cab from accidentally descending when the control is located in the tilt position.



For increased safety, a redundant mechanical stay arm will be provided that must be manually put in place on the left side between the chassis and cab frame when the cab is in the raised position. This device will be manually stowed to its original position before the cab can be lowered.

Cab Lift Interlock

The cab lift system will be interlocked to the parking brake. The cab tilt mechanism will be active only when the parking brake is set and the ignition switch is in the on position. If the parking brake is released, the cab tilt mechanism will be disabled.

GRILLE

A bright finished aluminum mesh grille screen, inserted behind a bright finished grille surround, will be provided on the front center of the cab.

DOOR JAMB SCUFFPLATES

All cab door jambs will be furnished with a 1.00" polished stainless steel scuffplate, mounted on the striker side of the jamb.

SIDE OF CAB MOLDING

Chrome molding will be provided on both sides of cab.

MIRRORS

A Retrac, Model 613423, dual vision, motorized, west coast style mirror, with chrome finish, will be mounted on each side of the front cab door with spring loaded retractable arms. The flat glass and convex glass will be heated and adjustable with remote control within reach of the driver.

DOORS

To enhance entry and egress to the cab, the forward cab door openings will be a minimum of 37.50" wide x 63.37" high. The crew cab doors will be located on the sides of the cab and will be constructed in the same manner as the forward cab doors. The crew cab door openings will be a minimum of 34.30" wide x 73.25" high.

The forward cab and crew cab doors will be constructed of extruded aluminum with a nominal material thickness of 0.093". The exterior door skins will be constructed from 0.090" aluminum.

A customized, vertical, pull-down type door handle will be provided on the exterior of each cab door. The finish of the door handle will be chrome/black. The exterior handle will be designed specifically for the fire service to prevent accidental activation, and will provide 4.00" wide x 2.00" deep hand clearance for ease of use with heavy gloved hands.



[Exterior Door Handle]

Each door will also be provided with an interior flush, open style paddle handle that will be readily operable from fore and aft positions, and be designed to prevent accidental activation. The interior handles will provide 4.00" wide x 1.25" deep hand clearance for ease of use with heavy gloved hands.

The cab doors will be provided with both interior (rotary knob) and exterior (keyed) locks exceeding FMVSS standards. The keys will be Model 751. The locks will be capable of activating when the doors are open or closed. The doors will remain locked if locks are activated when the doors are opened, then closed.



[Interior Door Handle]

A full length, heavy duty, stainless steel, piano-type hinge with a 0.38" pin and 11 gauge leaf will be provided on all cab doors. There will be double automotive-type rubber seals around the perimeter of the door framing and door edges to ensure a weather-tight fit.

A chrome grab handle will be provided on the inside of each cab door for ease of entry.

A red webbed grab handle will be installed on the crew cab door stop strap. The grab handles will be securely mounted.

The bottom cab step at each cab door location will be located below the cab doors and will be exposed to the exterior of the cab.

Door Panels

The inner cab door panels will be constructed out of brushed stainless steel.

MANUAL CAB DOOR WINDOWS

All cab entry doors will contain a conventional roll down window.

CAB STEPS

The forward cab and crew cab access steps will be a full size two (2) step design to provide largest possible stepping surfaces for safe ingress and egress. The bottom steps will be designed with a grip pattern punched into bright aluminum treadplate material to provide support, slip resistance, and drainage. The bottom steps will be a bolt-in design to minimize repair costs should they need to be replaced. The forward cab steps will be a minimum



25.00" wide, and the crew cab steps will be 21.65" wide with a 10.00" minimum depth. The inside cab steps will not exceed 16.50" in height.

The vertical surfaces of the step well will be aluminum treadplate.

CAB EXTERIOR HANDRAILS

A 1.25" diameter slip-resistant, knurled aluminum handrail will be provided adjacent to each cab and crew cab door opening to assist during cab ingress and egress.

STEP LIGHTS

There will be six (6) white LED step lights with chrome housing installed for cab and crew cab access steps.

- One (1) light for the left side cab access steps.
- Two (2) lights for the left side crew cab access steps.
- Two (2) lights for the right side crew cab access steps.
- One (1) light for the right side cab access step.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15" x 15" square placed ten (10) inches below the light and a minimum of 1.5 fc covering an entire 30" x 30" square at the same ten (10) inch distance below the light.

The lights will be activated when the battery switch is on and the adjacent door is opened.

FENDER CROWNS

Stainless steel fender crowns will be installed at the cab wheel openings.

CREW CAB WINDOWS

One (1) fixed window with tinted glass will be provided on each side of the cab, to the rear of the front cab door. The windows will be sized to enhance light penetration into the cab interior. The windows will measure 18.70" wide x 23.75" high.



STORAGE COMPARTMENT

Provided under the forward facing crew cab seats will be a transverse compartment. The compartment will be open top to bottom with no dividers.

The upper section will be 16.25" wide x 9.00" high x full width (transverse) of the crew cab. The lower section will be 16.50" wide x 25.50" high x 15.00" deep on both sides. The compartment will extend from the bottom of the cab to top of the seat riser.

There will be two (2) double pan doors painted to match the cab exterior with a non-locking D-Ring latch, one (1) on each side of the cab with a web strap for each exterior door provided as a door stop. The clear door opening of each compartment door will be 10.25" wide x 32.00" high.

The exterior access will be provided with a polished stainless steel scuffplate on the lower door frame.

There will be one (1) polished stainless steel drop down door with two (2) non-locking lever latches with no louvers on the forward face of the seat riser.

The compartment interior will be painted spatter gray.

Compartment Light

There will be two (2) white LED strip lights, one (1) each hinged side of exterior compartment door openings. The lights will be controlled by an automatic door switch.

PIKE POLE STORAGE

There will be four (4) tubes provided for storage of pike poles. The tubes will be located in the transverse section of the crew cab compartment, below the seat box. The poles will be stored so that two (2) poles can be accessed out each side of the vehicle.

The size and brand of the pike poles stored will be TBD.

CAB DASH

The driver side dash, switch panel located to the right of the driver, and center console will be an easily removable high impact resistant polymer cover.

The instrument gauge cluster will be surrounded with a high impact ABS plastic contoured to the same shape of the instrument gauge cluster.

The officer side dash will be a flat top design with an upper beveled edge to provide easy maintenance and will be constructed out of aluminum and painted to match the cab interior.

MOUNTING PLATE ON ENGINE TUNNEL

Equipment installation provisions will be installed on the engine tunnel.

A .188" aluminum plate will be bolted to the top the engine tunnel engine tunnel. The plate will be spaced off the engine tunnel 1.00" to allow for wire routing below the plate. The size of the plate will be approximately to cover the engine tunnel. The mounting surface will be painted to match the cab interior.

CAB INTERIOR

The cab interior will be constructed of primarily metal (painted aluminum) to withstand the severe duty cycles of the fire service.

The engine tunnel will be padded and covered, on the top and sides, with dark silver gray 36 ounce leather grain vinyl resistant to oil, grease, and mildew.

For durability and ease of maintenance, the cab interior side walls will be painted aluminum. The rear wall will be painted aluminum.

The headliner will be installed in both forward and rear cab sections. Headliner material will be vinyl. A sound barrier will be part of its composition. Material will be installed on an aluminum sheet and securely fastened to interior cab ceiling.

The forward portion of the cab headliner will permit easy access for service of electrical wiring or other maintenance needs.

All wiring will be placed in metal raceways.

CAB INTERIOR UPHOLSTERY

The cab interior upholstery will be 36 oz dark silver gray vinyl.

CAB INTERIOR PAINT

The cab interior metal surfaces, excluding the rear heater panels, will be painted fire smoke gray, vinyl texture paint.

The rear heater panels will be painted black, vinyl textured paint.

CAB FLOOR

The cab and crew cab floor areas will be covered with Polydamp™ acoustical floor mat consisting of a black pyramid rubber facing and closed cell foam decoupler.

The top surface of the material has a series of raised pyramid shapes evenly spaced, which offer a superior grip surface. Additionally, the material has a 0.25" thick closed cell foam (no water absorption) which offers a sound dampening material for reducing sound levels.

DEFROST/AIR CONDITIONING SYSTEM

A ceiling mounted combination heater, defroster and air conditioning system will be installed in the cab above the engine tunnel area.

Cab Defroster

A 54,000 BTU heater-defroster unit with 690 SCFM of air flow will be provided inside the cab. The heater-defrost will be installed in the forward portion of the cab ceiling. Air outlets will be strategically located in the cab header extrusion per the following:

- One (1) adjustable outlet directed towards the left side cab window.
- One (1) adjustable outlet directed towards the right side cab window.
- Six (6) fixed outlets directed at the windshield.

The defroster will be capable of clearing 98 percent of the windshield and side glass when tested under conditions where the cab has been cold soaked at 0 degrees Fahrenheit for 10 hours, and a 2 ounce per square inch layer of frost/ice has been able to build up on the exterior windshield. The defroster system will meet or exceed SAE J382 requirements.

Cab/Crew Auxiliary Heater

There will be one (1) 31,000 BTU auxiliary heater with 560 SCFM of air flow provided in each outboard rear facing seat riser with a dual scroll blower. An aluminum plenum incorporated into the cab structure to be used to transfer heat to the forward positions.

Air Conditioning

A 19.10 cubic inch compressor will be installed on the engine.

A roof-mounted condenser with a 78,000 BTU output at 2,400 SCFM that meets and exceeds the performance specification will be installed on the cab roof. Mounting the condenser below the cab or body would reduce the performance of the system and will not be acceptable. The condenser cover to be painted to match the cab roof.

The air conditioning system will be capable of cooling the average cab temperature from 100 degrees Fahrenheit to 75 degrees Fahrenheit at 50 percent relative humidity within 30 minutes. The cooling performance test will be run only after the cab has been heat soaked at 100 degrees Fahrenheit for a minimum of 4 hours.

The evaporator unit will be installed in the rear portion of the cab ceiling over the engine tunnel. The evaporator will include one (1) high performance heating core, one (1) high performance cooling core with (1) plenum directed to the front and one (1) plenum directed to the rear of the cab. The rear plenum will be covered with a formed plastic cover.

The evaporator unit will have a 52,000 BTU at 690 SCFM rating that meets and exceeds the performance specifications.

Adjustable air outlets will be strategically located on the forward plenum cover per the following:

- Four (4) outlets directed towards the seating position on the left side of the cab.
- Four (4) outlets directed towards the seating position on the right side of the cab.

Adjustable air outlets will be strategically located on the rear plenum cover per the following:

- Minimum of five (5) outlets directed towards crew cab area.

A high efficiency particulate air (HEPA) filter will be included for the system. Access to the filter cover will be secured with four (4) screws.

The air conditioner refrigerant will be R-134A and will be installed by a certified technician.

Climate Control

An automotive style controller will be provided to control the heat and air conditioning system within the cab. The controller will have three (3) functional knobs for fan speed, temperature, and air flow distribution (front to rear) control.

The system will control the temperature of the cab and crew cab automatically by pushing the center of the fan speed control knob. Rotate the center temperature control knob to set the cab and crew cab temperature.

The AC system will be manually activated by pushing the center of the temperature control knob. Pushing the center of the air flow distribution knob will engage the AC for max defrost, setting the fan speeds to 100 percent and directing all air flow to the overhead forward position.

The system controller will be located within panel position #12.

Gravity Drain Tubes

Two (2) condensate drain tubes will be provided for the air conditioning evaporator. The drip pan will have two (2) drain tubes plumbed separately to allow for the condensate to exit the drip pan. No pumps will be provided.

SUN VISORS

Two (2) smoked Lexan™ sun visors will be provided. The sun visors will be located above the windshield with one (1) mounted on each side of the cab.

There will be no retention bracket provided to help secure each sun visor in the stowed position.

GRAB HANDLES

A black rubber covered grab handle will be mounted on the door post of the driver and officer's side cab door to assist in entering the cab. The grab handles will be securely mounted to the post area between the door and windshield.



ENGINE COMPARTMENT LIGHTS

There will be one (1) Whelen, Model 3SC0CDCR, 12 volt DC, 3.00" white LED light(s) with Whelen, Model 3FLANGE, chrome flange kit(s) installed under the cab to be used as engine compartment illumination.

These light(s) will be activated automatically when the cab is raised.

ACCESS TO ENGINE DIPSTICKS

For access to the engine oil and transmission fluid dipsticks, there will be a door on the engine tunnel, inside the crew cab. The door will be on the rear wall of the engine tunnel, on the vertical surface.

The engine oil dipstick will allow for checking only. The transmission dipstick will allow for both checking and filling.

The door will have a rubber seal for thermal and acoustic insulation. One (1) flush lift and turn latch will be provided on the access door.



CAB SAFETY SYSTEM

The cab will be provided with a safety system designed to protect occupants in the event of a side roll or frontal impact, and will include the following:

- A supplemental restraint system (SRS) sensor will be installed on a structural cab member behind the instrument panel. The SRS sensor will perform real time diagnostics of all critical subsystems and will record sensory inputs immediately before and during a side roll or frontal impact event.
- A slave SRS sensor will be installed in the cab to provide capacity for eight (8) crew cab seating positions.
- A fault-indicating light will be provided on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.
- A driver side front air bag will be mounted in the steering wheel and will be designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.
- A passenger side knee bolster air bag will be mounted in the modesty panel below the dash panel and will be designed to protect the legs of the occupant, when used in combination with the 3-point seat belt.
- Air curtains will be provided in the outboard bolster of outboard seat backs to provide a cushion between occupant and the cab wall.
- Suspension seats will be provided with devices to retract them to the lowest travel position during a side roll or frontal impact event.
- Seat belts will be provided with pre-tensioners to remove slack from the seat belt during a side roll or frontal impact event.

Frontal Impact Protection

The SRS system will provide protection during a frontal or oblique impact event. The system will activate when the vehicle decelerates at a predetermined G force known to cause injury to the occupants. The cab and chassis will have been subjected, via third party test facility, to a crash impact during frontal and oblique impact testing. Testing included all major chassis and cab components such as mounting straps for fuel and air tanks, suspension mounts, front suspension components, rear suspensions components, frame rail cross members, engine and transmission and their mounts, pump house and mounts, frame extensions and body mounts. The testing provided configuration specific information used to optimize the timing for firing the safety restraint system. The sensor will activate the pyrotechnic devices when the correct crash algorithm, wave form, is detected.

The SRS system will deploy the following components in the event of a frontal or oblique impact event:

- Driver side front air bag
- Passenger side knee bolster air bag
- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

Side Roll Protection

The SRS system will provide protection during a fast or slow 90 degree roll to the side, in which the vehicle comes to rest on its side. The system will analyze the vehicle's angle and rate of roll to determine the optimal activation of the advanced occupant restraints.

The SRS system will deploy the following components in the event of a side roll:

- Air curtains mounted in the outboard bolster of outboard seat backs
- Suspension seats will be retracted to the lowest travel position
- Seat belts will be pre-tensioned to firmly hold the occupant in place

SEATING CAPACITY

The seating capacity of the vehicle (including tiller cab and belted seat positions in the rescue body) will be six (6).

DRIVER SEAT

A seat will be provided in the cab for the driver. The seat design will be a cam action type, with air suspension. For increased convenience, the seat will include a manual control to adjust the horizontal position (6.00" travel). The manual horizontal control will be a towel-bar style located below the forward part of the seat cushion. To provide flexibility for multiple driver configurations, the seat will have an adjustable reclining back. The seat back will be a high back style with side bolster pads for maximum support. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A suspension seat safety system will be included. When activated in the event of a side roll, this system will pretension the seat belt and retract the seat to its lowest travel position.

The seat will be furnished with a 3-point, shoulder type seat belt.

OFFICER SEAT

A seat will be provided in the cab for the passenger. The seat will be a fixed type, with no suspension. For optimal comfort, the seat will be provided with 17.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.

- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

RADIO COMPARTMENT

A radio compartment will be provided under the officer's seat.

The inside compartment dimensions will be 16.00" wide x 7.50" high x 15.00" deep, with the back of the compartment angled up to match the cab structure.

A drop-down door with one (1) lift and turn latch will be provided for access.

The compartment will be constructed of smooth aluminum and painted to match the cab interior.

REAR FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the driver side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

REAR FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) rear facing seat provided at the passenger side outboard position in the crew cab. For optimal comfort, the seat will be provided with 15.00" deep foam cushions designed with EVC (elastomeric vibration control).

The seat back will be an SCBA back style with 95 degree fixed recline angle. The SCBA cavity will be adjustable from front to rear in 1.00" increments, to accommodate different sized SCBA cylinders. Moving the SCBA cavity will be accomplished by unbolting, relocating, and re-bolting it in the desired location.

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING DRIVER SIDE OUTBOARD SEAT

There will be one (1) forward facing, foldup seat provided at the driver side outboard position in the crew cab. The seat back will be a high back style with 9 degree fixed recline angle. For optimal comfort, the seat will be a minimum of 15.00" from the front of the cushion to the face of the seat back and designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

FORWARD FACING CENTER CABINET

A forward facing cabinet will be provided in the crew cab at the center position.

The cabinet will be 32.00" wide x 50.00" high x 18.00" deep with one (1) Amdor rollup door with white finish, non-locking. The frame to frame opening of the cabinet will be 29.50" wide x 44.75" high. The minimum clear door opening will be 26.75" wide x 38.87" high.

CLEAR DOOR OPENINGS (F-F = Frame to Frame)					
AMDOR		GORTITE		ROM	
HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Subtract 2.00" from F-F	Subtract 5.88" from F-F	Subtract 2.75" from F-F	Subtract 4.75" from F-F	Subtract 2.56" from F-F	Subtract 4.50" from F-F

The cabinet will include two (2) infinitely adjustable shelves with a 1.25" up-turned lippainted to match the cab interior.

The cabinet will include no louvers.

The cabinet will be constructed of smooth aluminum, and painted to match the cab interior.

Cabinet Light

There will be one (1) white LED strip light installed on the left side of the interior cabinet door opening and one (1) white LED strip light installed on the right side of the interior cabinet door opening. The lighting will be controlled by an automatic door switch.

FORWARD FACING PASSENGER SIDE OUTBOARD SEAT

There will be one (1) forward facing foldup seat provided at the passenger side outboard position in the crew cab. The seat back will be a high back style with 9 degree fixed recline angle. For optimal comfort, the seat will be a minimum of 15.00" from the front of the cushion to the face of the seat back and designed with EVC (elastomeric vibration control).

The seat will include the following features incorporated into the side roll protection system:

- Side air curtain will be mounted integral to the outboard bolster of the seat back. The air curtain will be covered by a decorative panel when in the stowed position.
- A seat safety system will be included. When activated, this system will pretension the seat belt around the occupant to firmly hold them in place in the event of a side roll.

The seat will be furnished with a 3-point, shoulder type seat belt.

SEAT UPHOLSTERY

All seat upholstery will be black Turnout Tuff material.

AIR BOTTLE HOLDERS

All SCBA type seats in the cab will have a "Hands-Free" auto clamp style bracket in its backrest. For efficiency and convenience, the bracket will include an automatic spring clamp that allows the occupant to store the SCBA bottle by simply pushing it into the seat back. For protection of all occupants in the cab, in the event of an accident, the inertial components within the clamp will constrain the SCBA bottle in the seat and will exceed the NFPA standard of 9G.

There will be a quantity of three (3) SCBA brackets.

SEAT BELTS

All cab and tiller cab (if applicable) seating positions will have red seat belts. To provide quick, easy use for occupants wearing bunker gear, the female buckle and seat belt webbing length will meet or exceed the current edition of applicable NFPA and CAN/ULC - S515 standards.

The 3-point shoulder type seat belts will include height adjustment. This adjustment will optimize the belts effectiveness and comfort for the seated firefighter. The 3-point shoulder type seat belts will be furnished with dual automatic retractors that will provide ease of operation in the normal seating position.

The 3-point shoulder type belts will also include the ReadyReach® D-loop assembly to the shoulder belt system. The ReadyReach feature adds an extender arm to the D-loop location placing the D-loop in a closer, easier to reach location.

Any flip up seats will include a 3-point shoulder type belts only.

To ensure safe operation, the seats will be equipped with seat belt sensors in the seat cushion and belt receptacle that will activate an alarm indicating a seat is occupied but not buckled.

HELMET STORAGE PROVIDED BY FIRE DEPARTMENT

NFPA 1900, 2024 edition, section 11.1.8.4.1 and CAN/ULC S515:2024 edition, section 5.2, requires a location for helmet storage be provided.

There is no helmet storage on the apparatus as manufactured. The fire department will provide a location for storage of helmets.

CAB DOME LIGHTS

There will be four (4) dual LED dome lights with black bezels provided. Two (2) lights will be mounted above the inside shoulder of the driver and officer and two (2) lights will be installed and located, one (1) on each side of the crew cab.

The color of the LED's will be red and white.

The white LED's will be controlled by the door switches and the lens switch.

The color LED's will be controlled by the lens switch.

In order to ensure exceptional illumination, each white LED dome light will provide a minimum of 10.1 foot-candles (fc) covering an entire 20.00" x 20.00" square seating position when mounted 40.00" above the seat.

PORTABLE HAND LIGHTS PROVIDED BY FIRE DEPARTMENT

The hand lights are not on the apparatus as manufactured. The fire department will provide and mount these hand lights.

CAB INSTRUMENTATION

The cab instrument panel will include gauges, telltale indicator lamps, control switches, alarms, and a diagnostic panel. The function of the instrument panel controls and switches will be identified by a label adjacent to each item. Actuation of the headlight switch will illuminate the labels in low light conditions. Telltale indicator lamps will not be illuminated unless necessary. The cab instruments and controls will be conveniently located within the forward cab section, forward of the driver. The gauge assembly and switch panels are designed to be removable for ease of service and low cost of ownership.

Gauges

The gauge panel will include the following ten (10) black faced gauges with black bezels to monitor vehicle performance:

- Voltmeter gauge (volts):
 - Low volts (11.8 VDC)
 - Amber telltale light on indicator light display with steady tone alarm
 - High volts (15.5 VDC)
 - Amber telltale light on indicator light display with steady tone alarm
- Engine Tachometer (RPM)
- Speedometer MPH (Major Scale), KM/H (Minor Scale)
- Fuel level gauge (Empty - Full in fractions):
 - Low fuel (1/8 full)
 - Amber indicator light in gauge dial with steady tone alarm
- Engine Oil pressure Gauge (PSI):
 - Low oil pressure to activate engine warning lights and alarms
 - Red indicator light in gauge dial with steady tone alarm
- Front Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm

- Red indicator light in gauge dial with steady tone alarm
- Rear Air Pressure Gauges (PSI):
 - Low air pressure to activate warning lights and alarm
 - Red indicator light in gauge dial with steady tone alarm
- Transmission Oil Temperature Gauge (Fahrenheit):
 - High transmission oil temperature activates warning lights and alarm
 - Amber indicator light in gauge dial with steady tone alarm
- Engine Coolant Temperature Gauge (Fahrenheit):
 - High engine temperature activates an engine warning light and alarms
 - Red indicator light in gauge dial with steady tone alarm
- Diesel Exhaust Fluid Level Gauge (Empty - Full in fractions):
 - Low fluid (1/8 full)
 - Amber indicator light in gauge dial

Indicator Lamps

To promote safety, the following telltale indicator lamps will be located on the instrument panel in clear view of the driver. The indicator lamps will be "dead-front" design that is only visible when active. The colored indicator lights will have descriptive text or symbols.

The following amber telltale lamps will be present:

- Low coolant
- Trac cntl (traction control) (where applicable)
- Check engine
- Check trans (check transmission)
- Air rest (air restriction)
- DPF (engine diesel particulate filter regeneration)
- HET (engine high exhaust temperature) (where applicable)
- ABS (antilock brake system)
- MIL (engine emissions system malfunction indicator lamp) (where applicable)
- Regen inhibit (engine emissions regeneration inhibit) (where applicable)
- Side roll fault (where applicable)
- Front air bag fault (where applicable)
- Aux brake overheat (auxiliary brake overheat) (where applicable)
- The following red telltale lamps will be present:
- Ladder rack down
- Parking brake
- Stop engine
- The following green telltale lamps will be present:
- Left turn
- Right turn
- Battery on
- Ignition
- Aux brake (auxiliary brake engaged) (where applicable)

- The following blue telltale lamps will be present:
- High beam

Alarms

Audible steady tone warning alarm: A steady audible tone alarm will be provided whenever a warning condition is active.

Indicator Lamp and Alarm Prove-Out

A system will be provided which automatically tests telltale indicator lights and alarms located on the cab instrument panel. Telltale indicators and alarms will perform prove-out for 3 to 5 seconds when the ignition switch is moved to the on position with the battery switch on.

Control Switches

For ease of use, the following controls will be provided immediately adjacent to the cab instrument panel within easy reach of the driver. All switches will have backlit labels for low light applications.

Headlight/Parking light switch: A three (3)-position maintained rocker switch will be provided. The first switch position will deactivate all parking and headlights. The second switch position will activate the parking lights. The third switch will activate the headlights.

Panel back lighting intensity control switch: A three (3)-position momentary rocker switch will be provided. Pressing the top half of the switch, "Panel Up" increases the panel back lighting intensity and pressing the bottom half of the switch, "Panel Down" decreases the panel back lighting intensity. Pressing the half or bottom half of the switch several times will allow back lighting intensity to be gradually varied from minimum to maximum intensity level for ease of use.

Ignition switch: A three (3)-position maintained/momentary rocker switch will be provided. The first switch position will turn off and deactivate vehicle ignition. The second switch position will activate vehicle ignition and will perform prove-out on the telltale indicators and alarms for 3 to 5 seconds after the switch is turned on. A green indicator lamp is activated with vehicle ignition. The third momentary position will temporarily silence all active cab alarms. An alarm "chirp" may continue as long as alarm condition exists. Switching ignition to off position will terminate the alarm silence feature and reset function of cab alarm system.

Engine start switch: A two (2)-position momentary rocker switch will be provided. The first switch position is the default switch position. The second switch position will activate the vehicle's engine. The switch actuator is designed to prevent accidental activation.

Hazard switch will be provided on the instrument panel or on the steering column.

Heater, defrost, and air conditioning control panel.

Turn signal arm: A self-canceling turn signal with high beam headlight controls.

Windshield wiper control will have high, low, and intermittent modes.

Parking brake control: An air actuated push/pull park brake control.

Chassis horn control: Activation of the chassis horn control will be provided through the center of the steering wheel.

High idle engagement switch: A maintained rocker switch with integral indicator lamp will be provided. The switch will activate and deactivate the high idle function. The "OK To Engage High Idle" indicator lamp must be active for the high idle function to engage. A green indicator lamp integral to the high idle engagement switch will indicate when the high idle function is engaged.

"OK To Engage High Idle" indicator lamp: A green indicator light will be provided next to the high idle activation switch to indicate that the interlocks have been met to allow high idle engagement.

Emergency switching will be controlled by multiple individual warning light switches for various groups or areas of emergency warning lights. An Emergency Master switch provided on the instrument panel that enables or disables all individual warning light switches is included.

An additional "Emergency Master" button will be provided on the lower left hand corner of the gauge panel to allow convenient control of the "Emergency Master" system from inside the driver's door when standing on the ground.

Custom Switch Panels

The design of cab instrumentation will allow for emergency lighting and other switches to be placed within easy reach of the operator thus improving safety. There will be positions for up to four (4) switch panels in the lower instrument console and up to six (6) switch panels in the overhead visor console. All switches have backlit labels for low light conditions.



Diagnostic Panel

A diagnostic panel will be provided and accessible while standing on the ground. The panel will be located inside the driver's side door left of the steering column. The diagnostic panel will allow diagnostic tools such as computers to connect to various vehicle systems for improved troubleshooting providing a lower cost of ownership. Diagnostic switches will allow ABS systems to provide blink codes should a problem exist.

The diagnostic panel will include the following:

- ENGINE/TRANSMISSION/ABS J1939 Diagnostic Port
- ABS Diagnostic Switch and Indicator - The switch and amber indicator will allow access to diagnostic mode and display of standard ABS system fault blink codes that may be generated by the ABS system
- DPF REGEN (Diesel Particulate Filter Regeneration Switch) (where applicable) will be provided to request regeneration of the engine emission system. An amber indicator will be provided on top of the switch that will illuminate in a "CHECK ENGINE" condition
- REGEN INHIBIT (Diesel Particulate Filter Regeneration Inhibit Switch) (where applicable) will be provided that will request that regeneration be temporarily prevented. A green indicator will

be provided on top of the Regen Inhibit switch that will illuminate when the Regen Inhibit feature is active. Regen Inhibit will be disabled upon cycling of the ignition switch to the off state.

AIR RESTRICTION INDICATOR

A high air restriction warning indicator light (electronic) will be provided.

"DO NOT MOVE APPARATUS" INDICATOR

A flashing red indicator light, located in the driving compartment, will be illuminated automatically per the current NFPA requirements. The light will be labeled "Do Not Move Apparatus If Light Is On."

The same circuit that activates the Do Not Move Apparatus indicator will activate a pulsing alarm when the parking brake is released.

SWITCH PANELS

The built-in switch panels will be located in the lower console or overhead console of the cab. Switches will be rocker type with an indicator light, of which is an integral part of the switch.

WIPER CONTROL

Wiper control will consist of a two (2)-speed windshield wiper control with intermittent feature and windshield washer controls. The control will be located on the left side of the center instrument panel.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 15 amps at 12 volts DC.
- Power and ground will terminate officer side dash area.
- Termination will be with 15 amp, power point plug with rubber cover.
- Wires will be sized to 125 percent of the protection.

Battery direct loads cannot be Load Managed.

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 6 amps at 12 volts DC.
- Power and ground will terminate in the switch panel officer side dash.
- Termination will be a Kussmaul part number 091-219-5, switch panel dual USB charger socket.
- Wires will be sized to 125 percent of the protection.

Battery direct loads cannot be Load Managed

SPARE CIRCUIT

There will be one (1) pair of wires, including a positive and a negative, installed on the apparatus.

The above wires will have the following features:

- The positive wire will be connected directly to the battery power.
- The negative wire will be connected to ground.
- Wires will be protected to 20 amps at 12 volts DC.
- Power and ground will terminate inside EMS cabinet.
- Termination will be to a Blue Sea System, Model 5026, 12 circuit with negative bus bar, straight blade fuse block. The terminal block will include a cover with circuit labels.

Wires will be sized to 125% of the protection.

Battery direct loads cannot be Load Managed

INFORMATION CENTER

There will be a LCD display integral to the cab gauge panel provided that will display the following information:

- Total distance
- Trip distance
- Total hours
- Trip hours
- PTO "A" hours
- PTO "B" hours

COLLISION MITIGATION

There will be a HAAS Alert®, Model HA7 Responder-to-Vehicle (R2V) collision avoidance system provided on the apparatus. The HA7 cellular transponder module will be installed behind the cab windshield, as high and near to the center as practical, to allow clear visibility to the sky. The module dimensions are 5.40" long x 2.70" wide x 1.30" high, and operating temperature range is -40 degrees Celsius to 85 degrees Celsius.

The transponder will be connected to the vehicle's emergency master circuit and battery direct power and ground.

While responding with emergency lights on, the HA7 transponder sends alert messages via cellular network to motorists in the vicinity of the responding truck that are equipped with the WAZE app.

While on scene with emergency lights on, the HA7 transponder sends road hazard alerts to motorists in the vicinity of the truck that are equipped with the WAZE app.

The HA7 Responder-to-Vehicle (R2V) collision avoidance system will include the transponder and a 5 year cellular plan subscription.

Activation of the HAAS Alert system requires a representative of the customer to accept the End User License Agreement (EULA) via an on-line portal.

VEHICLE DATA RECORDER

There will be a vehicle data recorder (VDR) capable of reading and storing vehicle information provided.

The information stored on the VDR can be downloaded through a USB port mounted in a convenient location determined by cab model. A USB cable can be used to connect the VDR to a laptop to retrieve required information. The program to download the information from the VDR will be available to download on-line.

The vehicle data recorder will be capable of recording the following data via hardwired and/or CAN inputs:

- Vehicle Speed - MPH
- Acceleration - MPH/sec
- Deceleration - MPH/sec
- Engine Speed - RPM
- Engine Throttle Position - % of Full Throttle
- ABS Event - On/Off
- Seat Occupied Status - Yes/No by Position
- Seat Belt Buckled Status - Yes/No by Position
- Master Optical Warning Device Switch - On/Off
- Internal clock syncs the time and date when a laptop is connected

Seat Belt Monitoring System

A seat belt monitoring system (SBMS) will be provided. The SBMS will be capable of monitoring up to 10 seating positions indicating the status of each seat position per the following:

- Seat Occupied & Buckled = Green LED indicator illuminated
- Seat Occupied & Unbuckled = Red LED indicator with audible alarm
- No Occupant & Buckled = Red LED indicator with audible alarm
- No Occupant & Unbuckled = No indicator and no alarm

The SBMS will include an audible alarm that will warn that an unbuckled occupant condition exists and the parking brake is released, or the transmission is not in park.

INTERCOM SYSTEM

There will be David Clark, Series 9900, single radio interfaced wireless radio base stations for up to eight (8) wireless headsets.

One (1) four (4) bay, 12VDC battery charger will be located officer side.

The following components will be supplied with this system:

- Two (2) U9922-G38 Wireless gateways for up to four (4) simultaneous users each

- One (1) U9925-GEM Gateway Expansion Module
- One (1) A99-14CRG Battery charger for 12VDC
- One (1) C99-14DC1 12VDC battery charger cord
- All station interface and power cables will be included

RADIO / INTERCOM INTERFACE INCLUDED

All radio interfaced stations will have universal radio interfaces installed. The interface wiring will be routed within the cab to officer side .

WIRELESS UNDER THE HELMET HEADSET

There will be six (6) under the helmet, marine grade headset(s) with wireless radio push-to-transmit belt station(s) provided Driver, officer, left rear facing, right rear facing, left forward facing, and right forward facing seats. There will be one (1) user replaceable, rechargeable, Li-polymer battery included with each belt station.

Each David Clark, Model H9940, headset will feature:

- 6' Coiled cord with military grade belt station connector
- M-87 type dynamic noise cancelling microphone
- Hinged/flex microphone boom rotates 280 degrees for left or right dress
- Dual volume controls



Each, David Clark, Model U9910-BSW, belt station will feature:

- Marine grade, water-tight, impact resistant enclosure with rubberized skin
- Hands free, full duplex, voice activation
- Voice prompts to ensure wireless link status
- Water-tight battery compartment



HEADSET HANGERS

There will be six (6) headset hanger(s) installed driver's seat, officer's seat, driver's side outboard forward facing seat, driver's side outboard rear facing seat, passenger's side outboard forward facing seat and passenger's side outboard rear facing seat. The hanger(s) will meet the current edition of applicable NFPA and ULC standards for equipment mounting.

RADIO ANTENNA MOUNT

There will be one (1) standard 1.125", 18 thread antenna-mounting base(s) installed on the right side on the cab roof with high efficiency, low loss, coaxial cable(s) routed to the instrument panel area. A weatherproof cap will be installed on the mount.



VEHICLE CAMERA SYSTEM

There will be a color vehicle camera system provided with the following:

- One (1) Analog High Definition (AHD) white camera located at the rear of the apparatus, pointing rearward, displayed automatically with the vehicle in reverse.

The camera image will be displayed on a 7.00" High Definition (HD) display located in view of the driver on the dash. The display will include manual camera activation capability and audio from the active camera.

The following components will be included:

- One (1) HD700136DC, display
- One (1) 1080p AHD rear camera
- All necessary cables

Camera Switcher

A camera switcher is not required.

RECESS, REAR BODY CAMERA

A recessed box will be installed in the light stick housing in the rear body to protect the back up camera from damage.

ELECTRICAL POWER CONTROL SYSTEM

A compartment will be provided in or under the cab to house the vehicle's electrical power and signal circuit protection and control components. The power and signal protection and control compartment will contain circuit protection devices and power control devices. Power and signal protection and control components will be protected against corrosion, excessive heat, excessive vibration, physical damage and water spray.

Serviceable components will be readily accessible.

Circuit protection devices, which conform to SAE standard, will be utilized to protect each circuit. All circuit protection devices will be sized to prevent wire and component damage when subjected to extreme current overload. General protection circuit breakers will be Type-I automatic reset (continuously resetting) and conform to SAE J553 or J258. When required, automotive type fuses conforming to SAE J554, J1284, J1888 or J2077 will be utilized to protect electronic equipment.

Power control relays and solenoids will have a direct current (dc) rating of 125 percent of the maximum current for which the circuit is protected.

Visual status indicators will be supplied to identify control safety interlocks and vehicle status. In addition to visual status indicators, audible alarms designed to provide early warning of problems before they become critical will be used.

Voltage Monitor System

A voltage monitor system will be provided to indicate the status of each battery system connected to the vehicle's electrical load. The monitor system will provide visual and audio warning when the system voltage is below optimum levels.

Power and Ground Studs

Spare circuits will be provided in the primary distribution center for two-way radio equipment.

The spare circuits will consist of the following:

- One (1) 12-volt DC, 30 amp battery direct spare
- One (1) 12-volt DC ground and un-fused switched battery stud located in or adjacent to the power distribution center

EMI/RFI Protection

The electrical system proposed will include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system design and components will be used to ensure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.

The apparatus proposed will have the ability to operate in the electromagnetic environment typically found in fire ground operations. The contractor will be able to demonstrate the EMI and RFI testing has been done on similar apparatus and certifies that the vehicle proposed meets SAE J551 requirements.

EMI/RFI susceptibility will be controlled by applying immune circuit designs, shielding, twisted pair wiring and filtering. The electrical system will be designed for full compatibility with low level control signals and high powered two-way radio communication systems. Harness and cable routing will be given careful attention to minimize the potential for conducting and radiated EMI-RFI susceptibility.

ELECTRICAL

All 12-volt electrical equipment installed by Pierce Manufacturing will conform to modern automotive practices. All wiring will be high temperature crosslink type. Wiring will be run, in loom or conduit, where exposed and have grommets where wire passes through sheet metal. Automatic reset circuit breakers will be provided which conform to SAE Standards. Wiring will be color, function and number coded. Function and number codes will be continuously imprinted on all wiring harness conductors at 2.00" intervals. Exterior exposed wire connectors will be positive locking, and environmentally sealed to withstand elements such as temperature extremes, moisture and automotive fluids.

Electrical wiring and equipment will be installed utilizing the following guidelines:

1. All holes made in the roof will be caulked with silicon. Large fender washers, liberally caulked, will be used when fastening equipment to the underside of the cab roof.
2. Any electrical component that is installed in an exposed area will be mounted in a manner that will not allow moisture to accumulate in it. Exposed area will be defined as any location outside of the cab or body.
3. Electrical components designed to be removed for maintenance will not be fastened with nuts and bolts. Metal screws will be used in mounting these devices. Also, a coil of wire will be provided behind the appliance to allow them to be pulled away from mounting area for inspection and service work.
4. Corrosion preventative compound will be applied to all terminal plugs located outside of the cab or body. All non-waterproof connections will have this compound in the plug to prevent corrosion and for easy separation (of the plug).
5. All lights that have their sockets in a weather exposed area will have corrosion preventative compound added to the socket terminal area.
6. All electrical terminals in exposed areas will have silicon applied completely over the metal portion of the terminal.

All lights and reflectors, required to comply with Federal Motor Vehicle Safety Standard #108, will be furnished. Rear identification lights will be recessed mounted for protection.

Lights and wiring mounted in the rear bulkheads will be protected from damage by installing a false bulkhead inside the rear compartments.

An operational test will be conducted to ensure that any equipment that is permanently attached to the electrical system is properly connected and in working order.

The results of the tests will be recorded and provided to the purchaser at time of delivery.

BATTERY SYSTEM

There will be four (4) 12 volt Stryten/Exide®, Model 31S950X5W, batteries that include the following features will be provided:

- 950 CCA, cold cranking amps
- 190 amp reserve capacity
- High cycle
- Group 31
- Rating of 3800 CCA at 0 degrees Fahrenheit
- 760 minutes of reserve capacity
- Threaded stainless steel studs

Each battery case will be a black polypropylene material with a vertically ribbed container for increased vibration resistance. The cover will be manifold vented with a central venting location to allow a 45 degree tilt capacity.

The inside of each battery will consist of a "maintenance free" grid construction with poly wrapped separators and a flooded epoxy bottom anchoring for maximum vibration resistance.

BATTERY SYSTEM

There will be a single starting system with an ignition switch and starter button provided and located on the cab instrument panel.

MASTER BATTERY SWITCH

There will be a master battery switch provided within the cab within easy reach of the driver to activate the battery system.

An indicator light will be provided on the instrument panel to notify the driver of the status of the battery system.

BATTERY COMPARTMENTS

Batteries will be placed on non-corrosive mats and be stored in well ventilated compartments located under the cab and bolted directly to the chassis frame. The battery boxes will have reinforced sides. The battery compartments will be constructed of 0.188" steel plate and be designed to accommodate a maximum of three (3) group 31 batteries in each compartment. The battery hold-downs will be of a non-corrosive material. All bolts and nuts will be stainless steel.

Heavy-duty, 2/0 gauge, color coded battery cables will be provided. Battery terminal connections will be coated with anti-corrosion compound.

Battery solenoid terminal connections will be encapsulated with semi-permanent rubberized compound.

JUMPER STUDS

One (1) set of battery jumper studs with plastic color-coded covers will be included on the battery compartments.

BATTERY CHARGER

There will be a Kussmaul™, Chief Series Smart Charger 6012, product code 091-266-12-60, 60 amp battery charger with build-in touch screen display provided.

The battery charger will be wired to the AC shoreline inlet through a junction box located near the battery charger.

The battery charger will be located in the cab behind the driver seat.

REMOTE CONTROL PANEL - BATTERY CHARGER

There will be a Kussmaul™, Chief Series Smart Charger remote control panel, product code 091-266-RCP included.

The battery charger indicator/remote panel will be displayed through the window behind the driver seat. The display will be mounted on a bracket so that it is visible from outside the apparatus in the lower corner of the window.

KUSSMAUL AUTO EJECT FOR SHORELINE

There will be one (1) Kussmaul Model 091-159-30-120, 30 amp 120 volt AC shoreline inlet(s) provided to operate the dedicated 120 volt AC circuits on the apparatus.

The shoreline inlet(s) will include red weatherproof flip up cover(s).

There will be a release solenoid wired to the vehicle's starter to eject the AC connector when the engine is starting.

The shoreline will be connected to battery charger.

A mating connector body will be supplied with the loose equipment.

There will be a label installed near the inlet(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

The shoreline receptacle will be located on the driver side of cab, above wheel.

ALTERNATOR

There will be a Leece-Neville, Model BLP4003, alternator provided. It will have a rated output current of 420 amp as measured by SAE method J56. The alternator will feature an integral, self diagnostic regulator and rectifier. The alternator will be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.

ELECTRONIC LOAD MANAGEMENT

An electronic load management (ELM) system that monitors the vehicles 12-volt electrical system, and automatically reduces the electrical load in the event of a low voltage condition and by doing so, ensures the integrity of the electrical system.

The ELM will monitor the vehicle's voltage while at the scene (parking brake applied). It will sequentially shut down individual electrical loads when the system voltage drops below a preset value. Two (2) separate electrical loads will be controlled by the load manager. The ELM will sequentially re-energize electrical loads as the system voltage recovers.

HEADLIGHTS

There will be four (4) JW Speaker®, Model 8800, 4" x 6" rectangular LED lights mounted in the front quad style, chrome housing on each side of the cab grille:

- the outside light on each side will contain a part number 055***1 low beam module
- the inside light on each side will contain a part number 055***1 high beam module
- the headlights to include chrome bezels

The low beam lights will be activated when the headlight switch is on.

The high beam and low beam lights will be activated when the headlight switch and the high beam switch is activated.

FRONT DIRECTIONALS

The front directional's will be Whelen®, Model M62T, 4.31" high x 6.75" wide x 1.37" deep directional lights with amber LEDs. The lens color(s) to be clear. The directional's will be housed in the same common bezel as the front warning light and will be located above the headlights. The housing to be polished and the trim shall be chrome.

The flash pattern of the directional lights will be Steady On (Arrow).

INTERMEDIATE LIGHT

There will be two (2) Weldon, Model 9186-8580-29, amber LED turn signal marker lights furnished, one (1) each side, in the rear fender panel. The light will double as a turn signal and marker light.

CAB CLEARANCE/MARKER/ID LIGHTS

There will be seven (7) amber LED lights provided per the following:

- Three (3) amber LED identification lights will be installed in the center of the cab above the windshield.

- Two (2) amber LED clearance lights will be installed, one (1) on each outboard side of the cab above the windshield as close to the outside of the apparatus as practical.
- Two (2) amber LED clearance lights will be installed, one (1) on each side of the cab as high and far forward as practical.

The lights will be installed without guards.

FRONT CAB SIDE DIRECTIONAL/MARKER LIGHTS

There will be two (2) Weldon, Model 9186-8580-29, amber LED lights installed front of the cab door, one (1) on each side of the cab.

The lights will activate as marker lights with the headlight switch and directional lights with the corresponding directional circuit.

REAR CLEARANCE/MARKER/ID LIGHTING

There will be a three (3) LED light bar used as identification lights located at the rear of the apparatus per the following:

- As close as practical to the vertical centerline
- Centers spaced not less than 6.00" or more than 12.00" apart
- Red in color
- All at the same height

There will be two (2) LED lights installed at the rear of the apparatus used as clearance lights located at the rear of the apparatus per the following:

- To indicate the overall width of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the rear
- All at the same height

There will be two (2) LED lights installed on the side of the apparatus used as marker lights as close to the rear as practical per the following:

- To indicate the overall length of the vehicle
- One (1) each side of the vertical centerline
- As near the top as practical
- Red in color
- To be visible from the side
- All at the same height

There will be two (2) red reflectors located on the rear of the truck facing to the rear. One (1) each side, as far to the outside as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

There will be two (2) red reflectors located on the side of the truck facing to the side. One (1) each side, as far to the rear as practical, at a minimum of 15.00", but no more than 60.00", above the ground.

Per FMVSS 108 and CMVSS 108 requirements.

REAR FMVSS LIGHTING

The rear stop/tail and directional lighting included in the rear tail light housing will include the following:

- Two (2) Whelen®, Model M62BTT, 4.30" high x 6.70" wide x 1.40" deep brake/tail lights with red LEDs
- Two (2) Whelen, Model M62T, 4.30" high x 6.70" wide x 1.40" deep directional lights with amber LEDs. The directional lights will be set to Steady On (Arrow) flash pattern.
- The lens color(s) to be clear.

There will be two (2) Whelen Model M62BU, LED backup lights provided in the tail light housing.

LICENSE PLATE BRACKET

One (1) license plate bracket constructed of stainless steel will be provided at the rear of the apparatus.

One (1) white LED light with chrome housing will be provided to illuminate the license plate. A stainless steel light shield will be provided over the light that will direct illumination downward, preventing white light to the rear.

LIGHTING BEZEL

There will be two (2) Whelen, Model M6FCV4P, four (4) place chromed ABS housings with Pierce logos provided for the rear M6 series stop/tail, directional, back up, scene lights or warning lights.

BACK-UP ALARM

A PRECO, Model 1040, solid-state electronic audible back-up alarm that actuates when the truck is shifted into reverse will be provided. The device will sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum ten (10) dBA above surrounding environmental noise levels.

CAB PERIMETER SCENE LIGHTS

There will be four (4) TecNiq, Model T10-LC00-1, 15.00" lights with white LEDs and 45 degree stainless steel brackets provided per the following:

- one (1) under the driver's side cab access step
- one (1) under the passenger's side cab access step
- one (1) under the passenger's side crew cab access step
- one (1) under the driver's side crew cab access step

The lights will be activated when the battery switch is on, when the respective door is open and by the same control selected for the body perimeter lights.

PUMP HOUSE PERIMETER LIGHTS

There will be two (2) TecNiq, Model T10-LC00-1, 15.00" white 12 volt DC LED weatherproof strip lights provided under the pump panel running boards, one (1) each side.

The lights will be controlled by the same means as the body perimeter lights.

BODY PERIMETER SCENE LIGHTS

There will be two (2) TecNiq, Model T10-LC00-1, 15.00" 12 volt DC LED strip lights provided at the rear step area of the body, one (1) each side shining to the rear.

The perimeter scene lights will be activated when the parking brake is applied.

STEP LIGHTS

Four (4) white LED step lights will be provided. One (1) step light will be provided on each side, on the front compartment face and two (2) step lights at the rear to illuminate the tailboard.

In order to ensure exceptional illumination, each light will provide a minimum of 25 foot-candles (fc) covering an entire 15.00" x 15.00" square placed 10.00" below the light and a minimum of 1.5 fc covering an entire 30.00" x 30.00" square at the same 10.00" distance below the light.

These step lights will be actuated with the pump panel light switch.

All other steps on the apparatus will be illuminated per the current edition of applicable NFPA standards.

12 VOLT LIGHT BRACKET

There will be four (4) painted smooth aluminum bracket(s) installed 2 each side top of body side sheet for the surface mounted flood light. The bracket(s) will have all wiring totally enclosed.

12 VOLT LIGHTING

There will be one (1) Whelen® Model P*H2*, 17,750 lumens 12 volt DC light(s) with a combination of flood and spot optics provided on the front visor, centered.

The housing(s) painted parts of this light assembly to be white.

The light(s) will be controlled by a switch at the driver's side switch panel.

These light(s) may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, right side of cab above crew window.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT DC SCENE LIGHTS

There will be one (1) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC powered light(s) with white LEDs installed on the cab located, left side of cab above crew window.

The surface mount housing(s) will be provided with a chrome cover.

The light(s) will be activated by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model PCPSM1*, 10,444 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, body rear, upper corners.

The light(s) will include black housing(s) with a chrome cover.

The light(s) will be controlled by a switch at the driver's side switch panel and by a switch in a stainless steel cup located on the driver's side at the rear of the apparatus no more than 72.00" from the ground.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, right body side, forward and rearward corners.

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

12 VOLT LIGHTING

There will be two (2) Whelen® Model PCPSM2*, 16,000 lumens 12 volt DC surface mount light(s) installed on the body of the apparatus located, left body side, forward and rearward corners.

The light(s) will include housing(s) with a chrome cover.

The light(s) will be controlled by a switch at the driver's side switch panel.

The light(s) may be load managed when the parking brake is applied.

DECK LIGHTS

There will be two (2) Whelen, Model PFBP12C, 12 volt DC LED floodlights with swivel mount provided at the rear of the hose bed, one (1) each side.

The lights will be activated by a control from a switch in a stainless steel recessed cup at the rear of the truck.

HOSE BED LIGHTS

There will be white 12 volt DC LED light strips with stainless steel protective cover, provided to light the hose bed area. Hose Bed lights will meet the photometric levels listed in the current edition of applicable NFPA standards for Hose Bed lighting requirements.

- Light strip(s) will be installed along the upper edge of the left side of the hose bed.

- Light strip(s) will be installed along the upper edge of the right side of the hose bed.

The lights will be activated by a stainless steel cup switch located at the rear no more than 72.00" from the ground.

WALKING SURFACE LIGHT

There will be Model FRP, 4.00" round black 12 volt DC LED floodlight(s) with bolt mount provided to illuminate the entire designated walking surface on top of the body.

The light(s) will be activated when the body step lights are on.

WATER TANK

Booster tank will have a capacity of 500 gallons and be constructed of polypropylene plastic by United Plastic Fabricating, Incorporated.

Tank will have a rectangular shape.

Tank joints and seams will be nitrogen welded inside and out.

Tank will be baffled in accordance with the current edition of applicable NFPA standards.

Baffles will have vent openings at both the top and bottom to permit movement of air and water between compartments.

Longitudinal partitions will be constructed of .38" polypropylene plastic and will extend from the bottom of the tank through the top cover to allow for positive welding.

Transverse partitions will extend from 4.00" off the bottom of the tank to the underside of the top cover.

All partitions will interlock and will be welded to the tank bottom and sides.

Tank top will be constructed of .50" polypropylene. It will be recessed .38" and will be welded to the tank sides and the longitudinal partitions.

Tank top will be sufficiently supported to keep it rigid during fast filling conditions.

Construction will include 2.00" polypropylene dowels spaced no more than 30.00" apart and welded to the transverse partitions. Two (2) of the dowels will be drilled and tapped (.50" diameter, 13.00" deep) to accommodate lifting eyes.

A sump that will be sized dependent on the tank to pump plumbing will be provided at the bottom of the water tank.

Sump will include a drain plug and the tank outlet.

Tank will be installed in a fabricated cradle assembly constructed of structural steel.

Sufficient crossmembers will be provided to properly support bottom of tank. Crossmembers will be constructed of steel bar channel or rectangular tubing.

Tank will "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .50" thick x 3.00" wide, will be placed on all horizontal surfaces that the tank rests on.

Stops or other provision will be provided to prevent an empty tank from bouncing excessively while moving vehicle.

Mounting system will be approved by the tank manufacturer.

Fill tower will be constructed of 0.50" polypropylene and will be a minimum of 8.00" wide x 14.00" long.

Fill tower will be furnished with a 0.25" thick polypropylene screen and a hinged cover.

An overflow pipe, constructed of 4.00" schedule 40 polypropylene, will be installed approximately halfway down the fill tower and extend through the water tank and exit to the rear of the rear axle.

SLEEVE PLUMBING THROUGH TANK

One (1) sleeve will be provided in the water tank for a 3.00" pipe to the rear.

HOSE BED

The hose bed will be fabricated of 0.125"-5052 aluminum with a nominal 38,000 psi tensile strength.

Upper and rear edges of side panels will have a double break for rigidity, a split tube finish will not be acceptable.

The upper area at the rear of the hose bed will be covered with brushed stainless steel to prevent damage to painted surface when hose is removed.

Flooring of the hose bed will be removable aluminum grating with the top surface corrugated to aid in hose aeration. The grating slats will be a minimum of 0.50" x 4.50" with spacing between slats for hose ventilation.

The hose bed interior walls will be painted to match the lower body color.

Hose bed will accommodate 650' of 5" LDH 600' of 2.5" DJ Hose 250' of 2.5" DJ Hose with 2.5" Hose with gated wye and 100' of 1.75" DJ Hose.

HOSE BED DIVIDER

Two (2) hosebed dividers will be furnished for separating hose.

Each divider will be constructed of a .125" brushed aluminum sheet fitted and fastened into a slotted, 1.50" diameter radiused extrusion along the top, bottom, and rear edge.

Divider will be fully adjustable by sliding in tracks, located at the front and rear of the hose bed.

Divider will be held in place by tightening bolts, at each end.

Acorn nuts will be installed on all bolts in the hose bed which have exposed threads.

HOSEBED HOSE RESTRAINT

A black hosebed cover will be furnished on the top of the hosebed with awning rail (aluminum retainer) fasteners at the front and StayPut Shock Cord Loop Pull Tab fasteners on the sides. The vinyl hosebed cover will be attached to the rear of the top of the hosebed with bungee cord and hook.

HOSE BED RESTRAINT, REAR

The hose in the hose bed will be restrained by heavy duty 2.00" black nylon webbing with a 1.50" x 4.00" box pattern. The webbing will be installed at the rear of the hose bed with Velcro strap and footman loop at the top. At the bottom of the webbing, Velcro strap and footman loop will be provided.

A cross-divider will be provided just behind the fill tower. The divider will be bolted to the side sheet.

RUNNING BOARDS

Running boards will be fabricated of 0.125" bright aluminum treadplate.

Each running board will be supported by a welded 2.00" square tubing and channel assembly, which will be bolted to the pump compartment substructure.

Running boards will be 12.75" deep and spaced 0.50" away from the pump panel.

A splash guard will be provided above the running board treadplate.

TAILBOARD

The tailboard will also be constructed of .125" bright aluminum treadplate and spaced .50" from the body, as well as supported by a structural steel assembly.

The tailboard area will be 16.00" deep.

The exterior side will be flanged down and in for increased rigidity of tailboard structure.

REAR WALL, SMOOTH ALUMINUM/BODY MATERIAL

The rear facing surfaces of the center rear wall will be smooth aluminum.

The bulkheads, the surface to the rear of the side body compartments, will be smooth and the same material as the body.

The center rear wall will be inset 16" from the body bulkhead rear walls.

Any inboard facing surfaces below the height of the hosebed will be aluminum diamondplate.

REAR TOW EYES

Two (2) tow eyes, which are an integral part of the body mounting substructure, will be installed below the rear of the truck.

The tow eyes will be of adequate strength to allow the truck to be pulled from the eyes.

REAR TOW BAR

One (1) tow bar will be installed under the tailboard.

The tow bar assembly will be designed and positioned to allow up to a 30-degree upward angled pull of 17,000 lb, or a 20,000 lb straight horizontal pull in line with the centerline of the vehicle.

The tow bar design will have been tested and evaluated using finite element analysis techniques.

COMPARTMENTATION

Body and compartments will be fabricated of 0.125", 5052-H32 aluminum.

Side compartments will be an integral assembly with the rear fenders.

Circular fender liners will be provided for prevention of rust pockets and ease of maintenance.

Side compartment flooring will be of the sweep out design with the floor higher than the compartment door lip.

The side compartment door opening will be framed by flanging the edges in 1.75" and bending out again 0.75" to form an angle.

Drip protection will be provided above the doors by means of bright aluminum extrusion, formed bright aluminum treadplate or polished stainless steel.

The top of the compartment will be covered with bright aluminum treadplate rolled over the edges on the front, rear and outward side. These covers will have the corners welded.

Side compartment covers will be separate from the compartment tops.

Front facing compartment walls will be covered with bright aluminum treadplate.

All screws and bolts which protrude into a compartment will have acorn nuts on the ends to prevent injury.

UNDERBODY SUPPORT SYSTEM

Due to the severe loading requirements of this pumper a method of body and compartment support suitable for the intended load will be provided.

The backbone of the support system will be the chassis frame rails which is the strongest component of the chassis and is designed for sustaining maximum loads.

Forward to the rear axle, the support system will include "L"-shaped support members bolted to the chassis frame rails. These welded support members will include vertical formed channels, horizontal structural channels, and support gussets. These parts extend from the chassis frame outward underneath the body.

Rearward to the rear axle, the body support system will include two rearward facing "L"-shaped support members bolted to the chassis frame rails. These support members will be connected to the two body supporting crossmembers forming a boxed foundation for the rear body support system.

Steel upper platform decks will be mounted on the top of these support members to create a floating substructure which will result in a 500 lb equipment support rating per lower compartment.

All structural components of this system will be made from high strength 50K steel plate material or structural steel componentry. The steel frames as well as the steel vertical angles will be treated with an epoxy E-coat or equivalent to provide resistance to corrosion and chemicals as standard.

The floating substructure will be separated from the horizontal members with neoprene elastomer isolators. These isolators will reduce the natural flex stress of the chassis from being transmitted to the body.

Isolators will have a broad load range, proven viability in vehicular applications, be of a fail-safe design and allow for all necessary movement in three (3) transitional and rotational modes.

The neoprene isolators will be installed in a pattern which assimilates a three (3)-point mounting pattern to reduce the natural flex of the chassis being transmitted to the body.

A design with body compartments hanging on the chassis in an unsupported fashion will not be acceptable.

AGGRESSIVE WALKING SURFACE

All exterior surfaces designated as stepping, standing, and walking areas will comply with the required average slip resistance of the current NFPA standards.

LOUVERS

Louvers will be stamped into compartment walls to provide the proper airflow inside the body compartments and to prevent water from dripping into the compartment. Where these louvers are provided, they will be formed into the metal and not added to the compartment as a separate plate.

TESTING OF BODY DESIGN

Body structural analysis will be fully tested. Proven engineering and test techniques such as finite element analysis, strain gauging, and model analysis will be performed with special attention given to fatigue, life and structural integrity of the body and substructure.

Body will be tested while loaded to its greatest in-service weight.

The criteria used during the testing procedure will include:

- Raising opposite corners of the vehicle tires 9.00" to simulate the twisting a truck may experience when driving over a curb.
- Making a 90 degree turn, while driving at 20 mph to simulate aggressive driving conditions.
- Driving the vehicle at 35 mph on a washboard road.
- Driving the vehicle at 55 mph on a smooth road.
- Accelerating the vehicle fully, until reaching the approximate speed of 45 mph on rough pavement.

Evidence of actual testing techniques will be made available upon request.

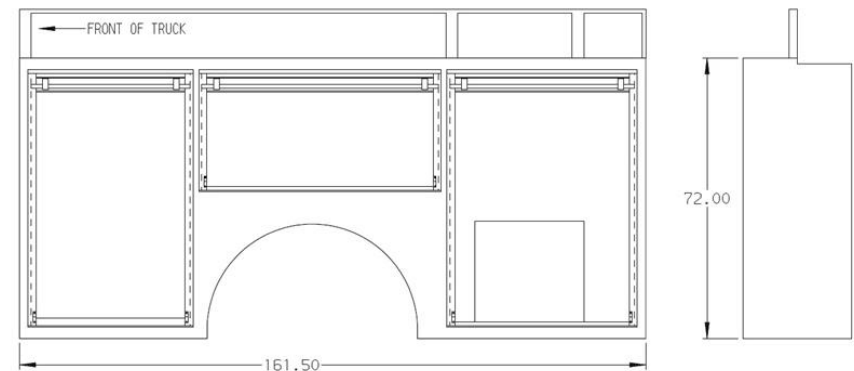
LEFT SIDE COMPARTMENTATION

The left side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 44.00" wide x 66.63" high x 25.88" deep. The clear door opening will be a minimum of 38.25" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 31.38" high x 25.88" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 67.63" high x 25.88" deep. The clear door opening will be a minimum of 44.75" wide x 57.88" high.



COMPARTMENT	CLEAR DOOR OPENINGS					
	AMDOR		GORTITE		ROM	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
Ahead of axle	39.00	56.88	38.25	58.00	38.44	58.25
Over axle	59.00	23.13	58.25	24.25	58.44	24.50
Behind axle	45.50	57.88	44.75	59.00	44.94	59.25

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

RIGHT SIDE COMPARTMENTATION

The right side compartmentation will consist of three rollup door compartments.

A full height, rollup door compartment ahead of the rear wheels will be provided. The interior dimensions of this compartment will be 44.00" wide x 65.13" high x 25.88" deep. The clear door opening will be a minimum of 38.25" wide x 56.88" high.

A rollup door compartment over the rear wheels will be provided. The interior dimensions of this compartment will be 66.50" wide x 31.38" high x 25.88" deep. The clear door opening will be a minimum of 58.25" wide x 23.13" high.

A full height, rollup door compartment behind the rear wheels will be provided. The interior dimensions of this compartment will be 47.75" wide x 66.13" high x 25.88" deep. The clear door opening will be a minimum of 44.75" wide x 57.88" high.

The interior height of the compartments will be measured from the compartment floor to the ceiling. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartments will be measured from the back wall to the inside of the door frame.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

SIDE COMPARTMENT ROLLUP DOOR(S)

There will be six (6) compartment doors installed on the side compartments. The doors will be double faced aluminum construction, painted one (1) color to match the lower portion of the body and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Doors will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surfaces will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

REAR COMPARTMENTATION

A roll-up door compartment above the rear tailboard will be provided.

The interior dimensions of this compartment will be 40.00" wide x 33.63" high x 25.88" deep. The spool of the rollup door at the top of the compartment takes up some usable space. The depth of the compartment will be calculated with the compartment door closed.

A louvered, removable access panel will be furnished on the back wall of the compartment.

The rear compartment will be open into the rear side compartments.

The clear door opening of this compartment will be a minimum of 33.25" wide x 23.88" high.

Closing of the door will not require releasing, unlocking, or unlatching any mechanism and will easily be accomplished with one hand.

ROLLUP REAR COMPARTMENT DOOR

There will be a rear rollup door. The door will be double faced aluminum construction, an anodized satin finish and manufactured by Gortite®.

Lath sections will be an interlocking rib design and will be individually replaceable without complete disassembly of door.

Between each slat at the pivoting joint will be a PVC inner seal to prevent metal to metal contact and prevent dirt or moisture from entering the compartments. Seals will allow door to operate in extreme temperatures ranging from 180 to -40 degrees Fahrenheit. Side, top and bottom seals will be provided to resist ingress of dirt and weather and be made of Santoprene.

All hinges, barrel clips and end pieces will be nylon 66. All nylon components will withstand temperatures from 300 to -40 degrees Fahrenheit.

A polished stainless steel lift bar to be provided for each roll-up door. Lift bar will be located at the bottom of door and have latches on the outer extrusion of the doors frame. A ledge will be supplied over lift bar for additional area to aid in closing the door.

Door will be constructed from an aluminum box section. The exterior surface of each slat will be flat. The interior surface will be concave to provide strength and prevent loose equipment from jamming the door from inside.

To conserve space in the compartments, the spring roller assembly will not exceed 3.00" in diameter.

The header for the rollup door assembly will not exceed 4.00".

A heavy-duty magnetic switch will be used for control of open compartment door warning lights.

DOOR GUARD

There will be seven (7) compartment doors that will include a guard/drip pan designed to protect the rollup door from damage when in the retracted position and contain any water spray. The guard will be fabricated from stainless steel and installed left side rearward compartment, left side over the wheel compartment, left side forward compartment, right side rearward compartment, right side over the wheel compartment, right side forward compartment and rear compartment.

COMPARTMENT LIGHTING

There will be seven (7) compartment(s) with two (2) white 12 volt DC LED compartment light strips. The dual light strips will be centered vertically along each side of the door framing. There will be two (2) light strips per compartment. The dual light strips will be in all body compartment(s).

Any remaining compartments without light strips will have a 6.00" diameter Truck-Lite, Model: 79384 light. Each light will have a number 1076 one filament, two wire bulb.

Opening the compartment door will automatically turn the compartment lighting on.

MOUNTING TRACKS

There will be five (5) sets of tracks for mounting shelf(s) in LS1, LS3, RS1, RS3 and B1. These tracks will be installed vertically to support the adjustable shelf(s). The tracks will be painted to match the compartment interior.

ADJUSTABLE SHELVES

There will be ten (10) shelves with a capacity of 500 lb provided.

The shelf construction will consist of .188" aluminum painted spatter gray with 2.00" sides.

Each shelf will be infinitely adjustable by means of a threaded fastener, which slides in a track.

The shelves will be held in place by .12" thick stamped plated brackets and bolts.

The location(s) will be determined at a later date.

SLIDE-OUT ADJUSTABLE HEIGHT TRAY

There will be one (1) slide-out tray provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 250 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

Each tray will be mounted on a pair of side mounted slides. The slide mechanisms will have ball bearings for ease of operation and years of dependable service. The slides will be mounted to shelf tracks to allow the tray to be adjustable up and down within the designated mounting location.

An automatic lock will be provided for both the in and out tray positions. The lock trip mechanism will be located at the front of the tray and will be easily operated with a gloved hand.

The location(s) will be in LS3 centered between the floor and ceiling

SINGLE HANDED CABLE LATCH

A cable will be provided to tie together the two (2) spring loaded locks that are provided as standard at the front of a slide-out/tilt tray in order to provide single hand operation of the tray.

The single hand operation cable will be provided on a total of one (1) slide-out tray located LS2 compartment.

SLIDE-OUT/TILT-DOWN TRAY

There will be one (1) slide-out tray provided.

The bottom of each tray will be constructed of 0.188" thick aluminum painted spatter gray while special aluminum extrusions will be utilized for the tray sides, ends, and tracks. The corners will be welded to form a rigid unit.

A spring loaded lock will be provided on each side at the front of the tray. Releasing the locks will allow the tray to slide out approximately two-thirds (2/3) of its length from the stowed position and tip 30 degrees down from horizontal. The tray will be equipped with ball bearing rollers for smooth operation.

Rubber padded stops will be provided for the tray in the extended position.

The capacity rating of the tray will be a minimum of 215 lb in the extended position.

The vertical position of the tray within the compartment will be adjustable.

The location(s) will be in LS2 centered between the floor and ceiling.

SLIDE-OUT FLOOR MOUNTED TRAY

There will be three (3) floor mounted slide-out tray(s) provided.

Each tray will have 2.00" high sides and a minimum capacity rating of 500 lb in the extended position.

Each tray will be constructed of aluminum painted spatter gray.

There will be two undermount-roller bearing type slides rated at 250 lb each provided. The pair of slides will have a safety factor rating of 2.

To ensure years of dependable service, the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will require no more than a 50lb force for push-in or pull-out movement when fully loaded after having been subjected to a 40 hour vibration (shaker) test under full load. The vibration drive file will have been generated from accelerometer data collected from a heavy truck chassis driven over rough gravel roads in an unloaded condition. Proof of compliance will be provided upon request.

Automatic locks will be provided for both the "in" and "out" positions. The trip mechanism for the locks will be located at the front of the tray for ease of use with a gloved hand.

The location(s) will be RS1, LS1 and B1.

SWING OUT TOOLBOARD

A swing out aluminum toolboard will be provided.

It will be a minimum of 0.188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard.

The board will be mounted on a pivoting device at the front of the compartment on the top and bottom to allow easy movement in and out of the compartment. The maximum tool load will be 400 lb.

The board will have positive lock in the stowed and extended position.

The board will have a D-ring handle to secure it in the stowed position.

The board will be mounted on adjustable tracks from front to back within the compartment.

One (1) toolboard(s) will be provided. The toolboard(s) will be spatter gray painted and installed RS2 full height and width.

SLIDE OUT TOOLBOARD

A slide out aluminum toolboard will be provided.

It will be a minimum of .188" thick with .203" diameter holes in a pegboard pattern with 1.00" centers between holes.

A 1.00" x 1.00" aluminum tube frame will be welded to the edge of the pegboard. A handhold cutout will be provided on the outboard edge of the toolboard.

The board will be mounted on an undermount - roller bearing type slides rated at 500lbs per pair with a 100% safety factor.

To ensure years of dependable service the slides will be coated with a finish that is tested to withstand a minimum of 1,000 hours of salt spray per ASTM B117.

To ensure years of easy operation, the slides will also be able to operated smoothly without bumps or sticky spots after a 40 hour vibrations test (reference MIL-STD 810E section 514.4 basic transportation vibration category 1) while fully loaded. Proof of compliance will be provided upon request.

The slide will be mounted mounted on adjustable tracks side to side within the compartment.

The board will have positive lock in the stowed and extended position.

There will be One (1) toolboard(s) provided, will be painted spatter gray to match compartment interior, and installed LS3 compartment.

"L" SHAPED PARTITION IN COMPARTMENT

One (1) partition will be bolted in LS1 compartment. Each partition will be "L" shaped, painted spatter gray.

RUB RAIL

Bottom edge of the side and rear of the body compartments will be trimmed with a bright aluminum extruded rub rail.

Trim will be 2.12" high with 1.38" flanges turned outward for rigidity.

The rub rails will not be an integral part of the body construction, which allows replacement in the event of damage.

BODY FENDER CROWNS

Polished stainless steel fender crowns will be provided around the rear wheel openings with a dielectric barrier will be provided between the fender crown and the fender sheet metal to prevent corrosion.

The fender crowns will be held in place with stainless steel screws that thread directly into a composite nut and not directly into the parent body sheet metal to eliminate dissimilar metals contact and greatly reduce the chance for corrosion. Rubber welting will be provided between the body and crown.

BODY FENDER LINER

A aluminum painted to match the lower body color fender liner will be provided. The liners will be removable to aid in the maintenance of rear suspension components.

HARD SUCTION HOSE

Hard suction hose will not be required.

HANDRAILS

The handrails will be 1.25" diameter knurled aluminum to provide a positive gripping surface.

Chrome plated end stanchions will support the handrail. Plastic gaskets will be used between end stanchions and any painted surfaces.

Drain holes will be provided in the bottom of all vertically mounted handrails.

Handrails will be provided to meet current edition of applicable NFPA standards. The handrails will be installed as noted on the sales drawing.

HANDRAILS

One (1) vertical handrail will be located on each rear beavertail.

HANDRAIL

One (1) full width horizontal knurled aluminum handrail will be provided below the hose bed at the rear of the apparatus.

AIR BOTTLE STORAGE (DOUBLE)

A quantity of four (4) air bottle compartments, 15.25" wide x 7.75" tall x 26.00" deep, will be provided on the left side forward of the rear wheels, on the left side rearward of the rear wheels, on the right side forward of the rear wheels and on the right side rearward of the rear wheels. A brushed stainless steel door with a Southco raised trigger C2 chrome lever latch will be provided to contain the air bottle. A dielectric barrier will be provided between the door hinge, hinge fasteners and the body sheet metal.

Inside the compartment, black rubber matting will be provided.

EXTENSION LADDER

There will be a 28', two (2)-section, aluminum, Duo-Safety, Series 1200-A extension ladder provided.

ROOF LADDER

There will be one (1) 16' aluminum Duo-Safety Series 875-A roof ladder(s) provided.

LADDER STORAGE

The ladders will be stored inside the upper section of the right side compartments.

The ladders will extend into the pump compartment just to the rear of the water pump discharges. The section of ladders that extend into the pump house will also be enclosed. A black rubber boot will be provided to enclose the ladders in the gap between the pump house and the body.

Each ladder will be stored vertically in a separate stainless steel storage trough. Each stainless steel trough will be lined with Dura-Surf nylon slides.

A vertically hinged smooth aluminum door with a D-handle latch will be provided at the rear bulkhead to access the ladders. The door will be hinged along the inboard edge.

FOLDING LADDER

One (1) 10.00' aluminum, Series 585-A, Duo-Safety folding ladder will be installed.

STOKES BASKET STORAGE

A full-width transverse area over the pump and forward of the crosslays will hold one (1) stokes basket horizontally.

A blister will be supplied at each side to enclose the basket due to its length.

The basket will be accessible from either side of the vehicle through the painted aluminum door(s) with a pair of D-handle latches. The door(s) will be hinged along the forward edge.

The size of the stokes basket to be stored will be 84.00" long x 25.00" wide x 9.00" high.

PIKE POLE, 10'

One (1) pike pole 10' long DUO Safety with a fiberglass handle, will be provided and located in ladder storage.

- one (1) Fire Hooks Unlimited, New York Roof Hook , 10' long roof hook with steel shaft and pry end will be provided.

PIKE POLE STORAGE

There will be storage designated on the right side for Two (2) pike poles 8' or longer pike poles with a 1.38" notch, to accommodate a New York style pike pole, stored in a tube between the side sheet and tank in the ground ladder storage compartment.

6' PIKE POLE

There will be one (1) Fire Hooks Unlimited NY roof hook RH-6, 6' pike pole(s) with steel handles and pry end provided in ladder storage.

PIKE POLE STORAGE

There will be storage designated right side for One (1) pike pole with a 1.38" notch, to accommodate a New York style pike pole stored in a tube through the full depth body panel in the ladder storage compartment.

FOLDING STEPS FRONT OF BODY

Folding steps will be provided full height on the left side body compartments to provide access to the cargo bed. Steps will be spaced evenly on the sales drawing. Actual quantity may vary due to pump panel interferences but will meet the NFPA required maximum stepping height.

The Trident steps will be bright finished, non-skid with a black tread coating on the stepping surface.

The step will incorporate an LED light to illuminate the stepping surface.

The steps can be used as a hand hold with two openings wide enough for a gloved hand.

REAR FOLDING STEPS

Bright finished, non-skid folding steps with a black tread coating on the stepping surface will be provided at the rear. Each step will incorporate an LED light to illuminate the stepping surface. The steps can be used as a hand hold with two openings wide enough for a gloved hand.

PUMP COMPARTMENT

The pump compartment will be separate from the hose body and compartments so that each may flex independently of the other. The pump compartment will be constructed of the same material as the body compartmentation.

The pump compartment substructure will be a fabricated assembly of steel tubing, angles and channels which supports both the fire pump and the side running boards.

The pump compartment will be mounted on the chassis frame rails with rubber biscuits in a four point pattern to allow for chassis frame twist.

Pump compartment, pump, plumbing and gauge panels will be removable from the chassis in a single assembly.

PUMP MOUNTING

Pump will be mounted to a substructure which will be mounted to the chassis frame rail using rubber isolators. The mounting will allow chassis frame rails to flex independently without damage to the fire pump.

LEFT SIDE PUMP CONTROL PANELS

All pump controls and gauges will be located at the left side of the apparatus and properly identified.

Layout of the pump control panel will be ergonomically efficient and systematically organized.

The pump operator's control panel will be removable in two (2) main sections for ease of maintenance:

The upper section will contain sub panels for the mounting of the pump pressure control device, engine monitoring gauges, electrical switches, and foam controls (if applicable).

Sub panels will be removable from the face of the pump panel for ease of maintenance. Below the sub panels will be located all valve controls and line pressure gauges.

The lower section of the panel will contain all inlets, outlets, and drains.

All push/pull valve controls will have 1/4 turn locking control rods with polished chrome plated zinc tee handles. Guides for the push/pull control rods will be chrome plated zinc castings securely mounted to the pump panel. Push/pull valve controls will be capable of locking in any position. The control rods will pull straight out of the panel and will be equipped with universal joints to eliminate binding.

IDENTIFICATION TAGS

The identification tag for each valve control will be recessed in the face of the tee handle.

All discharge outlets will have color coded identification tags, with each discharge having its own unique color. Color coding will include the labeling of the outlet and the drain for each corresponding discharge.

All line pressure gauges will be mounted directly above the corresponding discharge control tee handles and recessed within the same chrome plated casting as the rod guide for quick identification. The gauge and rod guide casting will be removable from the face of the pump panel for ease of maintenance. The casting will be color coded to correspond with the discharge identification tag.

All remaining identification tags will be mounted on the pump panel in chrome plated bezels.

The pump panel on the right side will be removable with lift and turn type fasteners.

Trim rings will be installed around all inlets and outlets.

The trim rings for the side discharge outlets will be color coded and labeled to correspond with the discharge identification tag.

PUMP

Pump will be a Waterous CSU, 1500 gpm single (1) stage midship mounted centrifugal type.

Pump will be the class "A" type.

Pump will deliver the percentage of rated discharge at pressures indicated below:

- 100 percent of rated capacity at 150 psi net pump pressure.
- 70 percent of rated capacity at 200 psi net pump pressure.
- 50 percent of rated capacity at 250 psi net pump pressure.

Pump body will be close-grained gray iron, bronze fitted, and horizontally split in two (2) sections for easy removal of the entire impeller shaft assembly (including wear rings).

Pump will be designed for complete servicing from the bottom of the truck, without disturbing the pump setting or apparatus piping.

Pump case halves will be bolted together on a single horizontal face to minimize chance of leakage and facilitate ease of reassembly. No end flanges will be used.

Discharge manifold of the pump will be cast as an integral part of the pump body assembly and will provide a minimum of three (3) 3.50" openings for flexibility in providing various discharge outlets for maximum efficiency.

The three (3) 3.50" openings will be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

Impeller shaft will be stainless steel, accurately ground to size. It will be supported at each end by sealed, anti-friction ball bearings for rigid precise support. Impeller will have flame plated hubs assuring maximum pump life and efficiency despite any presence of abrasive matter in the water supply.

Bearings will be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings will be used.

Pump will be equipped with a self-adjusting, maintenance-free, mechanical shaft seal.

The mechanical seal will consist of a flat, highly polished, spring fed carbon ring that rotates with the impeller shaft. The carbon ring will press against a highly polished stainless steel stationary ring that is sealed within the pump body.

In addition, a throttling ring will be pressed into the steel chamber cover, providing a very small clearance around the rotating shaft in the event of a mechanical seal failure. The pump performance will not deteriorate, nor will the pump lose prime, while drafting if the seal fails during pump operation.

Wear rings will be bronze and easily replaceable to restore original pump efficiency and eliminate the need to replace the entire pump casing due to wear.

PUMP TRANSMISSION

The pump transmission will be made of a three (3) piece, aluminum, horizontally split casing. Power transfer to pump will be through a high strength Morse HY-VO silent drive chain. By using a chain rather than gears, 50 percent of the sprocket will be accepting or transmitting torque, compared to two (2) or three (3) teeth doing all the work.

Drive shafts will be 2.35" diameter hardened and ground alloy steel and supported by ball bearings. The case will be designed to eliminate the need for water cooling.

PUMPING MODE

An interlock system will be provided to ensure that the pump drive system components are properly engaged so that the apparatus can be safely operated. The interlock system will be designed to allow stationary pumping only.

AIR PUMP SHIFT

Pump shift engagement will be made by a two (2) position sliding collar, actuated pneumatically (by air pressure), with a three (3) position air control switch located in the cab. A manual back-up shift control will also be located on the left side pump panel.

Two (2) indicator lights will be provided adjacent to the pump shift inside the cab. One (1) green light will indicate the pump shift has been completed and be labeled "pump engaged". The second green light will indicate when the pump has been engaged, and that the chassis transmission is in pump gear. This indicator light will be labeled "OK to pump".

The pump shift will be interlocked to prevent the pump from being shifted out of gear when the chassis transmission is in gear to meet NFPA requirements.

The pump shift control in the cab will be illuminated to meet NFPA requirements.

TRANSMISSION LOCK-UP

The direct gear transmission lock-up for the fire pump operation will engage automatically when the pump shift control in the cab is activated.

AUXILIARY COOLING SYSTEM

A supplementary heat exchange cooling system will be provided to allow the use of water from the discharge side of the pump for cooling the engine water. The heat exchanger will be a separate unit. It will be installed in the pump or engine compartment with the control located on the pump operator's control panel. The exchanger will be plumbed to the master drain valve.

INTAKE RELIEF VALVE - PUMP

One (1) Elkhart Style 40 relief valve(s) will be installed on the suction side of the pump preset at 125 psig.

The relief valve(s) will have a working range of 75 psi to 250 psi.

The outlet will terminate below the frame rails with a 2.50" National Standard hose thread adapter and will have a "do not cap" warning tag.

The relief valve pressure control will be located behind the right side pump panel with a stainless steel access door.

PRESSURE CONTROLLER

A FRC Pump Boss 500 electronic pressure controller with one (1) 600 PSI transducer on the pump discharge will be provided. All readouts will be standard PSI.

When a single 300 psi or single 600 psi pressure transducer is selected the transducer is installed in the discharge side of the water pump. The transducer continuously monitors pump pressure sending a signal to the electronic pressure controller.

When a dual 600 psi pressure transducer is selected the transducer are installed in the discharge side and intake side of the water pump. The discharge transducer continuously monitors pump pressure sending a signal to the electronic pressure controller. The intake transducer continuously monitors the pump intake sending a signal to the electronic pressure controller.

The pressure controller can be used in two (2) modes of operation, RPM mode and pressure modes. The controller will be programmed to turn on/default to Pressure Setting mode.

In RPM mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will maintain the set engine speed, regardless of engine load (within engine operation capabilities).

In pressure mode, the controller can be activated after vehicle parking brake has been set. When in this mode, the controller will automatically maintain the discharge pressure set by the operator (within the discharge capabilities of the pump and water supply) regardless of flow.

A 2.00" diameter throttle control knob with no mechanical stops, a serrated grip, and a red idle push button in the center will be a integrated/part of the pressure controller. The throttle control knob will be programmed for Clockwise rotation to increase engine speed.

Individual LED indicators for ok to pump, throttle ready, pressure mode and rpm mode will be located on the pressure controller for easy viewing.

Safety features include recognition of low water and no water conditions with an automatic programmed response and a push button to return the engine to idle.

An additional audible alarm will NOT BE provided.

The pressure controller screen will be LCD. The LCD screen and LED intensity will be automatically adjust for day and nighttime operation. The LCD screen intensity can also be manually adjusted if needed.

The following information will be provided/displayed on the LCD screen:

- Engine RPM
- Check engine and stop engine warning indicators
- Engine oil pressure
- Engine coolant temperature
- Transmission Temp
- Battery voltage
- Operating mode (RPM or pressure)
- Pressure or RPM setting

On screen messaging show diagnostic and warning messages as they occur. It will show apparatus information, stored data, and program options when selected by the operator. It will monitor inputs outputs and support audible and visual warning alarms for the following conditions:

- High battery voltage
- Low battery voltage/engine off
- Low battery voltage/engine running
- High water pump temperature
- Low engine oil pressure
- High engine coolant temperature
- No engine response (visual alarm only)

The pressure controller will store the accumulated operating hours for the pump and engine. These items are to be displayed within the pressure controller menu.

The pressure controller will include a USB port on the back of the controller for easy software upgrades if needed.

PRIMING PUMP

The priming pump will be a Trident Emergency Products compressed air powered, high efficiency, multistage venturi based AirPrime System, conforming to standards outlined in the current edition of applicable NFPA standards.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

One (1) priming control will open the priming valve and start the pump primer.

PUMP MANUALS

There will be a total of two (2) pump manuals provided by the pump manufacturer and furnished with the apparatus. The manuals will be provided by the pump manufacturer in the form of two (2) electronic copies. Each manual will cover pump operation, maintenance, and parts.

PLUMBING, STAINLESS STEEL AND HOSE

All inlet and outlet lines will be plumbed with either stainless steel pipe, flexible polypropylene tubing or synthetic rubber hose reinforced with hi-tensile polyester braid. All hose's will be equipped with brass or stainless steel couplings. All stainless steel hard plumbing will be a minimum of a schedule 10 wall thickness.

Where vibration or chassis flexing may damage or loosen piping or where a coupling is required for servicing, the piping will be equipped with victaulic or rubber couplings.

Plumbing manifold bodies will be ductile cast iron or stainless steel.

All piping lines are to be drained through a master drain valve or will be equipped with individual drain valves. All drain lines will be extended with a hose to drain below the chassis frame.

All water carrying gauge lines will be of flexible polypropylene tubing.

All piping, hose and fittings will have a minimum of a 500 PSI hydrodynamic pressure rating.

MAIN PUMP INLETS

A 6.00" pump manifold inlet will be provided on each side of the vehicle. The suction inlets will include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump.

SHORT SUCTION TUBE(S)

The suction tube(s) on the water pump will have short suction tube(s) installed to allow for installation of adapters, elbows or intake valves without excessive overhang.

MAIN PUMP INLET CAP

The main pump inlets will have National Standard Threads with a long handle chrome cap.

The cap will be the Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.



VALVES

All ball valves will be Akron® Brass. The Akron valves will be the 8000 series heavy-duty style with a stainless steel ball and a simple two-seat design. No lubrication or regular maintenance is required on the valve.

Valves will have a **ten (10) year** warranty.

The location of the valve for the one (1) inlet will be recessed behind the pump panel.

INLET CONTROL

The side auxiliary inlet(s) will incorporate a quarter-turn ball valve with the control located at the inlet valve. The valve operating mechanism will indicate the position of the valve.

LEFT SIDE INLET

There will be one (1) auxiliary inlet with a 2.50" valve at the left side pump panel, terminating with a 2.50" (F) National Standard hose thread adapter.

The auxiliary inlet will be provided with a strainer, chrome swivel and plug.

INLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each side gated inlet.

The valves will be located behind the panel with a "T" swing style handle control extended to the outside of the panel.

The handles will be chrome plated and provide a visual indication of valve position. The swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

The water discharged by the bleeders will be routed below the chassis frame rails.

TANK TO PUMP

The booster tank will be connected to the intake side of the pump with stainless steel piping and a quarter turn 3.00" full flow line valve with the control remotely located at the operator's panel. Tank to pump line will run straight (no elbows) from the pump into the front face of the water tank and angle down into the tank sump. A rubber coupling will be included in this line to prevent damage from vibration or chassis flexing.

A check valve will be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

TANK REFILL

A 1.50" combination tank refill and pump re-circulation line will be provided, using a quarter-turn full flow ball valve controlled from the pump operator's panel.

DISCHARGE OUTLET CONTROLS

The discharge outlets will incorporate a quarter-turn ball valve with the control located at the pump operator's panel. The valve operating mechanism will indicate the position of the valve.

If a handwheel control valve is used, the control will be a minimum of a 3.9" diameter stainless steel handwheel with a dial position indicator built into the center of the handwheel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 1900 2024 Edition 13.7.5.3.

LEFT SIDE DISCHARGE OUTLETS

There will be Two (2) discharge outlets with a 2.50" valve on the left side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

LEFT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the left side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

RIGHT SIDE DISCHARGE OUTLETS

There will be One (1) discharge outlet with a 2.50" valve on the right side of the apparatus, terminating with a 2.50" (M) National Standard hose thread adapter.

RIGHT SIDE OUTLET ELBOWS

The 2.50" discharge outlets located on the right side pump panel will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

LARGE DIAMETER DISCHARGE OUTLET

There will be an Akron 8800 4.00" flat ball valve with 4.00" plumbing terminating with a 4.00" MNST chrome adapter on the right side pump panel.

The valve will be controlled with a(n) Pierce large handwheel with indicator located at the pump operator's panel.

LARGE DIAMETER OUTLET ELBOWS

The 4.00" outlet(s) will be furnished with one (1) 4.00" (F) National Standard hose thread x 5.00" Storz elbow adapter with Storz cap.

FRONT DISCHARGE OUTLET

There will be one (1) 1.50" discharge outlet piped to the front of the apparatus and located on the top of the left side of the front bumper.

Plumbing will consist of 2.00" piping and flexible hose with a 2.00" ball valve with control at the pump operator's panel. A fabricated weldment made of stainless steel pipe will be used in the plumbing where appropriate. The piping will terminate with a 1.50" NST with 90 degree stainless steel swivel.

There will be automatic drains provided at all low points of the piping.

REAR DISCHARGE OUTLET

There will be One (1) discharge outlet piped to the rear of the hose bed, left side, installed so proper clearance is provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel.

REAR OUTLET ELBOWS

The 2.50" discharge outlets located at the rear of the apparatus will be furnished with a 2.50" (F) National Standard hose thread x 2.50" (M) National Standard hose thread, chrome plated, 45 degree elbow.

The elbow will be Pierce VLH, which incorporates an exclusive thread design to automatically relieve stored pressure in the line when disconnected.

DISCHARGE OUTLET (REAR)

There will be One (1) discharge outlet piped to the rear of the hose bed, in hose bed, exact location to be determined. Proper clearance will be provided for spanner wrenches or adapters. Plumbing will consist of 2.50" piping along with a 2.50" full flow ball valve with the control from the pump operator's panel. The discharge outlet(s) will terminate with a 2.50" male National Standard hose thread male adapter.

ADDITIONAL REAR OUTLET ELBOWS PROVIDED BY FIRE DEPARTMENT

NFPA 1900, 2024 edition, section 13.7.7 requires any 2.00" or larger discharge outlet that is located more than 42.00" off the ground and to which hose is to be connected and that is not in a hose storage area will be supplied with a sweep elbow of at least 30 degrees downward.

NFPA 1900, 2024 edition, section 13.7.4 requires all discharge outlet connections, except connections to which a hose will be pre-connected, will be equipped with caps or closures capable of withstanding a hydrostatic gauge pressure of 100 psi over the maximum pump close-off pressure or 500 psi, whichever is greater.

The elbow(s) and cap are not on the apparatus as manufactured. The fire department will provide the elbow(s) and cap.

DISCHARGE CAPS/ INLET PLUGS

Chrome plated, rocker lug, caps with chain will be furnished for all discharge outlets 1.00" thru 3.00" in size, besides the pre-connected hose outlets.

Chrome plated, rocker lug, plugs with chain will be furnished for all auxiliary inlets 1.00" thru 3.00" in size.

The caps and plugs will incorporate a thread design to automatically relieve stored pressure in the line when disconnected.

OUTLET BLEEDER VALVE

A 0.75" bleeder valve will be provided for each outlet 1.50" or larger. Automatic drain valves are acceptable with some outlets if deemed appropriate with the application.

The valves will be located behind the panel with a T swing style handle control extended to the outside of the side pump panel.

The handles will be chrome plated and provide a visual indication of valve position.

The T swing handle will provide an ergonomic position for operating the valve without twisting the wrist and provides excellent leverage.

Bleeders will be located at the bottom of the pump panel. They will be properly labeled identifying the discharge they are plumbed in to.

The water discharged by the bleeders will be routed below the chassis frame rails.

DELUGE RISER

A 3.00" deluge riser will be installed above the pump in such a manner that a monitor can be mounted and used effectively. Piping will be rigidly braced and installed securely so no movement develops when the line is charged. The riser will be gated and controlled at the pump operator's panel.

Any 3.00 inch or larger discharge valve will be a slow-operating valve in accordance with NFPA 13.7.5.3.

DELUGE OUTLET SPECIAL INSTRUCTIONS

The deluge gun outlet will be located lowered and extended forward.

MONITOR

An Akron Model 3433 Apollo Hi-Riser monitor will be properly installed on the deluge riser. A fixed mounting base and a portable base with two (2) 2.50" inlets will be provided.

A position sensor will be provided on the monitor that will activate the "do not move apparatus" light inside the cab when the monitor is in the raised position.

The monitor will be painted as provided by monitor manufacturer.

NOZZLE, DELUGE

Akron model #2499 Quad Stacked pyrolite deluge tips will be provided.

The tip sizes will be 1.375", 1.50", 1.75", and 2.00".

This will include an Akron 3488 pyrolite stream shaper.

The deluge riser will have a 3.00" four (4)-bolt flange for mounting the monitor.

CROSSLAY HOSE BEDS, 2.50"

One (1) crosslay with 2.50" outlets will be provided. This bed to be capable of carrying 200' of double stack 2.5", 10" wide with nozzle and will be plumbed with 2.50" i.d. pipe and gated with a 2.50" quarter turn ball valve.

Outlet to be equipped with a 2.50" National Standard hose thread 90 degree swivel located in the hose bed so that hose may be removed from either side of apparatus.

The crosslay control will be at the pump operator's panel.

The center crosslay dividers will be fabricated of .25" aluminum and will provide adjustment from side to side. The divider will be unpainted with a DA finish. The remainder of the crosslay bed will be painted job color.

Stainless steel vertical scuffplates will be provided at hose bed ends (each side of vehicle). Bottom of hose bed ends (each side) will also be equipped with a stainless steel scuffplate.

Crosslay will measure at minimum 11.00" wide interior width.

Crosslay bed flooring will consist of removable perforated brushed aluminum.

CROSSLAY/DEADLAY HOSE RESTRAINT

A black vinyl cover restraint will be provided across the ends of crosslay(s)/deadlay(s) to secure the hose during travel. A webbing assembly is to be used to attached the vinyl cover at the bottom of the crosslay(s)/deadlay(s) with footman loops as a permanent attachment and is attached at the top outside corners with two (2) seat belt buckles. The female end is permanently attached above the crosslay(s)/deadlay(s) and the male end attached to the webbing.

There will be a metal bar, to connect the buckles, and an attached web strap, to allow a single pull release.

The color of the release strap will be orange.

SPEEDLAYS WITH TRAY

Ahead of the pump enclosure will be two (2) -1.75" speedlay hose beds. Each bed will have a 2.00" preconnect line with a 2.00" quarter-turn ball valve and terminate with a 1.50" National Standard hose thread 90 degree swivel. The swivel will be located at the top of the speedlay compartment to allow easy removal of the hose in either direction.

Individual controls for the speedlays will be at the pump operator's panel.

The speedlay hose beds will be full width of the body with one located above the other.

The lower compartment will be capable of carrying 200' of 1.75" double jacketed hose.

The upper compartment will be capable of carrying 200' of 1.75" double jacketed hose.

Each speedlay will have a removable hose tray. The bottom of the speedlay compartments will be lined with stainless steel. The speedlay trays will be manufactured by United Plastics Fabricating, Inc.. Trays will be constructed of poly and will include runners on the bottom to allow for a skid resistant surface, and two hand holes each side for easy removal from the compartment. Scuffplates will be provided at the sides and bottom of each opening on both sides.

SPEEDLAY HOSE RESTRAINT

A 2.00" black nylon webbing design restraint will be provided across the ends of speedlay(s) to secure the hose during travel. The webbing assembly is to be attached at the bottom of the speedlay(s) with footman loops as a permanent attachment and is attached at the top with 2.00" cam buckle fastener(s).

SPEEDLAY COMPARTMENT

A compartment will be located on the left side below the speedlays. The interior dimensions of the compartment will be 12.75" high x 10.00" deep. The width of the compartment will be the same as the speedlay. The clear door opening width will vary with the compartment size and be 8.50" high.

A smooth aluminum material single-pan style door will be provided for the compartment and painted the same color as the apparatus body. The door will be provided with D-handle latch latches to secure the door in the closed position.

SPEEDLAY COMPARTMENT

A compartment will be located on the right side below the speedlays. The interior dimensions of the compartment will be 12.75" high x 10.00" deep. The width of the compartment will be the same as the speedlay. The clear door opening width will vary with the compartment size and be 8.50" high.

A smooth aluminum material single-pan style door will be provided for the compartment and painted the same color as the apparatus body. The door will be provided with D-handle latch latches to secure the door in the closed position.

TRAY, ADDITIONAL

There will be two (2) tray(s) provided.

The tray(s) will be constructed of black poly to provide a lightweight sturdy tray. Two (2) hand holes will be in the floor and additional hand holes will be provided in the sides for easy removal and installation from the compartment. The floor of the tray will be perforated to allow for drainage and hose drying. The inside dimension of each tray will be to match what is currently built for the truck.

FOAM SYSTEM

A foam system will not be required on this apparatus.

The following drawing(s) will be provided for approval by the customer. The drawing(s) will be made for up One (01) Truck apparatus and/or similar Pierce job number.

PUMP OPERATOR'S PANEL DRAWING

A detailed drawing to scale of the pump operator's panel will be provided for the customer to review. The drawing will include all of the gauges, controls, switching, etc., located on the pump operator's panel. The customer will be allowed to make changes and/or mark-ups to this approval drawing.

The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump operator's panel drawing will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

REMAINING PUMP PANEL(S)

Detailed drawing(s) to scale of the remaining pump panel(s) will be provided for the customer to review. The drawing(s) will include all of the gauges, controls, switching, etc., located on the pump panel(s). The customer will be allowed to make changes and/or mark-ups to these approval drawing(s). The fire apparatus manufacturer will make revisions (If needed) to the drawing(s) per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved pump panel drawing(s) will become part of the contract documents.

Due to the way drain(s), bleeder(s), operational/maintenance tag(s) and NFPA required warning tag(s) are placed on pump panel(s), these items will NOT be shown on any pump panel approval drawing(s). These item(s) will be placed on pump panel(s) at the fire apparatus manufacturer discretion.

COLOR CODED TAGS

A detailed drawing/chart of the colors used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the colors will become part of the contract documents.

SPECIAL TEXT/VERBIAGE TAGS

A detailed drawing/chart of the text/verbiage used on all of the inlet(s) and outlet(s) will be provided for the customer to review. The customer will be allowed to make changes and/or mark-ups to this approval drawing/chart. The fire apparatus manufacturer will make revisions (If needed) to the drawing per the customer changes and/or mark-ups as long as the changes are physically possible within a specific product line.

The finalized and signed customer approved drawing/chart of the text/verbiage will become part of the contract documents.

PUMP PANEL CONFIGURATION

The pump panel configuration will be arranged and installed in an organized manner that will provide user-friendly operation.

PUMP AND GAUGE PANEL

The pump and gauge panels will be constructed of aluminum with a black vinyl finish. A polished aluminum trim molding will be provided around each panel.

PUMP ACCESS

Right Side Panel

The right side upper pump panel will be removable.

Panel Fastener

The removable panels will be secured with black swell latch.

The left side pump panels will be attached with screws.

The right side lower pump panel (drain bank) will be attached with screws.

PUMP COMPARTMENT LIGHT

There will be one (1) Whelen®, Model 3SC0CDCR, 3.00" white 12 volt DC LED light(s) with Whelen, Model 3FLANGE, flange(s) installed in the pump compartment.

Engine monitoring graduated LED indicators will be incorporated with the pressure controller.

Also provided at the pump panel will be the following:

- Master Pump Drain Control

THROTTLE READY GREEN INDICATOR LIGHT

There will be a green indicator light integrated with the pressure governor and/or engine throttle installed on the pump operators panel that is activated when the pump is in throttle ready mode.

OK TO PUMP INDICATOR LIGHT

There will be a green indicator light installed on the pump operators panel that is activated when the pump is in Ok To Pump mode.

AIR HORN BUTTON

An air horn control button will be provided at the pump operator's control panel. This button will be red in color and properly labeled and put within easy reach of the operator.

ALUMINUM HEAT ENCLOSURE

A heat enclosure will be installed, trapping hot air radiated from the engine exhaust system, which will warm the fire pump. The enclosure will consist of an aluminum understructure, with easily removable aluminum panels. Also, a covering above the pump will be provided so warm air cannot escape freely.

ELECTRIC GAUGE HEATER

A 12v electric gauge heater will be provided for all water carrying gauges.

PUMP COMPARTMENT HEATER

A hot water heater will be installed in the pump compartment.

Controls for the heater will be located at the pump operator's panel.

RUBBER BOOT

The front and rear of the pump house will be enclosed to contain the heat. The rear will have openings for the plumbing only. A rubber boot will be supplied around the swing controls and plumbing, at the front, sides and rear of the pump house, the boot will allow the plumbing to flex and keep cold air out.

VACUUM AND PRESSURE GAUGES

The pump vacuum and pressure gauges will be liquid filled and manufactured by Class 1 Incorporated.

The gauges will be a minimum of 4.00" in diameter and will have white faces with black lettering, with a pressure range of 30.00"-0-600#.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

The pump pressure and vacuum gauges will be installed adjacent to each other at the pump operator's control panel.

Test port connections will be provided at the pump operator's panel. One (1) will be connected to the intake side of the pump, and the other to the discharge manifold of the pump. They will have 0.25 in. standard pipe thread connections and non-corrosive polished stainless steel or brass plugs. They will be marked with a label.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

PRESSURE GAUGES

The individual "line" pressure gauges for the discharges will be Class 1 interlube filled.

They will be a minimum of 2.00" in diameter and have white faces with black lettering.

Gauge construction will include a Zytel nylon case with adhesive mounting gasket and threaded retaining nut.

Gauges will have a pressure range of 30"-0-400#.

The individual pressure gauge will be installed as close to the outlet control as practical.

This gauge will include a 10 year warranty against leakage, pointer defect, and defective bourdon tube.

WATER LEVEL GAUGE

There will be an electronic water level gauge provided on the operator's panel that registers water level by means of five (5) colored LED lights. The lights will be durable, ultra-bright five (5) LED design viewable through 180 degrees. The water level indicators will be as follows:

- 100 percent = Green
- 75 percent = Yellow
- 50 percent = Yellow
- 25 percent = Yellow

- Refill = Red

The light will flash when the level drops below the given level indicator to provide an eighth of a tank indication. To further alert the pump operator, the lights will flash sequentially when the water tank is empty.

The level measurement will be based on the sensing of head pressure of the fluid in the tank.

The display will be constructed of a solid plastic material with a chrome plated die cast bezel to reduce vibrations that can cause broken wires and loose electronic components. The encapsulated design will provide complete protection from water and environmental elements. An industrial pressure transducer will be mounted to the outside of the tank. The field calibratable display measures head pressure to accurately show the tank level.

The main water level gauge will be powered with battery switch.

There will be a Hale part number 106877, 4-light driver module included with this installation to power additional water level gauges.

The remote level lights will be energized when parking brake is applied.

WATER LEVEL GAUGE

There will be two (2) additional water level indicator(s), Whelen®, Model PSTANK2, LED module with chrome trim, installed one (1) each side rearward of crew cab doors.

This light module(s) will include four (4) colored levels, and function similar to the water level indicator located at the operators panel:

- First green module indicates a full water level
- Second blue module indicates a water level above 3/4 full
- Third amber module indicates a water level above 1/2 full
- Last red module indicates a water level above 1/4 full and empty
 - Above 1/4 this light will be steady burning
 - At empty this light will be flashing

The flash rate will be determined by the main water level tank sensor.

This module will be activated when the parking brake is applied.

LIGHT SHIELD

There will be a polished, 16 gauge stainless steel light shield installed over the pump operator's panel.

- There will be 12 volt DC white LED lights installed under the stainless steel light shield to illuminate the controls, switches, essential instructions, gauges, and instruments necessary for the operation of the apparatus. These lights will be activated by the pump panel light switch. Additional lights will be included every 18.00" depending on the size of the pump house.
- One (1) pump panel light will come on when the pump is in ok to pump mode.

There will be a light activated above the pump panel light switch when the parking brake is set. This is to afford the operator some illumination when first approaching the control panel.

AIR HORN SYSTEM

Two (2) Hadley®, eTone, chrome air horns will be recessed in the front bumper. The air horn system will be piped to the air brake system wet tank utilizing 0.38" tubing. A pressure protection valve will be installed to prevent the loss of air in the brake system.

Air Horn Location

The air horns will be located on each side of the bumper, towards the outside.

Air Horn Control

The air horn(s) will be activated by the following:

- Right side lanyard. The lanyard to be a plastic coated braided cable.
- Left side lanyard. The lanyard to be a plastic coated braided cable.

ELECTRONIC SIREN

A Whelen®, Model 295SLSA1, electronic siren with noise canceling microphone will be provided.

This siren to be active when the battery switch is on and that emergency master switch is on.

The electronic siren head will be located in switch panel # 7 area of the center dash switch panel.

The electronic siren will be controlled on the siren head only. No horn button or foot switches will be provided.

SPEAKER

There will be one (1) Whelen®, Model SA315P, black nylon composite, 100-watt, speaker with through bumper mounting brackets and polished stainless steel grille provided. The speaker will be connected to the siren amplifier.

The speaker(s) will be recessed in the center of the front bumper.

AUXILIARY MECHANICAL SIREN

There will be a Federal Signal Model Q2B mechanical siren furnished and installed in the front of the apparatus.

The Q2B will be chrome finish.

The siren will have a 2-gauge cable connected to a power solenoid that is connected by a 2-gauge cable ran battery direct to the primary chassis batteries and will be labeled Q2B+ at the battery. The power solenoid will only be enabled when the emergency master switch is on.

The siren will have a 2-gauge ground wire connected to the chassis battery stud. The cable will be labeled Q2B- at the battery.

The mechanical siren will be mounted on the bumper deck plate. It will be mounted on the left side. A reinforcement plate will be furnished to support the siren.

MECHANICAL SIREN CONTROL

The mechanical siren will be activated by the following:

- Steering wheel horn ring with horn/siren selector switch.

The siren will be controlled by a 3-position rocker switch located in the cab on the right side switch panel. The switch will control the siren per the following:

- The momentary top position will activate the mechanical siren.
- The home middle position will be neutral.
- The momentary bottom position will apply the mechanical siren brake.

A momentary chrome push button switch will be included in the right side dash panel to activate the siren brake.

SWITCH FOR WARNING LIGHTS INTENSITY

When parking brake is set, and a Whelen®, Model LCPHOTO photocell installed on the interior forward cab dash as near to the windshield as practical, is activated due to diminished ambient light, the designated Whelen® warning lights on the cab and the warning lights on the body will transition to a low power intensity.

In order for the activation of low power mode of the warning lights, the dash mounted Whelen® photocell must sense diminished ambient light (approx. 50 LUX), the battery switch, the ignition switch, the emergency master switch, must be on, and the parking brake set.

The low power intensity mode will be reset when any of the above conditions are not met.

FRONT ZONE UPPER WARNING LIGHTS

There will be one (1) 81.00" Whelen® Freedom™ lightbar mounted on the cab roof.

The lightbar will include the following:

- one (1) red flashing LED module in the left side rear corner position
- one (1) red flashing LED module in the left side end position
- one (1) red flashing LED module in the left side front corner position
- one (1) red flashing LED module in the left side first front position
- open in the left side second front position
- one (1) red flashing LED module in the left side third front position
- open in the left side fourth front position
- one (1) red flashing LED module in the left side fifth front position
- open in the left side sixth front position
- one (1) white flashing LED module in the left side seventh front position
- one (1) white flashing LED module in the right side seventh front position
- open in the right side sixth front position
- one (1) blue flashing LED module in the right side fifth front position
- open in the right side fourth front position

- one (1) blue flashing LED module in the right side third front position
- open in the right side second front position
- one (1) blue flashing LED module in the right side first front position
- one (1) blue flashing LED module in the right side front corner position
- one (1) blue flashing LED module in the right side end position
- one (1) blue flashing LED module in the right side rear corner position

There will be clear lenses included on the lightbar.

The light bar will have the low intensity mode wires connected to the controlling circuit.

There will be a switch in the cab on the switch panel to control this lightbar.

The modules with white flashing LEDs will be deactivated when the parking brake is applied.

The modules in the front positions and rear corner positions with red or blue LEDs may be load managed when the parking brake is applied.

FRONT ZONE LOWER LIGHTS

There will be two (2) Whelen, Model M6**, flashing LED lights installed on the cab face above the headlights, in a common bezel with the directional lights.

- The driver's side front warning light to include red LEDs
- The passenger's side front warning light to include blue LEDs
- The color of the lenses will be clear

There will be a switch located in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

HEADLIGHT FLASHER

The high beam headlights will flash alternately between the left and right side.

There will be a switch installed in the cab on the switch panel to control the high beam flash. This switch will be live when the battery switch and the emergency master switches are on.

The flashing will automatically cancel when the hi-beam headlight switch is activated or when the parking brake is set.

Each light shall have the low intensity mode wire connected to the controlling circuit.

SIDE ZONE LOWER LIGHTING

There will be six (6) Whelen®, Model M6*C, flashing LED warning lights with chrome trim installed per the following:

- Two (2) lights, one (1) each side on the bumper extension. The side front lights to be red.
- Two (2) lights, one (1) each side above the front wheels. The side middle lights to be blue.
- Two (2) lights, one (1) each side on the rear fender panel. The side rear lights to be red.

- The lights will include clear lenses.

There will be a switch in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

REAR ZONE LOWER LIGHTING

There shall be two (2) Whelen®, Model M6*C, LED flashing warning lights located at the rear of the apparatus.

- The driver's side rear light to be red
- The passenger's side rear light to be blue

Both lights lens color(s) to be clear.

There will be a switch located in the cab on the switch panel to control the lights.

Each light will have the low intensity mode wire connected to the controlling circuit.

REAR OF HOSE BED WARNING LIGHTS

There will be two (2) Whelen, Model MCFLED2*, LED warning lights provided at the rear of the truck, located one (1) each side.

- The rear upper light on the left side to include red flashing LEDs.
- The rear upper light on the right side to include blue flashing LEDs.

All lenses will be clear.

There will be a switch located in the cab on the switch panel to control the lights.

The rear warning lights will be mounted on polished stainless steel brackets with all wiring totally enclosed. These brackets will also support the clearance/marker lights.

TRAFFIC DIRECTING LIGHT

There will be one (1) Whelen®, Model TAL65, 36.00" long x 2.87" high x 2.25" deep, amber LED traffic directing light installed at the rear of the apparatus.

The Whelen, Model TACTL5, control head will be included with this installation.

The controller will be energized when the battery switch is on.

The auxiliary flash to be activated when the emergency master switch is on.

This traffic directing light will be recessed with a stainless steel trim plate at the rear of the apparatus as high as practical.

The traffic directing light control head will be located in the driver side overhead switch panel in the right panel position.

POWER OUTLET STRIP

There will be two (2) Plugmold part number V24GB306, 36.00" receptacle strip(s) with six (6) 20 amp 120 volt AC straight blade receptacles provided one on the rear of engine tunnel and one in the EMS cabinet.

The strip(s) selected will be powered from the shoreline inlet.

The strip(s) will be hard wired to the electrical system.

There will be a label installed near the strip(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

POWER OUTLET STRIP

There will be one (1) Plugmold part number V24GB306, 36.00" receptacle strip(s) with six (6) 20 amp 120 volt AC straight blade receptacles provided RS1 compartment.

The strip(s) selected will be powered from the shoreline inlet.

The strip(s) will be hardwired to the electrical system.

There will be a label installed near the strip(s) that state the following:

- Line Voltage
- Current Rating (amps)
- Phase
- Frequency

LOOSE EQUIPMENT

The following equipment will be furnished with the completed unit:

- One (1) bag of chrome, stainless steel, or cadmium plated screws, nuts, bolts and washers, as used in the construction of the unit.

NFPA LOOSE EQUIPMENT

NFPA Required Loose Equipment Provided by Fire Department

The following loose equipment as outlined in NFPA 1900, 2024 edition, table 8.1 and CAN/ULC S515:2024 edition, section 5.2 will be provided by the fire department:

- One (1) traffic vest for each seating position, each vest to comply with ANSI/ISEA 207, *Standard for High Visibility Public Safety Vests*, and have a five-point breakaway feature that includes two (2) at the shoulders, two (2) at the sides, and one (1) at the front.
- Five (5) fluorescent orange traffic cones not less than 28.00" (711 mm) in height, each equipped with a 6.00" (152 mm) retro-reflective white band no more than 4.00" (152 mm) from the top of

the cone, and an additional 4.00" (102 mm) retro-reflective white band 2.00" (51 mm) below the 6.00" (152 mm) band.

- Five (5) illuminated warning devices such as highway flares, unless the five (5) fluorescent orange traffic cones have illuminating capabilities.

NFPA Loose Equipment That Should be Considered

The following loose equipment as outlined in NFPA 1900, 2024 edition, appendix table A.8.4 (a) and CAN/ULC S515:2024 edition, section 5.2 should be considered:

- 800 ft (60 m) of 2.50" (65 mm) or larger fire hose.
- 400 ft (120 m) of 1.50" (38 mm), 1.75" (45 mm), or 2.00" (52 mm) fire hose.
- One (1) handline nozzle, 200 gpm (750 L/min) minimum.
- Two (2) handline nozzles, 95 gpm (360 L/min) minimum.
- One (1) smooth bore or combination nozzle with shutoff and with 2.50" (65 mm) inlet that flows a minimum of 250 gpm (950 L/min).
- Four (4) SCBA apparatus
- Four (4) SCBA spare cylinders
- One (1) first aid kit.
- Four (4) combination spanner wrenches.
- Two (2) hydrant wrenches.
- One (1) double female 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) double male 2.50" (65 mm) adapter with national hose (NH) threads.
- One (1) rubber mallet, for use on suction hose connections.
- Two (2) salvage covers each a minimum size of 12 ft × 18 ft (3.7 m × 5.5 m).
- One (1) automatic external defibrillator (AED).

SOFT SUCTION HOSE PROVIDED BY FIRE DEPARTMENT

Hose is not on the apparatus as manufactured. The fire department will provide suction or supply hose.

DRY CHEMICAL EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

WATER EXTINGUISHER PROVIDED BY FIRE DEPARTMENT

The extinguisher is not on the apparatus as manufactured. The fire department will provide and mount the extinguisher.

FLATHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PICKHEAD AXE PROVIDED BY FIRE DEPARTMENT

The axe is not on the apparatus as manufactured. The fire department will provide and mount the axe.

PAINT PROCESS

The exterior custom cab and body painting procedure will consist of a seven (7) step finishing process as follows:

1. Manual Surface Preparation - All exposed metal surfaces on the custom cab and body will be thoroughly cleaned and prepared for painting. Imperfections on the exterior surfaces will be removed and sanded to a smooth finish. Exterior seams will be sealed before painting. Exterior surfaces that will not be painted include; chrome plating, polished stainless steel, anodized aluminum and bright aluminum treadplate.
2. Chemical Cleaning and Pretreatment - All surfaces will be chemically cleaned to remove dirt, oil, grease, and metal oxides to ensure the subsequent coatings bond well. The aluminum surfaces will be properly cleaned and treated using a high pressure, high temperature 4 step Acid Etch process. The steel and stainless surfaces will be properly cleaned and treated using a high temperature 3 step process specifically designed for steel or stainless. The chemical treatment converts the metal surface to a passive condition to help prevent corrosion.
3. Surfacer Primer - The Surfacer Primer will be applied to a chemically treated metal surface to provide a strong corrosion protective basecoat. A minimum thickness of 2 mils of Surfacer Primer is applied to surfaces that require a Critical aesthetic finish. The Surfacer Primer is a two-component high solids urethane that has excellent sanding properties and an extra smooth finish when sanded.
4. Finish Sanding - The Surfacer Primer will be sanded with a fine grit abrasive to achieve an ultra-smooth finish. This sanding process is critical to produce the smooth mirror like finish in the topcoat.
5. Sealer Primer - The Sealer Primer is applied prior to the Basecoat in all areas that have not been previously primed with the Surfacer Primer. The Sealer Primer is a two-component high solids urethane that goes on smooth and provides excellent gloss hold out when topcoated.
6. Basecoat Paint - Two coats of a high performance, two component high solids polyurethane basecoat will be applied. The Basecoat will be applied to a thickness that will achieve the proper color match. The Basecoat will be used in conjunction with a urethane clear coat to provide protection from the environment.
7. Clear Coat - Two (2) coats of Clear Coat will be applied over the Basecoat color. The Clear Coat is a two-component high solids urethane that provides superior gloss and durability to the exterior surfaces. Lap style and roll-up doors will be Clear Coated to match the body. Paint warranty for the roll-up doors will be provided by the roll-up door manufacturer.

After the cab and body are painted, the color will be verified to make sure that it matches the color standard. Electronic color measuring equipment will be used to compare the color sample to the color standard entered into the computer. Color specifications will be used to determine the color match. A Delta E reading will be used to determine a good color match within each family color.

All removable items such as brackets, compartment doors, door hinges, and trim will be removed and painted separately if required, to ensure paint behind all mounted items. Body assemblies that cannot be finish painted after assembly will be finish painted before assembly.

The paint finish quality levels for critical areas of the apparatus (cab front and sides, body sides and doors, and boom lettering panels) are to meet or exceed Cadillac/General Motors GMW15777 global paint requirements. Orange peel levels are to meet or exceed the #6 A.C.T. standard in critical areas. The manufacture's written paint standards will be available upon request.

Environmental Impact

Contractor will meet or exceed all current state regulations concerning paint operations. Pollution control will include measures to protect the atmosphere, water and soil. Controls will include the following conditions:

- Topcoats and primers will be chrome and lead free.
- Metal treatment chemicals will be chrome free. The wastewater generated in the metal treatment process will be treated on-site to remove any other heavy metals.
- Particulate emission collection from sanding operations will have a 99.99 percent efficiency factor.
- Particulate emissions from painting operations will be collected by a dry filter or water wash process. If the dry filter is used, it will have an efficiency rating of 98 percent. Water wash systems will be 99.97 percent efficient.
- Water from water wash booths will be reused. Solids will be removed on a continual basis to keep the water clean.
- Paint wastes are disposed of in an environmentally safe manner.
- Empty metal paint containers will be recycled to recover the metal.
- Solvents used in clean-up operations will be recycled on-site or sent off-site for distillation and returned for reuse.

Additionally, the finished apparatus will not be manufactured with or contain products that have ozone depleting substances. Contractor will, upon demand, present evidence that the manufacturing facility meets the above conditions and that it is in compliance with his state EPA rules and regulations.

TWO-TONE CAB PAINT

The cab will be painted two-tone with the upper section painted #10 white and the lower section painted #90 red. There will be a standard two-tone cab paint break provided.

There will be a standard cab shield provided.

BODY PAINT

The body will be painted to match the lower section of the cab.

PAINT CHASSIS FRAME ASSEMBLY

The chassis frame assembly will be finished with a single system black top coat before the installation of the cab and body, and before installation of the engine and transmission assembly, air brake lines, electrical wire harnesses, etc.

Components that are included with the chassis frame assembly that will be painted (unless otherwise stated in a secondary option) are:

- Frame rails
- Frame liners
- Cross members
- Axles
- Suspensions

FILM TECHNICAL PROPERTIES		
PROPERTY	TEST METHOD	PERFORMANCE
Color	~	Black
Film Thickness	~	0.5 - 1.5 Mils
Gloss - 60 Degree	ASTM D523	65 - 85
Pencil Hardness	ASTM D3363	2H Minimum
Direct Impact	ASTM D2794	100 in. - lbs. Minimum
Reverse Impact	ASTM D2794	60 in. - lbs. Minimum
Crosshatch Adhesion	ASTM D3359	4B - 5B
Humidity	ASTM D1735	1000 Hours Minimum
Water Immersion	ASTM D870	250 Hours Minimum
Gravelometer	GM9508P	6 Minimum
Throwpower	GM9535P	12 - 15 in.
Cold rolled steel lab panels, Zinc Phosphate pretreatment, 0.6 mils average film thickness, cured 20 minutes @ 350°F.		
PROPERTY	SUBSTRATE PRETREATMENT	SALT SPRAY* 1000 HOURS
Corrosion Resistance	CRS / Zinc Phos / Non-Chrome	1 - 2 mm
*Salt Spray - ASTM B117, cold rolled steel lab panels cured 20 minutes @ 350°F. (Average Total Scribe Creep)		

- Steering gear
- Battery boxes
- Bumper extension weldment
- Frame extensions
- Body mounting angles
- Rear Body support substructure (front and rear)
- Pump house substructure
- Steel fuel tank
- Castings
- Individual piece parts used in chassis and body assembly

Components treated with epoxy E-coat protection prior to paint:

- Two (2) C-channel frame rails
- Two (2) frame liners

The E-coat process will meet the technical properties shown.

AXLE HUB PAINT

All axle hubs will be painted black #101.

COMPARTMENT INTERIOR PAINT

The interior of all compartments will be painted with a gray spatter finish for ease of cleaning and to make it easier to touch up scratches and nicks.

REFLECTIVE BAND

A 6.00" white reflective band will be provided across the front of the vehicle and along the sides of the body.

The reflective band provided on the cab face will be at the headlight level.

REAR CHEVRON STRIPING

There will be alternating chevron striping located on the rear-facing vertical surface of the apparatus. The rear surface, excluding the rear compartment door, will be covered.

The colors will be red and fluorescent yellow green diamond grade.

Each stripe will be 6.00" in width.

This will meet the requirements of the current edition of NFPA 1901, which states that 50% of the rear surface will be covered with chevron striping.

JOG IN REFLECTIVE STRIPE

There will be one (1) "Hockey Stick" style jog(s) in the reflective stripe located each side of the vehicle. Each stripe will be angled upward at approximately a 45 degree angle.

PRINTED EFFECT GOLD LEAF STRIPE

There will be a printed effect gold leaf stripe applied above and below the reflective band. The printed effect gold leaf stripes will be .50" wide with an outline.

REFLECTIVE STRIPE OUTLINE

A black outline will be applied on the top and the bottom of the reflective band. There will be four (4) set of outline stripes required.

CAB DOOR REFLECTIVE STRIPE

A 6.00" x 16.00" white reflective stripe will be provided across the interior of each cab door. The stripe will be located approximately 1.00" up from the bottom, on the door panel.

This stripe will meet the current edition of applicable NFPA standards.

LETTERING

The lettering will be totally encapsulated between two (2) layers of clear vinyl.

LETTERING

Forty-one (41) to sixty (60) genuine gold leaf lettering, 3.00" high, with outline and shade will be provided.

LETTERING

There will be genuine gold leaf lettering, 4.00" high, with outline and shade provided. There will be ten (10) letters provided.

NUMBER PLATE SIGN HOLDER FOR LETTERING/NUMERALS

four (4) painted stainless steel holder(s) will be provided. They will be mounted TBD and 6 1/4" x 9" wide in size.

EMBLEM/S

There will be one (1) pair of sign gold emblems, 18.00" to 20.00" wide, supplied and installed behind crew cab doors. The emblems will include the fire department's monogram or number inside of a circle with scrolling.

FIRE APPARATUS PARTS MANUAL

There will be one (1) custom parts manual(s) in USB flash drive format for the complete fire apparatus provided.

The manual(s) will contain the following:

- Job number
- Part numbers with full descriptions
- Table of contents
- Parts section sorted in functional groups reflecting a major system, component, or assembly
- Parts section sorted in alphabetical order
- Instructions on how to locate parts

Each manual will be specifically written for the chassis and body model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

Service Parts Internet Site

The service parts information included in these manuals are also available on the Pierce website. The website offers additional functions and features not contained in this manual, such as digital photographs and line drawings of select items. The website also features electronic search tools to assist in locating parts quickly.

CHASSIS SERVICE MANUALS

There will be one (1) chassis service manuals on USB flash drives containing parts and service information on major components provided with the completed unit.

The manual will contain the following sections:

- Job number
- Table of contents
- Troubleshooting
- Front Axle/Suspension
- Brakes
- Engine
- Tires
- Wheels
- Cab
- Electrical, DC
- Air Systems
- Plumbing
- Appendix

The manual will be specifically written for the chassis model being purchased. It will not be a generic manual for a multitude of different chassis and bodies.

CHASSIS OPERATION MANUAL

The chassis operation manual will be provided on one (1) USB flash drive.

ONE (1) YEAR MATERIAL AND WORKMANSHIP

A Pierce basic apparatus limited warranty certificate, WA0008, is included with this proposal.

ENGINE WARRANTY

A Cummins **five (5) year** limited engine warranty will be provided. A limited warranty certificate, WA0181, is included with this proposal.

STEERING GEAR WARRANTY

A Sheppard **three (3) year** limited steering gear warranty will be provided. A copy of the warranty certificate will be submitted with this proposal.

FIFTY (50) YEAR STRUCTURAL INTEGRITY

The Pierce custom chassis frame only (does not include crossmembers) limited warranty certificate, WA0013, is included with this proposal.

FRONT AXLE THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

The Pierce TAK-4 suspension limited warranty certificate, WA0050, is included with this proposal.

REAR AXLE WARRANTY

A Eaton **five (5)-year/100,000 mile** parts and labor warranty will be provided.

ABS BRAKE SYSTEM THREE (3) YEAR MATERIAL AND WORKMANSHIP WARRANTY

A Meritor Wabco™ ABS brake system limited warranty certificate, WA0232, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce custom cab limited warranty certificate, WA0012, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce cab limited pro-rated paint warranty certificate, WA0055, is included with this proposal.

CAMERA SYSTEM WARRANTY

A Pierce fifty four (54) month warranty will be provided for the camera system.

COMPARTMENT LIGHT WARRANTY

The Pierce 12 volt DC LED strip lights limited warranty certificate, WA0203, is included with this proposal.

TRANSMISSION WARRANTY

The transmission will have a **five (5) year/unlimited mileage** warranty covering 100 percent parts and labor. The warranty will be provided by Allison Transmission.

Note: The transmission cooler is not covered under any extended warranty you may be getting on your Allison Transmission. Please review your Allison Transmission warranty for coverage limitations.

TRANSMISSION COOLER WARRANTY

The transmission cooler will carry a five (5) year parts and labor warranty (exclusive to the transmission cooler). In addition, a collateral damage warranty will also be in effect for the first three (3) years of the warranty coverage and will not exceed \$10,000 per occurrence. A copy of the warranty certificate will be included with this proposal.

WATER TANK WARRANTY

A UPF poly water tank limited warranty certificate, WA0195, is included with this proposal.

TEN (10) YEAR STRUCTURAL INTEGRITY

The Pierce apparatus body limited warranty certificate, WA0009, is included with this proposal.

ROLL UP DOOR MATERIAL AND WORKMANSHIP WARRANTY

A Gortite roll-up door limited warranty will be provided. The mechanical components of the roll-up door will be warranted against defects in material and workmanship for the lifetime of the vehicle. A **six (6) year** limited warranty will be provided on painted and satin roll up doors.

The limited warranty certificate, WA0190, is included with this proposal.

PUMP WARRANTY

The Waterous pump will be provided with a seven (7) year material and workmanship limited warranty.

A copy of the warranty certificate will be included with this proposal.

TEN (10) YEAR PUMP PLUMBING WARRANTY

The Pierce apparatus plumbing limited warranty certificate, WA0035, is included with this proposal.

TEN (10) YEAR PRO-RATED PAINT AND CORROSION

A Pierce body limited pro-rated paint warranty certificate, WA0057, is included with this proposal.

THREE (3) YEAR MATERIAL AND WORKMANSHIP

The Pierce Goldstar gold leaf lamination limited warranty limited warranty certificate, WA0018, is included with this proposal.

VEHICLE STABILITY CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the apparatus complies with NFPA 1900, current edition, section 7.14, Vehicle Stability. The certification is included with this proposal.

ENGINE INSTALLATION CERTIFICATION

The fire apparatus manufacturer will provide a certification, along with a letter from the engine manufacturer stating they approve of the engine installation in the bidder's chassis. The certification will be provided at the time of delivery.

POWER STEERING CERTIFICATION

The fire apparatus manufacturer will provide a certification stating the power steering system as installed meets the requirements of the component supplier. The certification is included with this proposal.

CAB INTEGRITY CERTIFICATION

The fire apparatus manufacturer will provide a cab crash test certification with this proposal. The certification will state that a specimen representing the substantial structural configuration of the cab has been tested and certified by an independent third party test facility. Testing events will be documented with photographs, real-time and high-speed video, vehicle accelerometers, cart accelerometers, and a laser speed trap. The fire apparatus manufacturer will provide a state licensed professional engineer to witness and certify all testing events. Testing will meet or exceed the requirements below:

- SAE J2422 Cab Roof Strength Evaluation - Quasi-Static Loading Heavy Trucks.
- European Occupant Protection Standard ECE Regulation No.29.

- SAE J2420 COE Frontal Strength Evaluation - Dynamic Loading Heavy Trucks.

Side Impact

The cab will be subjected to dynamic preload where a 14,320-lb moving barrier is slammed into the side of the cab at 5.50 mph, striking with an impact of 13,000 ft-lb of force. This test is part of the SAE J2422 test procedure and more closely represents the forces a cab will see in a rollover incident.

Frontal Impact

The same cab will withstand a frontal impact of 32,600 ft-lb of force using a moving barrier in accordance with SAE J2420.

Additional Frontal Impact

The same cab will withstand a frontal impact of 65,098 ft-lb of force using a moving barrier. (Twice the force required by SAE J2420)

Roof Crush

The cab will be subjected to a roof crush force of 22,500 lb. This value meets the ECE 29 criteria, and is equivalent to the front axle rating up to a maximum of ten (10) metric tons.

Additional Roof Crush

The same cab will be subjected to a roof crush force of 110,000 lbs. (Four and a half times the load criteria of ECE 29)

The same cab will withstand all tests without any measurable intrusion into the survival space of the occupant area.

There will be no exception to any portion of the cab integrity certification. Nonconformance will lead to immediate rejection of bid.

CAB DOOR DURABILITY CERTIFICATION

Robust cab doors help protect occupants. Cab doors will survive a 200,000 cycle door slam test where the slamming force exceeds 20 G's of deceleration. The bidder will certify that the sample doors similar to those provided on the apparatus have been tested and have met these criteria without structural damage, latch malfunction, or significant component wear.

WINDSHIELD WIPER DURABILITY CERTIFICATION

Visibility during inclement weather is essential to safe apparatus performance. Windshield wipers will survive a 3 million cycle durability test in accordance with section 6.2 of SAE J198 *Windshield Wiper Systems - Trucks, Buses and Multipurpose Vehicles*. The bidder will certify that the wiper system design has been tested and that the wiper system has met these criteria.

SEAT BELT ANCHOR STRENGTH

Seat belt attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat belt anchor design will withstand 3000 lb of pull on both the lap and shoulder belt in accordance with FMVSS 571.210 Seat Belt Assembly Anchorages. The bidder will certify that each anchor design was pull tested to the required force and met the appropriate criteria.

SEAT MOUNTING STRENGTH

Seat attachment strength is regulated by Federal Motor Vehicle Safety Standards and should be validated through testing. Each seat mounting design will be tested to withstand 20 G's of force in accordance with FMVSS 571.207 Seating Systems. The bidder will certify, at time of delivery, that each seat mount and cab structure design was pull tested to the required force and met the appropriate criteria.

PERFORMANCE CERTIFICATIONS

Cab Air Conditioning

Good cab air conditioning temperature and air flow performance keeps occupants comfortable, reduces humidity, and provides a climate for recuperation while at the scene. The cab air conditioning system will cool the cab from a heat-soaked condition at 100 degrees Fahrenheit to an average of 78 degrees Fahrenheit in 30 minutes. The bidder will certify that a substantially similar cab has been tested and has met these criteria.

Cab Defroster

Visibility during inclement weather is essential to safe apparatus performance. The defroster system will clear the required windshield zones in accordance with SAE J381 Windshield Defrosting Systems Test Procedure And Performance Requirements - Trucks, Buses, And Multipurpose Vehicles. The bidder will certify that the defrost system design has been tested in a cold chamber and passes the SAE J381 criteria.

Cab Auxiliary Heater

Good cab heat performance and regulation provides a more effective working environment for personnel, whether in-transit, or at a scene. An auxiliary cab heater will warm the cab 77 degrees Fahrenheit from a cold-soak, within 30 minutes when tested using the coolant supply methods found in SAE J381. The bidder will certify, at time of delivery, that a substantially similar cab has been tested and has met these criteria.

AMP DRAW REPORT

The bidder will provide, at the time of bid and delivery, an itemized print out of the expected amp draw of the entire vehicle's electrical system.

The manufacturer of the apparatus will provide the following:

- Documentation of the electrical system performance tests.
- A written load analysis, which will include the following:
 - The nameplate rating of the alternator.
 - The alternator rating under the conditions specified per:
 - Current edition of applicable NFPA standards.
 - The minimum continuous load of each component that is specified per:
 - Current edition of applicable NFPA standards.
 - Additional loads that, when added to the minimum continuous load, determine the total connected load.
 - Each individual intermittent load.

All of the above listed items will be provided by the bidder per the current edition of applicable NFPA standards.



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation (“Reliant”), and the City of Clive, Iowa (“Customer”), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Reliant Proposal”** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 9(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 9(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$970,072.00 (“Purchase Price”). Prices are in U.S. funds. Accepted forms of payment include cash, check, money order, wire transfer, or ACH payment. Credit card or purchase card (P-Card) payments are not accepted.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change (“Change Order”). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when Customer accepts in writing the written notice of any increase in price or delay in performance or Delivery and that acceptance is counter-signed by Reliant’s authorized representative.

7. Persistent Inflationary Environment Changes. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compound annual growth rate of 5.0% or more between the month Pierce accepts our order (“Order Month”) and a month 14 months prior to the then predicted Ready For Pickup date (“Evaluation Month”), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer’s approval before proceeding and provide an option to cancel the order without any cancellation or termination charges as applicable under Section 8.

8. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, by Customer, without cause or breach by Reliant, then Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors

to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

9. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within approximately 33.5-36.5 months of the Effective Date of this Agreement, F.O.B. Pierce Manufacturing, Inc., 2600 American Drive, Appleton, WI, 54956, Risk of loss shall pass to Customer upon Delivery. Any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available during process, and a final firm delivery will be provided when committed. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

Customer
City of Clive
1900 NW 114th Street
Clive, IA 50325

11. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant's own negligence, or otherwise.

12. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

13. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; or (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's and Customer's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

22. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s and Customer's authorized representative.

Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

CUSTOMER: THE CITY OF CLIVE, IOWA

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: November 17, 2024

Customer Name: The City of Clive, Iowa

Quantity	Chassis Type	Body Type	Price per Unit
1	Enforcer	Pumper	\$970,072.00
			\$
			\$
			\$
			\$

Contract is for one (1) Pierce Pumper mounted on a Enforcer chassis per Reliant Fire Apparatus, Inc. Proposal #801 dated November 1, 2024.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Additional warranties and full warranty certifications of coverage are detailed in Proposal #801.

Training Requirements: New delivery orientation is to be provided to the City of Clive Fire Department by Reliant Fire Apparatus Inc. after delivery of the apparatus. Orientation is to be arranged at a time mutually agreed upon by the City of Clive Fire Department and Reliant Fire Apparatus, Inc.

Other Matters: Contract valid for thirty (30) days from issue date to execute.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment in the amount of \$970,072.00 and any associated change orders due Reliant Fire Apparatus, Inc. in full ten (10) days prior final inspection date to allow for processing of the transfer of the Manufacturer's Statement of Origin (MSO) at the time of final delivery/driveaway by the customer.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF NOVEMBER 17, 2024 BETWEEN RELIANT AND THE CITY OF CLIVE, IOWA WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #801 PRESENTED TO THE CITY OF CLIVE, IOWA DATED NOVEMBER 1, 2024.

EXHIBIT C

RELIANT PROPOSAL

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #801 PRESENTED TO THE CITY OF CLIVE, IOWA DATED NOVEMBER 1, 2024.

RELIANT FIRE APPARATUS, INC.

P.O. BOX 470 • SLINGER, WISCONSIN 53086 • PHONE (262) 297-5020



November 1, 2024

Clive Fire Department
Assistant Chief Eric Kallem
8800 Hickman Rd.
Clive, IA 50325

Proposal Detail: Reliant Fire Apparatus Proposal #801 dated November 1, 2024 for one (1) Pierce Enforcer Custom Cab Pumper.

Dear Assistant Chief Kallem

Thank you for the opportunity to present this Proposal Detail to the Clive Fire Department. Attached you will find the completed proposal for the apparatus to be furnished. The pricing information for the Proposal Detail is as follows:

Pricing Summary:

Base Unit Price Prior to Payment Discount Options Detailed Below: \$970,072.00

100% Prepayment Option:

Should the Clive Fire Department elect to make 100% payment at contract execution an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	\$ 970,072.00
Less Advanced Payment Discount:	<u>\$-123,096.00</u>
Contract Purchase Price:	\$ 846,976.00

Other Payment Option:

The above prepayment options are the most commonly taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:

Should the Clive Fire Department elect to have a Performance Bond provided, an additional cost will be provided.

Terms and Conditions:

Pricing Validity – Proposal pricing is valid for 45 calendar days.

Delivery – Unit(s) to be completed and prepared for final inspection within approximately 35.5-38.5 months from receipt and acceptance of contract or purchase order. Delivery lead time is based on current lead time at the time of proposal. Lead time will be determined at the time of contract/purchase order award.

Taxes – Any State, Federal, or local taxes are not included. If subject to taxes the amount will be added to the final invoice amount. For a tax-exempt purchase, purchasing entity tax exempt form is required.

Freight – Delivery shall be F.O.B. Price Manufacturing, Appleton, WI.

Payment Form – Payment to be made in the form of cash or check.

Payment Terms:

Base Option:

Payment due in full to Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

100% Prepayment Option:

Payment due in full at time of receipt and acceptance of contract or purchase order.

Other Payment Option:

Said apparatus and equipment are to be built and shipped in accordance with the proposal hereto attached. Delays due to strikes, war, conflicts, pandemics, supply chain issues, or other causes beyond our control, could alter the delivery schedule.

The proposal herein contained shall form part of the final contract and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of proposal, except for any items deemed to be “non-compliant” by the purchaser. All “non-compliant” items are detailed on the NFPA Statement of Exceptions included with the proposal.

We thank the Clive Fire Department for the opportunity to submit Reliant Fire Apparatus proposal #801 to you. Should you have any questions or require any additional information, please do not hesitate contacting me directly, or contacting Reliant Fire Apparatus directly at (262) 297-5020.

Respectfully,

Bruce Blum

Bruce Blum
RELIANT FIRE APPARATUS, INC.
Cell: 712-579-5273
Email: bruceb@reliantfire.com

FEDERAL EXCISE TAX EXEMPTION CERTIFICATE

Customer Name _____

For use by States and local governments (section 4221(a)(4) of the Internal Revenue Code)

The undersigned hereby states that he/she is authorized to execute this certificate and in the accompanying order or on the reverse side hereof for all orders placed by the purchaser for a period of 12 calendar quarters from the date below are purchased from Reliant Fire Apparatus, Inc. for the exclusive use of :

(Fire Department's Governmental Name)

of _____
(State, Territory, Political Subdivision or District of Columbia)

It is understood that the exemption from tax in the case of sales of articles under this Exemption Certificate to the States, etc. is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax-free under this Exemption Certificate are used otherwise or are sold to employees or others, such fact must be reported to the manufacturer of the articles covered by the Certificate. It is also understood that the fraudulent use of this certificate for the purpose to secure exemption will be subject to the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with costs of prosecution.

Under penalties of perjury I declare that I have examined this exemption certificate and to the best of my knowledge and belief it is true, correct and complete.

Signature of

Authorized Individual _____ Title _____ Date _____



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: December 12, 2024

RE: Approve Purchase - Police Vehicle - Stew Hansen Dodge - \$47,483.00

SYNOPSIS:

Replacement vehicle purchase for the Criminal Investigation Division. See attachment.

Attachments:

1. 2539_001

Mark Rehberg, Chief of Police
8800 Hickman Road, Clive, IA
50325
(515) 278-1312
www.cityofclive.com



TO: Mayor Edwards, City Council Members, and City Manager Matt McQuillen
FROM: Mark Rehberg, Chief of Police
DATE: 3 December 2024
RE: Authorization to Purchase Police Vehicle

Each budget year the Police Department replaces a portion of its fleet according to a previously approved replacement cycle. In FY25 we are scheduled to replace one unmarked detective vehicle for the Mid Iowa Narcotics Enforcement (MINE) Task Force officer.

We are requesting to replace the current vehicle, a 2016 Ford Fusion, with a 2025 Ram 1500 pick-up. This vehicle does not have normal upfit costs like a regular patrol car would, however, it would require the addition of running boards, a spray in bed liner and a hard tonneau cover, as well as a bed management system for storage of equipment.

The purchase would be made through Stew Hansen's, which as the current State bid for Ram trucks. The cost of the vehicle equipped with the listed options is \$45,883.00. The only additional expense would be for the aftermarket cargo system, which is priced at \$1,600.00.

The total cost is \$47,483.00. This is well within the budgeted amount in the Capital Equipment Replacement Schedule budget. We have had positive results with selling our used vehicles through Govdeals.com and will continue with this practice. Proceeds from those sales go back into the general fund. With your authorization, we will order this vehicle and pay upon delivery. Thank you for your consideration. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "Mark Rehberg".

Mark Rehberg
Chief of Police

STEW HANSEN DODGE CITY JEEP
12103 HICKMAN RD
URBANDALE, IA 503231801

Configuration Preview

Date Printed: 2024-12-03 3:53 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 01FE7 Clive Police Department
FAN 2:
Client Code:
Bid Number:
PO Number:

Sold to: STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801
Ship to: STEW HANSEN DODGE CITY JEEP (45323)
12103 HICKMAN RD
URBANDALE, IA 503231801

Vehicle: 2025 1500 TRADESMAN CREW CAB 4X4 (144.5 in WB 5 ft 7 in Box) (DT6L98)

	Sales Code	Description	MSRP(USD)
Model:	DT6L98	1500 TRADESMAN CREW CAB 4X4 (144.5 in WB 5 ft 7 in Box)	46,875
Package:	23A	Customer Preferred Package 23A	0
	ERG	3.6L V6 24V VVT eTorque Engine Upg I	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PAU	Granite Crystal Met. Clear Coat	295
	APA	Monotone Paint	0
	*E1	Cloth Bench Seat	0
	-X9	Black	0
Options:	MAF	Fleet Purchase Incentive	0
	A61	Tradesman Level 1 Equipment Group	1,695
	TCP	LT275/65R18C OWI On/Off Road Tires	245
	ADB	Protection Group	395
	YEP	Manuf Statement of Origin	0
	ANT	Bed Utility Group	945
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	142	Zone 42-Detroit	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:		Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,995
Total Price:			52,445

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

State Bid Crew Cab: \$42,753
Color: +295
Spray in liner: +945
Running boards: +495
Hard bed cover: +1,395
Total: \$45,883

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

DRIVE FAST. PAY SLOW. AS LOW AS 0% APR



DECKED



FREE SHIPPING

DRAWER SYSTEM

+ Accessory Pack



8392 Reviews ☆☆☆☆☆



9.99 ← 1600.00

Starting at \$100/mo or 0% APR with **affirm**.

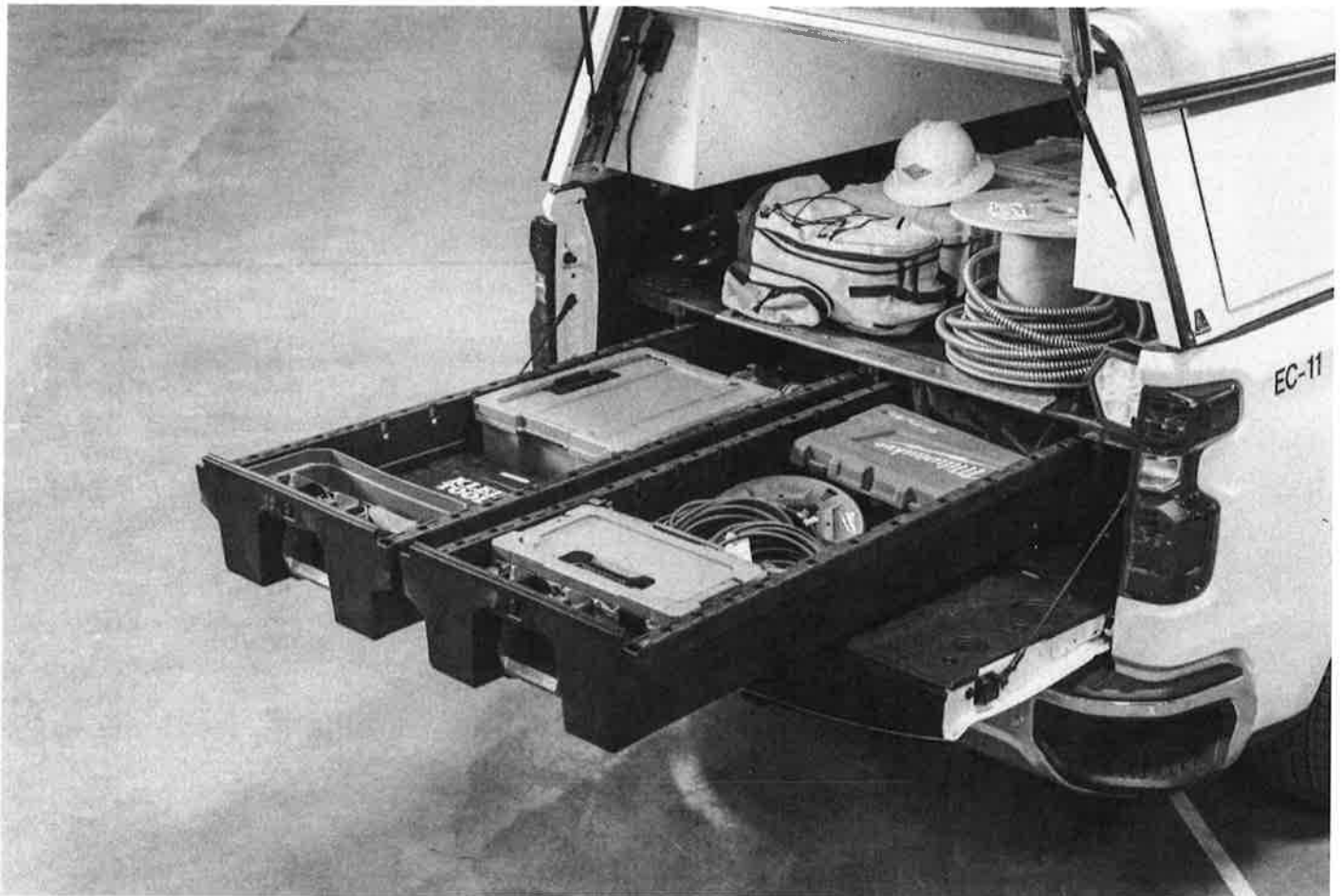
STRAIGHT FROM OUR CUSTOMERS:



"It has ruined my life! Now that I'm organized I have way too much time on my hands. No more 'I left the tool at the shop' just so I can go get some mid-morning tacos. I've already lost 15 lbs (my wife thinks I got a girlfriend) it has ruined my reputation as a so-so handyman."

- Tim T. (Contractor)

< 1 / 5 >



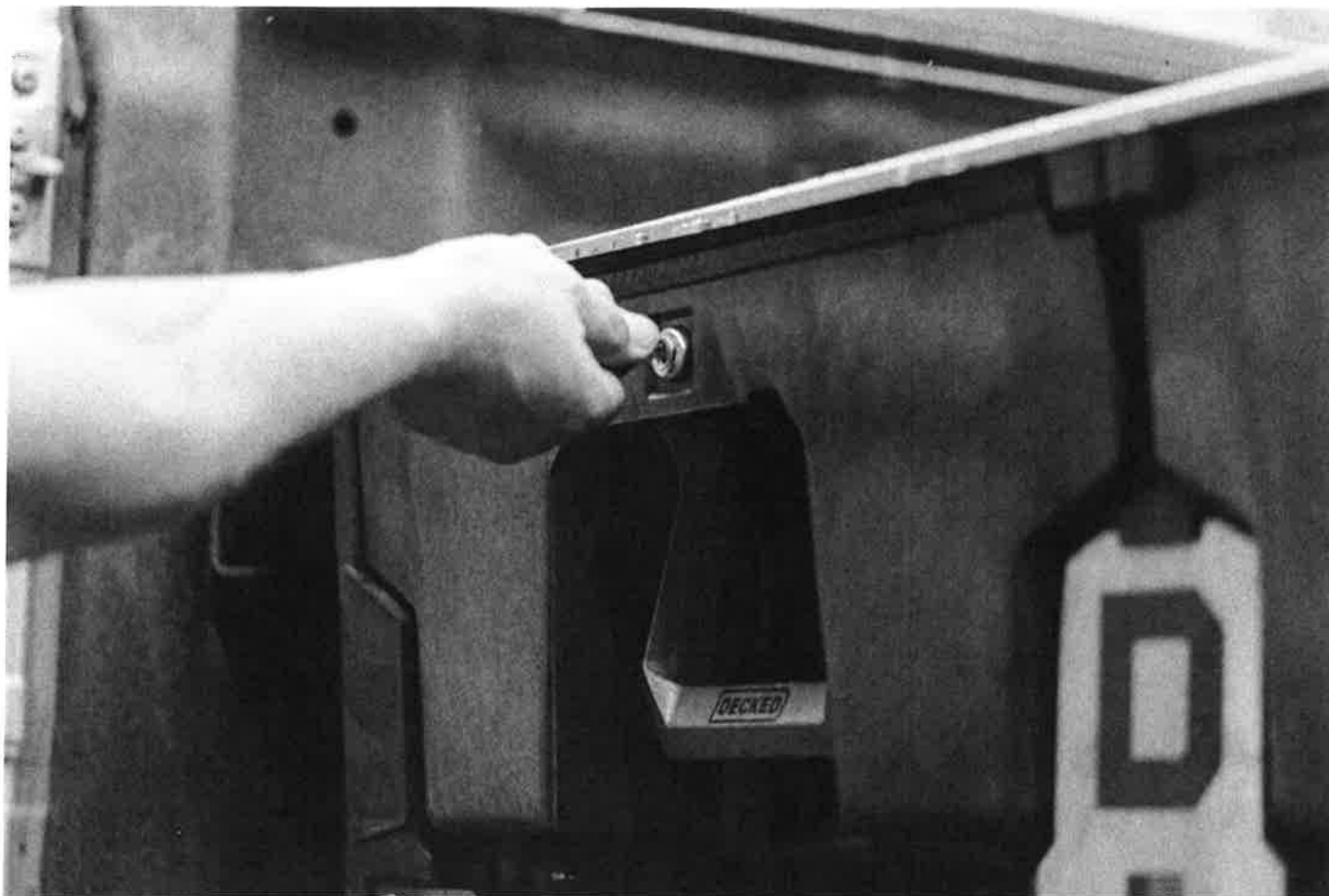
MASSIVE STORAGE

Full bed-length drawers and side access pass-throughs to the wheel wells offer massive, customizable storage. Almost zero wasted space. Exactly 100% increase in the utility of your truck bed. Full-size standard drawers extend 12" further and Full-size short drawers extend 1" further.



WORK-READY PAYLOAD

High impact resistant polymer resin co-molded to a steel subframe gives you a true 2000lb payload letting you load 'er up and get 'er done.



SECURE AND LOCKABLE

Out of sight and out of mind. With your tailgate locked, drawers are inaccessible. Add an optional keyed lockset for complete peace of mind.



100% WEATHERPROOF

From Acts of God to carwashes to anything falling from the sky, your tools and gear stay safe and dry.



BUILT TO ROAM

Keeps dust and other airborne particulate matter out of your drawers using a protective series of closeout panels so your stuff stays clean and cozy.



TECH SPECS

PLEASE SELECT A PRODUCT TO VIEW TECH SPECS.



PREMIUM ACCESSORY PACK INCLUDED

(\$390 VALUE)

SEE THE FULL LIST

MADE IN AMERICA

100% WEATHERPROOF

FREE SHIP



Memo

TO: Mayor and Council members

FROM: Jeff Nuss, Sanitary/Storm Sewer Supervisor

DATE: December 12, 2024

RE: Approve Purchase - MacQueen Equipment - Sewer Truck Purchase and Outfitting - \$676,315.00

SYNOPSIS:

The proposed FY 25/26 Capital Equipment Budget includes \$680,000.00 for the replacement of the combination jet/vac truck. The city has been informed that the lead time for delivery of the new truck is 1 year.

MacQueen Equipment was awarded the state bid for the combination jet/vac sewer cleaning unit and submitted a proposal.

MacQueen Equipment's proposal for the combination jet/vac sewer cleaning unit is \$676,315.00.

MacQueen Equipment included an allowance of \$125,000.00 for the trade of the City's combination jet/vac sewer cleaning unit. The City can purchase the combination jet/vac sewer cleaning unit for \$676,315.00, or purchase with the trade of the combination jet/vac sewer cleaning unit for a cost of \$551,315.00.

Staff recommends your approval of the purchase of the combination jet/vac sewer cleaning unit from MacQueen Equipment for the price of \$551,315.00, including the trade of the City's combination jet/vac sewer cleaning unit.

Please feel free to contact me prior to the meeting at 515-223-6231 or jnuss@cityofclive.com if you have any questions.

Attachments:

1. Quote

October 28th, 2024

Jeff Nuss
City of Clive

Jeff,



Per your request, a proposal has been generated based off of the MNDOT State Bid Contract #: W-196(5) for a Vactor 2100i Sewer Cleaner mounted to a Vactor Supplied Approved Chassis/Spec with the enhancements your department has deemed necessary.

The attached proposal lists all the options that make up the combined purchase price, shown matching the Minnesota State Contract pricing. The final sections explain the special terms and training, availability, and warranty for the proposed machine.

Thank you for this opportunity to submit this proposal on behalf of your equipment needs.

Sincerely,



Mike Osler
Director of Sales
MacQueen
515-864-8171



*Proposal includes: One (1) 2025 **Vactor 2100i** Combination Sewer Truck with your requirements. Pricing is from the MNDOT State Bid Contract W-196(5) bid pricing.

Combination Sewer Cleaner Machine

3.1) Vactor 2100i Base Unit

3.1) Price for base unit: \$356,880.00

3.2) Debris Body Options

3.2.2) 12 Cubic Yard Debris Body w/ Single Stage Single Engine Fan: \$21,986.00

3.2.4) Debris Body Washout System: STD

3.2.9) Flat rear door w/ hydraulic open/close: STD

3.2.12) 6" Valve on Rear Door at 3:00 w/ Camloc: REMOVE PORT

3.2.17) 4" External Trash Pump Rear Door: \$17,624.00

3.2.22) Full Rear Door Swinging Screen: \$1,086.00

3.1.23) Folding pipe rack Qty. 2: \$2,874.00

3.1.25) Splash Shield rear door: \$2,110.00

3.2.26) Lube Manifold: \$3,134.00

3.2.28) Debris Load Limit Alarm Tied to Vacuum Relief: \$2,855.00

3.2.30) Body Up Alarm: STD

3.2.35) Deflector plate in debris body: STD

3.1.37) Back-up and Front Hose Reel Camera(s): \$957.00

3.2.39) Anti-Splash Valve in Body (Prevents sloshing out of boom tube/hose when body is full): STD

3.2.40) Hydraulic Shutoff Valves: STD

3.3.2) Vacuum System Options

3.3.2) Vertical Cyclonic Separators (4) Stainless Steel: \$9,629.00

3.3.4) Fan Flushout System: \$723.00

3.3.5) Front Fan Engagement: \$2,179.00

3.3.7) Single Engine, Dual-Stage Fan: \$27,910.00

3.3.12) Air Vacuum Breaker System (Vacuum Relief): STD

3.4) Boom Options

3.4.4) Rapid Deployment Boom 10' Telescopic X 15' Extendable Boom: \$17,418.00

3.4.8) Rotatable Transition Hose: \$708.00

3.4.9) RDB Washout Coupling: \$147.00

3.4.10) Heavy-Duty RDB Hose: \$2,025.00

3.4.11) Boom Storage Post: STD

3.4.12) Boom Multi-Function Joystick: STD

3.4.13) Wireless Remote Control w/ Hose Reel Functions & Two-Way Display Screen: \$4,270.00

3.5) Pump Options

3.5.1) 80 GPM @ 2,500 PSI Single Piston Vactor Water Pump: STD

3.5.5) Accumulator system for water system- jackhammer control at Hose Reel: \$1,115.00

3.5.7) Rodder Pump Drain Valves: STD

3.5.9) 3" Y Strainer at Water Pump: STD

3.5.10) Hydro-Excavation Kit (Incl. Digging Lance, Multiple Nozzles, Water Pipe, and Dig Tube): \$3,771.00

3.5.11) Spring Retractable Handgun Hose Reel CS/SS, Qty 2: \$4,030.00

3.6) Hose Reel Options

3.6.1) Telescoping Rotating Hose Reel 800' Capacity: STD

3.6.5) 800' of 1" Piranha Hose: \$2,451.00

3.6.6) Auto level indexing wind guide w/ pinch roller: \$5,335.00

3.6.16) Digital Hose footage counter: STD

3.6.17) Digital PSI Gauge: STD

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Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005



3.7) Water System Options

- 3.7.3) 1500 Gallon Water 12 Yard Body: \$5,822.00
- 3.7.4) Air Purge: \$1,791.00
- 3.7.6) Water Level Display on Front Hose Reel Control: STD
- 3.7.7) Low Water Alarm/Light w/ GPM **Flow Meter**: STD
- 3.7.11) Aluminum Water Tanks in Lieu of Stainless Steel: -\$4,500.00

3.8) Tool Box Options

- 3.8.1) Curbside Control Toolbox: 40" x 22" x 24": STD
- 3.8.3) Front Bumper Toolboxes 16" x 12" x 18" w/ LED Strokes: \$2,757.00
- 3.8.10) Toolbox Driverside Chassis Frame 24" x 24" x 24": \$1,970.00
- 3.8.11) Front Hose Reel Storage for Roller and Manhole Pick: \$407.00

3.9) Other Options

- 3.9.6) LED Stop, Turn, Tail and Clearance Lights: STD
- 3.9.12) 14 LED Strobe Light System: \$4,970.00
- 3.9.17) LED Mid-Ship Turn Signals: \$753.00
- 3.9.18) LED Worklight(s) boom: \$1,089.00
- 3.9.19) LED Worklights on Rear, Hose Reel, and Windguide Qty. 3: \$2,751.00
- 3.9.20) LED Worklight on Streetside & Curbside Qty. 2: \$1,454.00
- 3.9.25) Rear LED Arrowboard: \$3,174.00
- 3.9.40) HALO Light w/ Rope Reel: \$4,265.00
- 3.9.43) Cone Holder Post of Drop-In Style (Mounted forward of Streetside Front Bumper Toolbox): \$224.00
- 3.9.46) 2025 Freightliner 114SD, 370 HP, Auto, Tandem Axle: \$138,861.00
- 3.9.61) 2026 Chassis Model Year Increase: \$8,500.00

3.11) Delivery

- 3.11.1) Delivery from Ankeny, IA @ \$5.5/mile- 20 Miles: \$110.00

3.14) Contract Pricing Total: \$665,615.00

3.15) Non-Contract Items

- 3.15.1) Thread-On 25' 1" Leader Hose: \$329.00
- 3.14.2) 36" Higbee Underwater Vacuum Snorkel Tube: \$716.00
- 3.14.3) Paint- Debris Body, Boom, Front Hose Reel- Axalta Yellow 566204EA w/ White Cab: N/C
- 3.14.4) In-Cab Body Dump, Door Open/Close: \$2,789.00
- 3.14.5) Back of Cab Toolbox 16W-30H-96D w/ Two slide out trays-one on each side: \$5,852.00
- 3.15.5) Toolbox Lighting Per Toolbox Qty 3: \$1,014.00

4.0) Pricing Summary- Combined MNDOT State Bid Pricing

STATE BID PURCHASE PRICE: 2025 VACTOR 2100i Sewer Cleaner: \$676,315.00

-MINUS TRADE-IN 2016 Vactor 2100: -\$125,000.00

NET BID PURCHASE PRICE: \$551,315.00

Terms and Training, Availability, and Warranty:

Training: MacQueen Equipment will provide up to 2 Days of operator/maintenance training for city employees upon delivery of the unit on-site. Vactor/Dealer will also provide for all city employees, a Mechanics training course (3-4 day) factory led class at Vactor Mfg. at no course cost to the city. Meals, lodging, and transportation costs are not included.

Availability: Approximately 12 Months after receipt of order with completed delivery no sooner than July 1st, 2025. Subject to factory and chassis availability.

Warranty: Vactor Warranty- 1 Year on Complete Unit- 2 Year Water Pump, 5 Year on Debris Body, 10 Year Warranty on Water Tanks.

Terms of Sale: Quoted prices are based on current costs and therefore subject to change with written notice to account for pricing changes beyond seller's control.

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Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Resolution Approving Purchase Agreement - 7875 Drake Street - \$245,000.00

SYNOPSIS:

As directed through the approval of the University Boulevard Neighborhood Flood Mitigation Plan, staff have negotiated a purchase agreement with the property owner at 7875 Drake Street. Dale Hilken on behalf of the Raymond and Glenda Hilken Irrevocable Trust has accepted a buyout at the purchase price of \$245,000. The purchase price is based on the appraised value of the property, consistent with the City's previously approved buyout acquisition policy.

Please feel free to contact me at 515-223-6221 or dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. resacquire_7875 Drake Street
2. Purchase Agreement
3. Buyout_Exhibit_12122024

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY
LOCATED AT 7875 DRAKE STREET, CLIVE, IOWA

WHEREAS, the City of Clive has determined that it is in the best interest of the City to acquire the property located at 7875 Drake Street in the City of Clive, Iowa (the “Property”) in order to protect the public from the increasing flood risks associated with Walnut Creek and its tributaries; and,

WHEREAS, the City has extended a Purchase Agreement (the “Offer”) to Dale Hilken on behalf of the Raymond and Glenda Hilken Irrevocable Trust, the owner of the Property (“Owner”), which the Owner has accepted.

NOW, THEREFORE, be it resolved by the City Council of the City of Clive, Iowa:

That, the acquisition of the Property pursuant to the terms of the Purchase Agreement is hereby approved by the Clive City Council, and the Mayor and City Manager are authorized to execute, on behalf of the City of Clive, such documents as are necessary and appropriate to effectuate the purchase of the Property pursuant to the Offer, including, without limitation, any agreements, deeds, closing statements, certificates or similar documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of December 12, 2024, (the "Effective Date") by and between the City of Clive, Iowa, an Iowa municipality ("Buyer") and Raymond and Glenda Hilken Irrevocable Trust ("Seller").

RECITALS:

A. Seller is the owner of certain real estate described on Exhibit "A" attached hereto together with any and all buildings and other improvements thereon, and all rights, easements and appurtenances thereto (collectively, referred to as the "Property"); and

B. Buyer has notified Seller that Seller is not required to sell Property and such transaction is voluntary, and that the Seller is not entitled to relocation benefits which are available to property owners who must sell their properties involuntarily.

C. Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. PURCHASE AND SALE. In accordance with and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The purchase price for the Property shall be Two Hundred Forty-Five Thousand Dollars and Zero Hundredths (\$245,000.00) (the "Purchase Price") subject to credits, debits and adjustments, as hereinafter provided, and subject to all the terms and conditions herein contained and with the entire Purchase Price (with such debits, credits and adjustments) to be paid by Buyer to Seller at Closing (as hereinafter defined) by wire transfer, or by certified or cashier's check.

2. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Seller shall pay Seller's prorated share, based upon the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs (i.e., the fiscal year ending June 30, 2025) and payable in the subsequent fiscal year (i.e., the fiscal year commencing July 1, 2025). Buyer shall be given a credit for such proration at Closing based upon the then last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually

be applicable as shown by the records of the county assessor on the date of possession.

C. Buyer shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. Seller shall pay (i) all installments of special assessments that are a lien on the Property as of the Closing Date and (ii) all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing, shall be paid by Seller. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. Buyer shall pay all other special assessments.

4. MISCELLANEOUS EXPENSES. Seller shall pay the following costs at Closing: (i) all real estate transfer taxes; (ii) real estate taxes to the county treasurer as provided in Section 2(A) above and prorated real estate taxes to Buyer as provided in Section 2(B) above; (iii) all special assessments as provided in Section 3 above; (iv) Seller's attorney's fees; (v) the cost of recording the release of any existing mortgage and the cost of recording any other document necessary to make title to the Property marketable; (vi) abstracting fees as provided in Section 9; and (vii) such other expenses as are normally paid by a seller under local custom. Buyer shall pay the following costs at Closing: (i) the cost of recording the general warranty deed for the Property and any loan documents related to financing arranged by Buyer; (ii) Buyer's attorney's fees; and (iii) such other expenses as are normally paid by a Buyer under local custom.

5. CONDITION TO CLOSING. Buyer's obligation to purchase the Property is conditioned upon the City Council of the City of Clive approving the purchase of the Property on the terms and conditions set forth in this Agreement.

6. RISK OF LOSS AND INSURANCE. Intentionally omitted.

7. POSSESSION AND CLOSING. The closing of the purchase of the Property (the "Closing") shall take place on a date mutually agreeable to the parties, but in no event later than January 30, 2025, (the "Closing Date") unless otherwise agreed by the parties in writing. Any adjustments of rent, insurance, taxes, interest and all charges attributable to Seller's possession shall be made as of the Closing Date. Seller agrees to permit Buyer to inspect the Property within forty-eight (48) hours prior to the Closing Date to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the Closing Date, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of all conveyance documents and receipt of all funds then due at Closing from Buyer under the Agreement.

8. ABSTRACT AND TITLE. Seller, at Seller's expense, shall obtain an abstract of title to the Property continued through a date not earlier than thirty (30) days prior to the date of this Agreement, and deliver it to Buyer's attorney for examination no later than ten (10) days from the Effective Date. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly cure any defects in title to the Property. In the event Seller

cannot cure all defects in title to the Property within thirty (30) days from Seller's counsel's receipt of the title opinion, either party may terminate this Agreement by giving written notice of termination to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. If the survey shows an encroachment on the Property, the encroachment shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, (ii) at no time during the period that Seller has owned the Property has there been any underground storage tanks or above-ground storage tanks located on the Property, and (iii) the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation requiring remediation under current governmental standards. Seller further represents and warrants to Buyer that (i) Seller has not done anything to contaminate the Property with hazardous wastes or substances, (ii) that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks and (iii) there is no private sewage disposal system located on the Property that serves the Property. At the Closing, if required under Iowa Code section 558.69, Seller shall execute and deliver to Buyer a properly executed groundwater hazard statement. If no groundwater hazard statement is required, the statement required under Iowa Code section 558.69(8A) shall be added to the deed.

B. Buyer may, at its expense on or before the Closing Date, conduct such tests and studies of the Property, including, but not limited to, environmental-related tests and studies, and obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller.

11. DEED; AUTHORIZATION. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by general warranty deed, free and clear of all liens, restrictions, and encumbrances, except as expressly provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed, excepting liens or encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, as of the date of this Agreement, holds title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Seller,

then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of the death of any Seller, agrees to pay any balance of the Purchase Price due Seller under this Agreement to the surviving Seller and to accept a deed from the surviving Seller.

13. USE OF PURCHASE PRICE. At time of Closing, the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon court approval unless declared unnecessary by Buyer's attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved, either party may declare this Agreement null and void, or all payments made hereunder, if any, shall be returned to Buyer.

15. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit this Agreement as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited.

B. If Seller fails to timely perform Seller's obligations under this Agreement (i) Buyer has the right to terminate this Agreement by delivering written notice to Seller and, in such event, Seller shall return to Buyer, within three (3) days following the receipt by Seller of such termination notice, all payments previously made by Buyer to Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

16. NOTICE. Any notice under this Agreement shall be in writing and be deemed given: (i) when personally delivered; (ii) three (3) days after deposit in the United States registered or certified mail, postage prepaid; or (iii) when sent by Federal Express or similar nationally recognized overnight courier service. For purposes of notice, the addresses of the parties shall be as set forth below their signatures, provided that a party may change its address for notices by giving written notice of such change to the other party in accordance with this provision.

17. CERTIFICATION. Buyer and Seller each certifies that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks,

liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18. **GENERAL PROVISIONS.** In the performance of each provision of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement and the representations, warranties and covenants of the parties shall apply to and bind the successors in interest and assigns of the parties. This Agreement, including, but not limited to, the representations and warranties and covenants of the parties in this Agreement, shall survive the Closing and the delivery of the general warranty deed. Section headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement of the parties hereto with respect to the subject matters hereof and supersedes any and all prior agreements, arrangements and undertakings of the parties, hereto with respect to the subject matters hereof and shall not be amended except by a written instrument duly signed by Seller and Buyer. This Agreement shall be construed and interpreted according to the laws of the State of Iowa, without reference to conflicts of law principles. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be severed from this Agreement and the remaining portions hereof shall continue in full force and effect pursuant to their terms. This Agreement shall not be assigned by operation of law or otherwise, provided, however Buyer may assign its rights hereunder to any lender providing financing for this transaction.

19. **ATTORNEY'S FEES.** If either Seller or Buyer commences any action or proceeding against the other party arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party in any such action or proceeding, as determined by the court in such action, shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court.

20. **COUNTERPARTS.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **REAL ESTATE AGENT OR BROKER.** The Seller has used the service of a real estate agent or broker in connection with this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless from any claim by any real estate agent or broker arising out of or related to this transaction between Seller and Buyer.

22. **LEASES.** Seller shall terminate all leases on the Property with the effective date of the termination being no later than the Closing Date.

23. **LEASE BETWEEN BUYER AND SELLER.** As of the Closing Date, Seller, as tenant, and Buyer, as landlord, shall enter into a Real Estate Lease for the Property in the form

attached to this Agreement as Exhibit “B” (the “Lease”).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“Buyer”

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

Phone: 515-223-6221

“Seller”

Dale A. Hilken, Trustee of the Raymond & Glenda Hilken Irrevocable Trust

Address: 7875 Drake Street, Clive, Iowa 50325

Phone: 515-423-4650

EXHIBIT A

PROPERTY

Lot 9 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

Exhibit B

REAL ESTATE LEASE

This Real Estate Lease ("**Lease**") is made and entered into as of _____, 2024 (the "**Effective Date**"), by and Raymond and Glenda Hilken Irrevocable Trust ("**Tenant**"), and City of Clive, Iowa ("**Landlord**").

RECITALS

- A. Landlord and Tenant entered into a Real Estate Purchase Agreement dated as of December 12, 2024, (the "**Agreement**") whereby Tenant agreed to sell to Landlord and Landlord agreed to purchase from Tenant the real property described on Exhibit A to the Agreement (the "**Property**");
- B. WHEREAS, closing on the purchase and sale of the Property as set forth in the Agreement occurred on the Effective Date;
- C. WHEREAS, as part of the Agreement, Landlord agreed to lease to Tenant the Premises as described in Section 1 of this Lease; and
- D. WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as defined herein) in accordance with the terms of this Lease.

Now, therefore, in consideration of the rents herein reserved and of the covenants, agreements and conditions herein contained, Landlord hereby leases the Premises, as hereinafter defined, to Tenant and Tenant hereby leases the Premises from Landlord, upon the following terms and conditions:

1. LEASED PREMISES. The leased premises shall be the building located on the real property described in Exhibit A attached hereto (the "**Real Estate**"), including ingress and egress thereto over and across the real property described in Exhibit A (the "**Premises**").

2. TERM. The term of this Lease shall commence on the Effective Date (the "**Commencement Date**"), and, unless earlier terminated as provided herein, shall continue until November 1, 2025 (the "**Term**"). Notwithstanding the foregoing or anything in this Lease to the contrary or appearing to the contrary, in the event of damage to the Premises that will cost more than ONE DOLLAR (\$1.00) to repair, either party may terminate this Lease by giving written notice to the other party, and in such event this Lease shall terminate effective as of the date that is ten (10) days following the date of such written notice.

3. RENT. Rent for the Premises for the Term shall be \$1.00.

4. USE. Tenant agrees not to use or permit the Premises to be used for any purpose other than as a residence. Tenant shall not use the Premises in such a manner as to create a nuisance.

5. UTILITIES. Tenant shall provide utilities to the Premises. Tenant shall be solely responsible, at Tenant's sole expense, for all utility bills, if any, applicable to Tenant's use of the Premises. Landlord shall not be required to provide equipment to heat or cool the Premises. Landlord shall not be liable for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

6. MAINTENANCE AND ALTERATIONS.

A. Tenant agrees that during the Term it shall, at its expense, maintain the exterior of the Premises in at least as good order, repair and condition as the Premises was in on the date hereof ordinary wear and tear excepted. Tenant shall be responsible for any damage to the exterior of the Premises caused by Tenant. Except as provided in "C" immediately below, Tenant shall not make any improvements, additions, alterations, modifications, changes replacements, or substitutions to the Premises, without the prior written consent of Landlord. Tenant, at Tenant's expense, shall be responsible for ice and snow removal and mowing on the Premises. Notwithstanding the foregoing or anything in this Lease to the contrary, if the Iowa Uniform Residential Landlord and Tenant Act requires Landlord to perform any such maintenance and repairs, Landlord shall do so.

B. Tenant agrees that the condition of the Premises is, on the Commencement Date, acceptable to Tenant.

C. Notwithstanding anything in the Lease to the contrary, during the Term, Tenant may salvage any and all interior and exterior parts of the home, including but not limited to, appliances, heating and cooling equipment, plumbing and electrical fixtures provided that the structure of the home, as applicable, remains structurally sound and weather tight and the Premises can be reasonably maintained and in compliance will all property maintenance requirements of the City. Any such salvage activities shall be at Tenant's sole risk and expense.

7. COMPLIANCE WITH LAWS. Tenant shall comply with all with all ordinances of the municipality in which the Premises are located, or the laws, rules and regulations of the United States of America and the State of Iowa relating to the handling, storage, use, disposal and release of any substances or materials regulated by any local, state or federal environmental laws.

8. LIENS. Tenant shall not (i) grant any lien or any mortgage or security interest in the Property or (ii) suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or to exist against the Property, or Tenant's interest in the Property, by reason of work, services or materials supplied or claimed to have been supplied to or at the request of Tenant. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations or repairs of or to the Property or the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's,

mechanics' or other lien against the Property. If any such lien should, at any time, be filed, Tenant shall cause the same to be discharged of record within thirty (30) days after date of filing the same or, if Tenant in good faith determines that such liens should be contested, Tenant shall furnish such security, by surety bond or otherwise, as is prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by posting a bond and, in such event, Tenant shall pay to Landlord all amounts paid by Landlord for any of the foregoing purposes, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, including, but not limited to, reasonable attorney's fees. Breach of this section by Tenant shall be an event of default hereunder. If Landlord pays any such cost for Tenant, such sum shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

9. INDEMNITY. Tenant agrees to protect, defend, indemnify and hold harmless Landlord and Landlord's employees and agents, against any claim, liability, loss or expense (including, but not limited to, reasonable attorneys' fees) arising, directly or indirectly, from the use of the Premises by Tenant during the Term, or any act or omission of Tenant, its agents, employees, invitees, or contractors in or relating to the Premises, but only to the extent that such claim, liability, loss or expense is not a result of any breach of Landlord's obligations, representations or warranties set forth in this Lease or the Agreement.

10. ENTRY BY LANDLORD. Landlord, or Landlord's agents, at reasonable hours, may enter the Premises to inspect the same or for the purpose of making repairs to the Premises, in the event Tenant fails to timely make required repairs. Landlord shall not be liable or responsible to Tenant for any loss or damage sustained by Tenant arising out of the repair of the Premises by Landlord pursuant to the foregoing provisions.

11. TENANT DEFAULT

A. Each of the following events shall constitute an event of Tenant's default under this Lease ("**Event of Tenant Default**"):

(i) If Tenant shall, at any time, fail to pay any amount payable by Tenant to Landlord pursuant to this Lease when due and such non-payment is not cured within ten (10) days after the date of receipt of written notice from Landlord to Tenant designating such nonpayment; or

(ii) If Tenant shall fail to comply with or shall breach any of the warranties or covenants of Tenant under this Lease (other than the payment of rent or other payment obligations) and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Landlord to Tenant designating such non-compliance or breach.

B. Upon the occurrence of any of the foregoing Events of Tenant Default, Landlord, at Landlord's election, shall have the right, in addition to any other remedy or remedies now or hereafter available to Landlord at law or in equity, terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may, without prejudice to any other remedy that it may have, after terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person, who may be occupying the Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim of damages therefor.

Pursuit of any of the foregoing remedies by Landlord shall not preclude Landlord's pursuit of any of the other remedies herein provided for or any other remedies available to Landlord at law or in equity, nor shall pursuit of any remedy herein provided constitute forfeiture or waiver of any rent due Landlord hereunder or of any damages occurring to Landlord by reason of any Event of Tenant Default under this Lease. Forbearance by Landlord to enforce one or more of the remedies herein provided for upon an Event of Tenant Default shall not be deemed or construed to constitute a waiver of such default.

C. If Tenant fails to timely perform its obligations under the terms of this Lease, Landlord shall, in addition to all other rights and remedies available to Landlord, have the right to perform the covenant or condition that gave rise to such default if such default can be cured solely by the payment of money, and any amount advanced by Landlord shall be paid by Tenant to Landlord, on demand.

D. No delay by Landlord in exercising any right or remedy provided herein or otherwise afforded by law or in equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Landlord of any particular provisions of this Lease shall be deemed effective unless in writing signed by Landlord. All rights and remedies provided for herein that Landlord may otherwise have, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successfully in order whatsoever, and as often as the occasion therefore arises, but always subject to the limitations above set forth.

12. LANDLORD DEFAULT.

A. Each of the following events shall constitute an event of Landlord's default under this Lease ("**Event of Landlord Default**"): If Landlord shall fail to comply with or shall breach any of the warranties or covenants of Landlord under this Lease and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Tenant to Landlord designating such non-compliance or breach.

B. Upon the occurrence of any of Event of Landlord Default, Tenant, at Tenant's election, shall have the right to terminate this Lease. Termination of this Lease shall be Tenant's sole remedy for an Event of Landlord Default.

13. EXPIRATION. At the expiration of the Term or upon termination of this Lease pursuant to any provision of this Lease, Tenant agrees to surrender possession of the Premises to

Landlord without further notice to quit, and in as good repair and condition as the same is now or may hereafter be placed, reasonable wear and tear and insured casualty excepted.

14. NO WAIVER. No waiver of the breach of any of the terms or conditions of this Lease shall constitute a waiver of any other or succeeding breach of the same or other provision of this Lease.

15. NOTICES. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or, if sent by overnight courier, one (1) business day after it is sent, or three (3) days after such notice is deposited in the United States mail, postage prepaid, sent certified or registered, return receipt requested, to the addresses set forth underneath the signatures of the parties or to such other address or person as hereinafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration of the Term of this Lease without obtaining Landlord's written consent and without the execution of a new lease, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and Tenant shall be subject to immediate eviction and removal. Tenant shall not interpose any counterclaim or counterclaim in a summary proceeding or other action based on a holdover, other than any claims or counterclaims based upon any offsets or credit permitted by this Lease or any mandatory counterclaims.

17. BINDING. The terms, provisions, warranties and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest and legal representatives, except as otherwise herein expressly provided.

18. TIME IS ESSENCE. Time is of the essence in this Lease.

19. APPLICABLE LAW. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

20. ENTIRE AGREEMENT. This Lease contains an entire agreement between the parties thereto with respect to the subject matter hereof; and no agreement, representation or inducement applicable to this Lease shall be effective to change, modify or terminate this Lease in whole or in part, unless in writing and signed by the parties to be charged therewith. All prior conversations or writings between the parties hereto or their representatives related to the subject matters of this Lease are merged into and extinguished by execution of this Lease.

21. SURVIVAL OF WARRANTIES AND COVENANTS. Except as specifically provided otherwise in this Lease, the warranties and covenants of the parties herein shall survive the expiration or termination of this Lease.

22. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.

23. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies Landlord and Tenant waive all rights of recovery against each other.

B. ACTS BY TENANT. Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the Premises.

C. INCREASED RISKS OR HAZARDS. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said Premises due to increased risks or hazards resulting from Tenant's use of the Premises otherwise than as herein contemplated and agreed.

D. PROVISION OF LEASE TO INSURERS. Landlord and Tenant shall each provide a copy of this Lease to their respective insurers.

24. LIABILITY FOR DAMAGE. Tenant shall be liable to Landlord for all damage to the Premises negligently, recklessly or intentionally caused by Tenant (or their agents, employees or invitees).

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease, in multiple copies, each of which shall be deemed to be an original, on the day and year first above written.

"Landlord"

CITY OF CLIVE, IOWA

By: _____
Matt McQuillen, City Manager

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

"Tenant"

Dale A. Hilken, Trustee for the Raymond and Glenda Hilken Irrevocable Trust

EXHIBIT A

7875 Drake Street

Real Property on which Premises is located:

Lot 9 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

FLOOD PRONE PROPERTY BUYOUT PROGRAM

Acquired/Demo'd (yellow)

1275 NW 75th Street
1300 NW 78th Street
1312 NW 78th Street
1355 NW 78th Street
1360 NW 78th Street
1280 NW 78th Street
1270 NW 75th Street
7811 University
7827 University
1260 NW 78th Street
1301 NW 78th Street
1300 NW 75th Street
1325 NW 78th Street
1340 NW 78th Street
1320 NW 78th Street
1371 NW 78th Street
7975 University

Acquired/Not Yet Demo'd (orange)

1444 NW 80th Street
7845 Drake Street
1431 NW 78th Street
1393 NW 78th Street

7875 Drake Street (Hilken)

7880 Drake Street (Harris)

7835 Drake Street (Forrest)

7825 Drake Street (Bunce)



Legend

- Acquisition Area
- Parcels
- Regulatory Floodplain
- Pre-FIRM Parcels
- Homes with Basements

Inundation Potential at First Floor

2' to 4'	6' to 8'
4' to 6'	8'+



As of March 2024



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Resolution Approving Purchase Agreement - 7880 Drake Street - \$283,000.00

SYNOPSIS:

As directed through the approval of the University Boulevard Neighborhood Flood Mitigation Plan, staff have negotiated a purchase agreement with the property owner at 7880 Drake Street. Rodney and Kiera Haris have accepted a buyout at the purchase price of \$283,000. The purchase price is based on the appraised value of the property consistent with the City's previously approved buyout acquisition policy.

Please feel free to contact me at 515-223-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. resacquire_7880 Drake Street
2. Purchase Agreement_Bauer-Haris_11112024.pdf (version 4)
3. Lease_Exhibit_Bauer-Haris_11112024
4. Buyout_Exhibit_12122024

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY
LOCATED AT 7880 DRAKE STREET, CLIVE, IOWA

WHEREAS, the City of Clive has determined that it is in the best interest of the City to acquire the property located at 7880 Drake Street in the City of Clive, Iowa (the “Property”) in order to protect the public from the increasing flood risks associated with Walnut Creek and its tributaries; and,

WHEREAS, the City has extended a Purchase Agreement (the “Offer”) to Rodney and Kiera Haris, the owners of the Property (“Owner”), which the Owner has accepted.

NOW, THEREFORE, be it resolved by the City Council of the City of Clive, Iowa:

That, the acquisition of the Property pursuant to the terms of the Purchase Agreement is hereby approved by the Clive City Council, and the Mayor and City Manager are authorized to execute, on behalf of the City of Clive, such documents as are necessary and appropriate to effectuate the purchase of the Property pursuant to the Offer, including, without limitation, any agreements, deeds, closing statements, certificates or similar documents, and the City Clerk is authorized to attest to their signatures.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of December 12, 2024, (the "Effective Date") by and between the City of Clive, Iowa, an Iowa municipality ("Buyer") and ~~Kiera K. Bauer~~ and Rodney W. Haris III, a married couple as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common ("Seller").

RECITALS:

Kiera K Harris


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A. Seller is the owner of certain real estate described on Exhibit "A" attached hereto together with any and all buildings and other improvements thereon, and all rights, easements and appurtenances thereto (collectively, referred to as the "Property"); and

B. Buyer has notified Seller that Seller is not required to sell Property and such transaction is voluntary, and that the Seller is not entitled to relocation benefits which are available to property owners who must sell their properties involuntarily.

C. Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. **PURCHASE AND SALE.** In accordance with and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The purchase price for the Property shall be Two Hundred Eighty-Three Thousand Dollars and Zero Hundredths (\$283,000.00) (the "Purchase Price") subject to credits, debits and adjustments, as hereinafter provided, and subject to all the terms and conditions herein contained and with the entire Purchase Price (with such debits, credits and adjustments) to be paid by Buyer to Seller at Closing (as hereinafter defined) by wire transfer, or by certified or cashier's check.

2. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Seller shall pay Seller's prorated share, based upon the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs (i.e., the fiscal year ending June 30, 2025) and payable in the subsequent fiscal year (i.e., the fiscal year commencing July 1, 2025). Buyer shall be given a credit for such proration at Closing based upon the then last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage


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rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the records of the county assessor on the date of possession.

C. Buyer shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. Seller shall pay (i) all installments of special assessments that are a lien on the Property as of the Closing Date and (ii) all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing, shall be paid by Seller. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. Buyer shall pay all other special assessments.

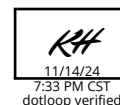
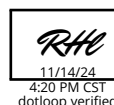
4. MISCELLANEOUS EXPENSES. Seller shall pay the following costs at Closing: (i) all real estate transfer taxes; (ii) real estate taxes to the county treasurer as provided in Section 2(A) above and prorated real estate taxes to Buyer as provided in Section 2(B) above; (iii) all special assessments as provided in Section 3 above; (iv) Seller's attorney's fees; (v) the cost of recording the release of any existing mortgage and the cost of recording any other document necessary to make title to the Property marketable; (vi) abstracting fees as provided in Section 9; and (vii) such other expenses as are normally paid by a seller under local custom. Buyer shall pay the following costs at Closing: (i) the cost of recording the general warranty deed for the Property and any loan documents related to financing arranged by Buyer; (ii) Buyer's attorney's fees; and (iii) such other expenses as are normally paid by a Buyer under local custom.

5. CONDITION TO CLOSING. Buyer's obligation to purchase the Property is conditioned upon the City Council of the City of Clive approving the purchase of the Property on the terms and conditions set forth in this Agreement.

6. RISK OF LOSS AND INSURANCE. Intentionally omitted.

7. POSSESSION AND CLOSING. The closing of the purchase of the Property (the "Closing") shall take place on a date mutually agreeable to the parties, but in no event later than January 17, 2025, (the "Closing Date") unless otherwise agreed by the parties in writing. Any adjustments of rent, insurance, taxes, interest and all charges attributable to Seller's possession shall be made as of the Closing Date. Seller agrees to permit Buyer to inspect the Property within forty-eight (48) hours prior to the Closing Date to assure that the Property is in the condition required by this Agreement. If possession is given on a day other than the Closing Date, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of all conveyance documents and receipt of all funds then due at Closing from Buyer under the Agreement.

8. ABSTRACT AND TITLE. Seller, at Seller's expense, shall obtain an abstract of title to the Property continued through a date not earlier than thirty (30) days prior to the date of this Agreement, and deliver it to Buyer's attorney for examination no later than ten (10) days from the Effective Date. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. Seller shall make



every reasonable effort to promptly cure any defects in title to the Property. In the event Seller cannot cure all defects in title to the Property within thirty (30) days from Seller's counsel's receipt of the title opinion, either party may terminate this Agreement by giving written notice of termination to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. If the survey shows an encroachment on the Property, the encroachment shall be treated as a title defect.

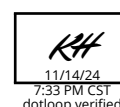
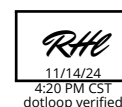
10. ENVIRONMENTAL MATTERS.

A. Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief (i) there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, (ii) at no time during the period that Seller has owned the Property has there been any underground storage tanks or above-ground storage tanks located on the Property, and (iii) the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation requiring remediation under current governmental standards. Seller further represents and warrants to Buyer that (i) Seller has not done anything to contaminate the Property with hazardous wastes or substances, (ii) that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks and (iii) there is no private sewage disposal system located on the Property that serves the Property. At the Closing, if required under Iowa Code section 558.69, Seller shall execute and deliver to Buyer a properly executed groundwater hazard statement. If no groundwater hazard statement is required, the statement required under Iowa Code section 558.69(8A) shall be added to the deed.

B. Buyer may, at its expense on or before the Closing Date, conduct such tests and studies of the Property, including, but not limited to, environmental-related tests and studies, and obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller.

11. DEED; AUTHORIZATION. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by general warranty deed, free and clear of all liens, restrictions, and encumbrances, except as expressly provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed, excepting liens or encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, as of the date of this Agreement, holds title to the Property in joint tenancy with full right of



survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of the death of any Seller, agrees to pay any balance of the Purchase Price due Seller under this Agreement to the surviving Seller and to accept a deed from the surviving Seller.

13. **USE OF PURCHASE PRICE.** At time of Closing, the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. **APPROVAL OF COURT.** If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon court approval unless declared unnecessary by Buyer's attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved, either party may declare this Agreement null and void, or all payments made hereunder, if any, shall be returned to Buyer.

15. **REMEDIES OF THE PARTIES.**

A. If Buyer fails to timely perform this Agreement, Seller may forfeit this Agreement as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited.

B. If Seller fails to timely perform Seller's obligations under this Agreement (i) Buyer has the right to terminate this Agreement by delivering written notice to Seller and, in such event, Seller shall return to Buyer, within three (3) days following the receipt by Seller of such termination notice, all payments previously made by Buyer to Seller.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

16. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed given: (i) when personally delivered; (ii) three (3) days after deposit in the United States registered or certified mail, postage prepaid; or (iii) when sent by Federal Express or similar nationally recognized overnight courier service. For purposes of notice, the addresses of the parties shall be as set forth below their signatures, provided that a party may change its address for notices by giving written notice of such change to the other party in accordance with this provision.

17. **CERTIFICATION.** Buyer and Seller each certifies that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees to defend, indemnify


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and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

18. **GENERAL PROVISIONS.** In the performance of each provision of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement and the representations, warranties and covenants of the parties shall apply to and bind the successors in interest and assigns of the parties. This Agreement, including, but not limited to, the representations and warranties and covenants of the parties in this Agreement, shall survive the Closing and the delivery of the general warranty deed. Section headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire agreement of the parties hereto with respect to the subject matters hereof and supersedes any and all prior agreements, arrangements and undertakings of the parties, hereto with respect to the subject matters hereof and shall not be amended except by a written instrument duly signed by Seller and Buyer. This Agreement shall be construed and interpreted according to the laws of the State of Iowa, without reference to conflicts of law principles. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be severed from this Agreement and the remaining portions hereof shall continue in full force and effect pursuant to their terms. This Agreement shall not be assigned by operation of law or otherwise, provided, however Buyer may assign its rights hereunder to any lender providing financing for this transaction.

19. **ATTORNEY'S FEES.** If either Seller or Buyer commences any action or proceeding against the other party arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party in any such action or proceeding, as determined by the court in such action, shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court.

20. **COUNTERPARTS.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **REAL ESTATE AGENT OR BROKER.** The Seller has used the service of a real estate agent or broker in connection with this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless from any claim by any real estate agent or broker arising out of or related to this transaction between Seller and Buyer.

22. **LEASES.** Seller shall terminate all leases on the Property with the effective date of the termination being no later than the Closing Date.

23. **LEASE BETWEEN BUYER AND SELLER.** As of the Closing Date, Seller, as


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tenant, and Buyer, as landlord, shall enter into a Real Estate Lease for the Property in the form attached to this Agreement as Exhibit “B” (the “Lease”).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


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“Buyer”

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

Phone: 515-223-6221


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dotloop verified

“Seller”

Kiera Harris

dotloop verified
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QM2G-AMNI-HVIK-AGHO

~~Kiera K. Bauer~~ Kiera K. Harris

Rodney Harris III

dotloop verified
11/14/24 4:20 PM CST
PXOC-8JIN-S07C-BOHD

Rodney W. Harris III

Address: 7880 Drake Street, Clive, Iowa 50325

Phone: _____

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KH
11/14/24
7:33 PM CST
dotloop verified

EXHIBIT A

PROPERTY

Lot 8 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.


11/14/24
4:20 PM CST
dotloop verified


11/14/24
7:33 PM CST
dotloop verified

Exhibit B

REAL ESTATE LEASE

This Real Estate Lease ("**Lease**") is made and entered into as of _____, 2024 (the "**Effective Date**"), by and between Kiera K. Bauer and Rodney W. Haris III ("**Tenant**"), and City of Clive, Iowa ("**Landlord**").

RECITALS

- A. Landlord and Tenant entered into a Real Estate Purchase Agreement dated as of December 12, 2024, (the "**Agreement**") whereby Tenant agreed to sell to Landlord and Landlord agreed to purchase from Tenant the real property described on Exhibit A to the Agreement (the "**Property**");
- B. WHEREAS, closing on the purchase and sale of the Property as set forth in the Agreement occurred on the Effective Date;
- C. WHEREAS, as part of the Agreement, Landlord agreed to lease to Tenant the Premises as described in Section 1 of this Lease; and
- D. WHEREAS, Landlord is willing to lease to Tenant and Tenant is willing to lease from Landlord the Premises (as defined herein) in accordance with the terms of this Lease.

Now, therefore, in consideration of the rents herein reserved and of the covenants, agreements and conditions herein contained, Landlord hereby leases the Premises, as hereinafter defined, to Tenant and Tenant hereby leases the Premises from Landlord, upon the following terms and conditions:

1. LEASED PREMISES. The leased premises shall be the building located on the real property described in Exhibit A attached hereto (the "**Real Estate**"), including ingress and egress thereto over and across the real property described in Exhibit A (the "**Premises**").

2. TERM. The term of this Lease shall commence on the Effective Date (the "**Commencement Date**"), and, unless earlier terminated as provided herein, shall continue until August 30, 2025 (the "**Term**"). Notwithstanding the foregoing or anything in this Lease to the contrary or appearing to the contrary, in the event of damage to the Premises that will cost more than ONE DOLLAR (\$1.00) to repair, either party may terminate this Lease by giving written notice to the other party, and in such event this Lease shall terminate effective as of the date that is ten (10) days following the date of such written notice.

3. RENT. Rent for the Premises for the Term shall be \$1.00.

4. USE. Tenant agrees not to use or permit the Premises to be used for any purpose other than as a residence. Tenant shall not use the Premises in such a manner as to create a nuisance.

5. UTILITIES. Tenant shall provide utilities to the Premises. Tenant shall be solely responsible, at Tenant's sole expense, for all utility bills, if any, applicable to Tenant's use of the Premises. Landlord shall not be required to provide equipment to heat or cool the Premises. Landlord shall not be liable for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

6. MAINTENANCE AND ALTERATIONS.

A. Tenant agrees that during the Term it shall, at its expense, maintain the exterior of the Premises in at least as good order, repair and condition as the Premises was in on the date hereof ordinary wear and tear excepted. Tenant shall be responsible for any damage to the exterior of the Premises caused by Tenant. Except as provided in "C" immediately below, Tenant shall not make any improvements, additions, alterations, modifications, changes replacements, or substitutions to the Premises, without the prior written consent of Landlord. Tenant, at Tenant's expense, shall be responsible for ice and snow removal and mowing on the Premises. Notwithstanding the foregoing or anything in this Lease to the contrary, if the Iowa Uniform Residential Landlord and Tenant Act requires Landlord to perform any such maintenance and repairs, Landlord shall do so.

B. Tenant agrees that the condition of the Premises is, on the Commencement Date, acceptable to Tenant.

C. Notwithstanding anything in the Lease to the contrary, during the Term, Tenant may salvage any and all interior and exterior parts of the home, including but not limited to, appliances, heating and cooling equipment, plumbing and electrical fixtures provided that the structure of the home, as applicable, remains structurally sound and weather tight and the Premises can be reasonably maintained and in compliance will all property maintenance requirements of the City. Any such salvage activities shall be at Tenant's sole risk and expense.

7. COMPLIANCE WITH LAWS. Tenant shall comply with all with all ordinances of the municipality in which the Premises are located, or the laws, rules and regulations of the United States of America and the State of Iowa relating to the handling, storage, use, disposal and release of any substances or materials regulated by any local, state or federal environmental laws.

8. LIENS. Tenant shall not (i) grant any lien or any mortgage or security interest in the Property or (ii) suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or to exist against the Property, or Tenant's interest in the Property, by reason of work, services or materials supplied or claimed to have been supplied to or at the request of Tenant. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations or repairs of or to the Property or the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's,

mechanics' or other lien against the Property. If any such lien should, at any time, be filed, Tenant shall cause the same to be discharged of record within thirty (30) days after date of filing the same or, if Tenant in good faith determines that such liens should be contested, Tenant shall furnish such security, by surety bond or otherwise, as is prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by posting a bond and, in such event, Tenant shall pay to Landlord all amounts paid by Landlord for any of the foregoing purposes, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, including, but not limited to, reasonable attorney's fees. Breach of this section by Tenant shall be an event of default hereunder. If Landlord pays any such cost for Tenant, such sum shall be deemed additional rent hereunder and shall be repaid by Tenant to Landlord on demand.

9. INDEMNITY. Tenant agrees to protect, defend, indemnify and hold harmless Landlord and Landlord's employees and agents, against any claim, liability, loss or expense (including, but not limited to, reasonable attorneys' fees) arising, directly or indirectly, from the use of the Premises by Tenant during the Term, or any act or omission of Tenant, its agents, employees, invitees, or contractors in or relating to the Premises, but only to the extent that such claim, liability, loss or expense is not a result of any breach of Landlord's obligations, representations or warranties set forth in this Lease or the Agreement.

10. ENTRY BY LANDLORD. Landlord, or Landlord's agents, at reasonable hours, may enter the Premises to inspect the same or for the purpose of making repairs to the Premises, in the event Tenant fails to timely make required repairs. Landlord shall not be liable or responsible to Tenant for any loss or damage sustained by Tenant arising out of the repair of the Premises by Landlord pursuant to the foregoing provisions.

11. TENANT DEFAULT

A. Each of the following events shall constitute an event of Tenant's default under this Lease ("**Event of Tenant Default**"):

(i) If Tenant shall, at any time, fail to pay any amount payable by Tenant to Landlord pursuant to this Lease when due and such non-payment is not cured within ten (10) days after the date of receipt of written notice from Landlord to Tenant designating such nonpayment; or

(ii) If Tenant shall fail to comply with or shall breach any of the warranties or covenants of Tenant under this Lease (other than the payment of rent or other payment obligations) and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Landlord to Tenant designating such non-compliance or breach.

B. Upon the occurrence of any of the foregoing Events of Tenant Default, Landlord, at Landlord's election, shall have the right, in addition to any other remedy or remedies now or hereafter available to Landlord at law or in equity, terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Landlord may, without prejudice to any other remedy that it may have, after terminating this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other person, who may be occupying the Premises or any part thereof, by force, if necessary, without being liable for prosecution of any claim of damages therefor.

Pursuit of any of the foregoing remedies by Landlord shall not preclude Landlord's pursuit of any of the other remedies herein provided for or any other remedies available to Landlord at law or in equity, nor shall pursuit of any remedy herein provided constitute forfeiture or waiver of any rent due Landlord hereunder or of any damages occurring to Landlord by reason of any Event of Tenant Default under this Lease. Forbearance by Landlord to enforce one or more of the remedies herein provided for upon an Event of Tenant Default shall not be deemed or construed to constitute a waiver of such default.

C. If Tenant fails to timely perform its obligations under the terms of this Lease, Landlord shall, in addition to all other rights and remedies available to Landlord, have the right to perform the covenant or condition that gave rise to such default if such default can be cured solely by the payment of money, and any amount advanced by Landlord shall be paid by Tenant to Landlord, on demand.

D. No delay by Landlord in exercising any right or remedy provided herein or otherwise afforded by law or in equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Landlord of any particular provisions of this Lease shall be deemed effective unless in writing signed by Landlord. All rights and remedies provided for herein that Landlord may otherwise have, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successfully in order whatsoever, and as often as the occasion therefore arises, but always subject to the limitations above set forth.

12. LANDLORD DEFAULT.

A. Each of the following events shall constitute an event of Landlord's default under this Lease ("**Event of Landlord Default**"): If Landlord shall fail to comply with or shall breach any of the warranties or covenants of Landlord under this Lease and such non-compliance is not cured within fifteen (15) days after the date of receipt of written notice from Tenant to Landlord designating such non-compliance or breach.

B. Upon the occurrence of any of Event of Landlord Default, Tenant, at Tenant's election, shall have the right to terminate this Lease. Termination of this Lease shall be Tenant's sole remedy for an Event of Landlord Default.

13. EXPIRATION. At the expiration of the Term or upon termination of this Lease pursuant to any provision of this Lease, Tenant agrees to surrender possession of the Premises to

Landlord without further notice to quit, and in as good repair and condition as the same is now or may hereafter be placed, reasonable wear and tear and insured casualty excepted.

14. NO WAIVER. No waiver of the breach of any of the terms or conditions of this Lease shall constitute a waiver of any other or succeeding breach of the same or other provision of this Lease.

15. NOTICES. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or, if sent by overnight courier, one (1) business day after it is sent, or three (3) days after such notice is deposited in the United States mail, postage prepaid, sent certified or registered, return receipt requested, to the addresses set forth underneath the signatures of the parties or to such other address or person as hereinafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the expiration of the Term of this Lease without obtaining Landlord's written consent and without the execution of a new lease, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and Tenant shall be subject to immediate eviction and removal. Tenant shall not interpose any counterclaim or counterclaim in a summary proceeding or other action based on a holdover, other than any claims or counterclaims based upon any offsets or credit permitted by this Lease or any mandatory counterclaims.

17. BINDING. The terms, provisions, warranties and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest and legal representatives, except as otherwise herein expressly provided.

18. TIME IS ESSENCE. Time is of the essence in this Lease.

19. APPLICABLE LAW. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

20. ENTIRE AGREEMENT. This Lease contains an entire agreement between the parties thereto with respect to the subject matter hereof; and no agreement, representation or inducement applicable to this Lease shall be effective to change, modify or terminate this Lease in whole or in part, unless in writing and signed by the parties to be charged therewith. All prior conversations or writings between the parties hereto or their representatives related to the subject matters of this Lease are merged into and extinguished by execution of this Lease.

21. SURVIVAL OF WARRANTIES AND COVENANTS. Except as specifically provided otherwise in this Lease, the warranties and covenants of the parties herein shall survive the expiration or termination of this Lease.

22. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord.

23. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies Landlord and Tenant waive all rights of recovery against each other.

B. ACTS BY TENANT. Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the Premises.

C. INCREASED RISKS OR HAZARDS. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said Premises due to increased risks or hazards resulting from Tenant's use of the Premises otherwise than as herein contemplated and agreed.

D. PROVISION OF LEASE TO INSURERS. Landlord and Tenant shall each provide a copy of this Lease to their respective insurers.

24. LIABILITY FOR DAMAGE. Tenant shall be liable to Landlord for all damage to the Premises negligently, recklessly or intentionally caused by Tenant (or their agents, employees or invitees).

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease, in multiple copies, each of which shall be deemed to be an original, on the day and year first above written.

"Landlord"

CITY OF CLIVE, IOWA

By: _____
Matt McQuillen, City Manager

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

"Tenant"

Kiera K. Bauer

Rodney W. Haris III

EXHIBIT A

7880 Drake Street

Real Property on which Premises is located:

Lot 8 in Drake Plaza, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

FLOOD PRONE PROPERTY BUYOUT PROGRAM

7875 Drake Street (Hilken)

7835 Drake Street (Forrest)

7825 Drake Street (Bunce)

7880 Drake Street (Harris)

Acquired/Demo'd (yellow)

- 1275 NW 75th Street
- 1300 NW 78th Street
- 1312 NW 78th Street
- 1355 NW 78th Street
- 1360 NW 78th Street
- 1280 NW 78th Street
- 1270 NW 75th Street
- 7811 University
- 7827 University
- 1260 NW 78th Street
- 1301 NW 78th Street
- 1300 NW 75th Street
- 1325 NW 78th Street
- 1340 NW 78th Street
- 1320 NW 78th Street
- 1371 NW 78th Street
- 7975 University

Acquired/Not Yet Demo'd (orange)

- 1444 NW 80th Street
- 7845 Drake Street
- 1431 NW 78th Street
- 1393 NW 78th Street

Legend

- Acquisition Area
- Parcels
- Regulatory Floodplain
- Pre-FIRM Parcels
- Homes with Basements

Inundation Potential at First Floor

- | | |
|----------|----------|
| 2' to 4' | 6' to 8' |
| 4' to 6' | 8'+ |



As of March 2024



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: December 12, 2024

RE: Resolution Approving a 28E agreement between the City of Clive and the City of Urbandale Station 43

SYNOPSIS:

The City of Clive and the City of Urbandale have a joint relationship with the use of Urbandale Station 43. Station 43, located in Urbandale, serves much of the city of Clive's Northwest portion of the City of Clive. The original 28E was created in 2019, allowing a shared partnership for Station 43. This partnership allowed for the City of Clive's response times to stay within the national standard for the Northwest portion of the City of Clive. The 28E agreement before you is an updated agreement set up as an evergreen agreement. The only change worth noting is the out clause has been changed to 24 months.

Attachments:

1. Resolution 276-2024_28E_Agreement_with_Clive_-_Station_43.docx
2. Clive Resolution - 28E

RESOLUTION 276-2024

AUTHORIZING EXECUTION OF THE FIRST AMENDED AND RESTATED 28E INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES BY THE CITIES OF CLIVE AND URBANDALE

WHEREAS, Iowa Code Chapter 28E, “Joint Exercise of Governmental Powers”, permits a local government in Iowa to make efficient use of its powers by enabling it to enter into an agreement with one or more public or private agencies to provide or to create joint services and facilities with other agencies and to cooperate in other ways of mutual advantage; and

WHEREAS, appropriate action by a Resolution and filing the 28E Agreement with the Secretary of State are necessary before any such agreement may enter into force; and

WHEREAS, the City of Urbandale and the City of Clive each have a vested interest in providing prompt fire and EMS response to its citizens in all parts of both communities; and

WHEREAS, each city recognizes the value of working together to financially support providing fire and EMS coverage in the western suburbs of both communities; and

WHEREAS, on the 13th day of September, 2018, the Cities entered into an Agreement entitled “Intergovernmental Agreement for Fire and Emergency Medical Services by the cities of Clive and Urbandale,” filed with the Secretary of State as document number M511092; and

WHEREAS, the Parties hereto mutually agree to amend and substitute the 2018 Agreement by entering into this First Amended and Restated Intergovernmental Agreement for Fire and Emergency Medical Services by the cities of Clive and Urbandale.

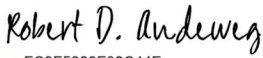
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANDALE, IOWA

Section 1. That the 28E Agreement between the City of Clive and the City of Urbandale, Iowa, a copy of which is on file in the office of the City Clerk, is hereby approved as being in the best interests of the City and residents thereof.

Section 2. That the Mayor and City Clerk are authorized and directed to execute said Agreement, in substantially the form approved, and shall deliver the approved agreement to the City of Clive for approval, and take any other action as may be necessary or

appropriate to complete the transaction, including recording of the Agreement with the Secretary of State.

PASSED and APPROVED this 19th day of November, 2024.

DocuSigned by:

EC9F5089F08C44E...
Robert D. Andeweg, Mayor

Attest:

DocuSigned by:

B7664D4F8025498...
Nicole Lunders, City Clerk

**First Amended and Restated Intergovernmental Agreement for Fire and Emergency
Medical Services by the Cities of Clive and Urbandale**

THIS FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____, by and between the **CITY OF CLIVE, IOWA**, a municipal corporation ("Clive"), the **CITY OF URBANDALE, IOWA**, a municipal corporation ("Urbandale"), (Clive and Urbandale are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code, and is for the purpose of facilitating shared fire and emergency medical responses between the two Cities regardless of the jurisdictional boundary of either City.

WHEREAS, each City has a vested interest in providing prompt fire and EMS response to its citizens in all parts of both communities, and

WHEREAS, each city is committed to responding to emergency requests using the closest available fire or EMS unit, and

WHEREAS, each city recognizes the value working together to financially support providing fire and EMS coverage in the western suburbs of both communities, and

WHEREAS, on the 13th day of September, 2018, the Cities entered into an Agreement entitled "Intergovernmental Agreement for Fire and Emergency Medical Services by the cities of Clive and Urbandale," filed with the Secretary of State as document number M511092; and

WHEREAS, the Cities hereto mutually agree to amend and substitute the 2018 Agreement by entering into this First Amended and Restated Intergovernmental Agreement for Fire and Emergency Medical Services by the cities of Clive and Urbandale.

NOW, THEREFORE, in consideration of the mutual advantages and benefit to the parties under this Agreement and mutual covenants herein, the Cities acknowledge and agree as follows:

I. PURPOSE

Clive desires to contract with Urbandale for providing Fire and Emergency Medical Services (EMS) in the Clive Community. Both Cities share a common interest to collaborate on Fire and EMS service delivery between communities. The purpose of this Agreement is to provide both Cities fire protection, fire suppression, rescue, emergency medical and other related services of a nature traditionally or reasonably performed by fire fighters or emergency medical services ("EMS") personnel, stationed, based, or operating from the Urbandale Fire Station 43, 15100 Meredith Drive. This Agreement is to be construed to effectuate its purpose through the joint

exercise of governmental power in the manner described in this Agreement and pursuant to Iowa Code Chapter 28E.

II. DEFINITIONS

FACILITY. For purposes of this Agreement, "Facility" or "Station 43" shall mean Urbandale Fire Station 43, 15100 Meredith Drive.

PRIMARY SERVICE AREA. For the purpose of this Agreement the "Primary Service Area" shall mean the portion of the Cities where the Facility is the closest Fire/E.M.S. facility for first-due response, as determined by Westcom Computer Aided Dispatch (CAD) software.

SECONDARY SERVICE AREA. For the purposes of this Agreement the secondary service area shall include all other areas within Clive's municipal boundaries, and all other areas within Urbandale's municipal boundaries, that are outside the Primary Service Area.

III. LEVEL OF SERVICE

The services to be provided from Station 43 are as follows:

- a. Eighteen (18) personnel will have Station 43 as their assigned station, six personnel per shift. Urbandale agrees to endeavor to fill any openings through its established civil service process.
- b. The agreed service level for Station 43 will be one (1) ALS ambulance and one (1) fire suppression unit.
- c. NFIRS & EMS reporting through Urbandale (i.e., No duplicate reporting for Clive). Urbandale will provide Clive incident reporting data as needed, using the Urbandale records management system.
- d. Urbandale will inspect commercial and multi-family residential properties in the Primary Response Area, utilizing the Clive records management system.
- e. Public relation events in Clive will be handled by CFD units, with Urbandale providing area coverage as needed.
- f. Equipment, apparatus, uniforms/PPE, and all materials related to Station 43 will be purchased and maintained by Urbandale.

IV. MANAGEMENT AND BUDGET

- A. Administration. This Agreement shall be administered by Urbandale, which, except where the Agreement delegates or reserves powers to Clive, shall make management decisions necessary to accomplish the purposes of this Agreement. In addition to powers thus implied, the Urbandale Fire Chief shall by means of the budget procedures specified hereinafter recommend to the Urbandale City Manager levels of staffing and equipment of the Facility and future staffing, equipment and budget based on the Level of Service section of this Agreement. Urbandale shall establish written policies pertaining to the operational procedures of the Station 43, and shall manage daily operational decisions, including temporary adjustments to apparatus

and staffing as necessary. Any adjustments to the terms daily level of service will be immediately reported to Clive through their respective shift supervisors.

Throughout the term of this Agreement Station 43 shall be titled as under the ownership of Urbandale.

B. Coordinating Agency. Urbandale shall be the Coordinating Agency for the Station 43 and hereby consents to such designations. Both Cities agree that:

1. The Coordinating Agency shall act as the contracting authority and will be responsible for all costs associated with maintaining the Station 43 building.
2. The Coordinating Agency shall employ, under Civil Service Rules and Procedures, all regular and probationary employees needed for the operation of Station 43 to carry out the purposes of this Agreement.
3. The Coordinating Agency shall manage all personnel of Station 43 pursuant to its employee and administrative policies and procedures, union contracts, civil service, city ordinances and other applicable laws.
4. Urbandale shall keep and maintain all books and records of Station 43 and shall pay all bills of Station 43 in a timely manner. Clive shall have the right, at any time upon reasonable notice, to review and inspect the books and records of Station 43.
5. Urbandale shall have authority to engage legal and other professional services as may be necessary.

C. Budget and Allocation of Costs.

1. Budget. Annually, by December 15, Urbandale shall deliver to Clive for their review and comment a proposed Station 43 Budget ("Budget" or "Station 43 Budget") for the next fiscal year. The Budget shall include the total annual cost of all personnel assigned to Station 43. Exhibit A attached hereto includes the initial agreed-upon budget with the cost items the Cities agree shall be included in the Budget from year to year.

Clive shall have until January 15 to propose modifications to the proposed Station 43 Budget in accordance with service delivery standards within this Agreement. If both Fire Chiefs do not agree on a proposed Budget, a working panel consisting of the Clive Fire Chief, City Manager and Mayor, along with the Urbandale Fire Chief, City Manager and Mayor shall meet to determine a mutually agreeable Station 43 budget. That budget shall be adopted as part of the Cities' State required budget process.

The Fire Chiefs of both Clive and Urbandale shall meet upon request of either of them as deemed necessary to review the Budget, operations of the Facility, and provisions of this Agreement.

2. Calculation and Division of Expenses.

- a. Urbandale shall be responsible for covering all actual costs for the operation of Station 43, including building/grounds, facility operating/maintenance costs, utilities, equipment, supplies, apparatus, and personnel.
- b. Clive agrees to pay 40% of the total annual cost of all personnel assigned to

Station 43, as outlined in the Station 43 Budget, with the initial Budget attached hereto as Exhibit A. Payment under the initial Budget shall be due and payable along with the first regular quarterly invoice following approval of this Agreement.

- c. Billing will be done quarterly, with Urbandale providing Clive invoices for payments due by the following dates:
 - i. September 1
 - ii. December 1
 - iii. March 1
 - iv. June 1
- d. Urbandale will not charge Clive residents, guests, occupants, business owners, or property owners for responses or services provided under this Agreement, unless listed below:
 - i. Hazardous materials release response.
 - ii. Ambulance response.
 - iii. False Alarm responses in accordance with Clive fee schedule.
 - iv. Negligent False Alarms in accordance with Clive fee schedule.
 - v. Inspection fees in accordance with the Clive fee schedule.
- e. Urbandale agrees to secure and maintain through the duration of this Agreement property, casualty, and liability insurance; and workers' compensation insurance, all as statutorily required by the State of Iowa or otherwise reasonable to cover the building(s), property, and employees under the terms of this Agreement.

V. INDEMNIFICATION; LIABILITY

To the extent permitted by law, each City agrees to indemnify, defend and to hold the other City, its elected officers, agents, employees and successors and assigns (the "Indemnified Parties"), harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorneys' fees, which an Indemnified Party may incur or sustain a) by reason of the indemnifying City's breach of this Agreement (including, but not limited to, any financial obligations herein), or b) by reason of the torts of the indemnifying City. This Agreement shall not extend the liability of either City and each City is authorized to insure any and all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification. Nothing in this Section shall be deemed to limit the right of a City to defend against any claim or the application of any and all available protections and defenses under state and federal law, including, but not limited to, the Iowa Torts Claims Act.

For the avoidance of doubt, it is the intention of the parties that each City hereto shall bear the risks and liabilities associated with the acts or omissions of their respective employees, agents, and representatives.

This article shall survive the termination of this Agreement where necessary to protect each City

to this Agreement.

VI. AGREEMENT – METHOD OF APPROVAL AND FILING WITH SECRETARY OF STATE.

The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement. When this Agreement has been approved by the parties hereto, this Agreement shall be filed with the Secretary of the State of Iowa, by Urbandale, in accordance with the provisions of Iowa Code Section 28E.8, and the Coordinating Agency shall file all required subsequent biennial reports with the Secretary of State of Iowa.

VII. DURATION AND TERMINATION

This Agreement shall be effective from July 1, 2025, until terminated as herein provided. Either City may terminate the Agreement only after providing twenty-four months' prior written notice to the other City.

VIII. EFFECT OF TERMINATION

In the event this Agreement is terminated by mutual agreement the Facility may not be sold by Urbandale without giving Clive the first right of refusal to purchase the Facility at the amount equal to the lesser of its then appraised value of the land and buildings or the best offer made by a third-party for said land and buildings. At such time as this Agreement is terminated either through mutual agreement or by providing proper notice, Station 43, all equipment and apparatus, and any station furnishings shall remain the property of Urbandale. All personnel assigned to Station 43 will remain employees of Urbandale.

No joint or shared property is contemplated in this Agreement. Following termination, each City shall retain ownership and liability for its own respective property, including equipment and vehicles.

IX. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

- a. Notices to Clive shall be addressed: City Manager, City of Clive, 1900 NW 114th Street, Clive, Iowa 50325.
- b. Notices to Urbandale shall be addressed to: City Manager, City of Urbandale, 3600 86th Street, Urbandale, IA 50322.
- c. If during the term of this agreement either City shall change the address of its City Hall or seat of municipal government, it shall notify the other of said new address and

the new address shall be by mutual agreement substituted for the address herein provided.

X. DISPUTE RESOLUTION

The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and, in the event they cannot agree, shall submit same to mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the Cities. A request for mediation shall be given in writing to the other City to this Agreement. The Cities shall mutually agree upon a mediator within thirty (30) days of receipt of the written request for mediation. Mediation shall be a mandatory prerequisite to litigation or other means of dispute resolution.

The Cities shall share the mediator's fee and any filing fees equally. The mediation shall be held in a mutually agreeable location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Polk County, unless otherwise mutually agreed to by the parties.

XI. NOT A LEGAL ENTITY

This Agreement is a voluntary undertaking of the City of Clive and City of Urbandale. It is not the intent of the two Cities to create a new legal entity by this Agreement.

XII. CONFIDENTIALITY

For all confidential information shared under this Agreement, Clive and Urbandale agree to exercise all necessary diligence, protections, technology, or other safeguards to comply with its privacy obligations concerning employee information protected under Iowa Code Chapter 22.7 Confidential Records; the Americans with Disabilities Act ("ADA"), as amended; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Fair Credit Reporting Act, and any other applicable federal or state privacy or confidentiality laws and regulations.

The Cities will work together in good faith to timely coordinate and respond to any public records requests pursuant to Iowa Code Chapter 22. In the event that either City receives an public records request or other legal request for documents, such as legal proceedings, subpoena, or other similar demand, that implicates any confidential documents of the other City, the receiving City will promptly notify the other City and coordinate a response that is consistent with both Iowa Code chapter 22 and each City's respective open records policy. The Cities will cooperate with one another in any necessary legal process deemed appropriate by the City receiving the request or demand.

XIII. MISCELLANEOUS

- A. This Agreement is entered into solely for the benefit of the goals and objectives of Clive and Urbandale as expressly provided herein and does not create any rights in any other party.
- B. This Agreement is not intended to abrogate or unnecessarily amend any other existing agreements between the Cities.
- C. Unless otherwise provided in this Agreement, any liabilities, debts, or other obligations by Clive or Urbandale shall not be the responsibility of the other community.
- D. Clive and Urbandale shall pay its own respective costs incurred to negotiate, amend, abide by, or terminate this Agreement.
- E. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- F. Any amendment to this Agreement shall be in writing and approved by resolution of the Clive City Council and Urbandale City Council.
- G. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.
- H. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the Cities in connection with the subject matter hereof.
- I. In addition to any other remedies available at law or in equity to the Cities with respect to a breach hereof, the Cities each reserve the right to enforce this Agreement by specific performance. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

EXHIBIT A – PROPOSED FY2025 STATION 43 BUDGET

FY25 BUDGET ESTIMATE Contribution Calculations

	Staff covered per year	18	first half yr
	Staff covered per year	18	3rd half yr
	Benefit Rates	Costs	
	FY25	FY25	
Total staffing cost per below		1,585,770.53	
Social Security	exempt	n/a	
Medicare	1.45%	22,993.67	
Health Ins - family Wellness 1/1/25 est renewal	28,779.04	494,291.88	
Dental Ins - family enhanced 1/1/25 est renewal	1,665.71	25,432.36	
Vision Ins - family 1/1/25 est renewal	276.70	4,674.01	
Life Ins - \$50K	\$2.57 per \$10K per mo	2,775.60	
Retirement - MFPRSI	22.66%	359,335.60	
Retirement - ING city match	1.00%	15,857.71	
shift differential/Sr officer	850.00	15,300.00	
Merit	varies	18,000.00	
Education pay	varies	21,600.00	
		2,566,031.38	
Clive paying for # of positions plus base 9 per year		9.00	
Rate of Reimb	40%	\$ 1,026,412.55	Full gross cost
Portion of the year covered	100%	\$ 256,603.14	Gross Quarterly installment

FY25 budget - reflects 1 (3) Lieutenants, 1 (3) Driver/Engineer, 4 (12) FF/PM to be assigned to Fire #43 - Total of 18 - 6 per shift

	Average Rate (per HR system)	Count Budgete d		Full year @18	Salary increase for budget estimate	Full year
Lieutenant/Capt position	107,983.09	3	\$	323,949.27		
Driver Engineer	88,311.42	3	\$	264,934.25		
FF/P (using all from EMT to P)	73,285.21	12	\$	879,422.52		
		18	\$	1,468,306.04	\$ 117,464.48	\$ 1,585,770.53

CITY OF CLIVE, IOWA

By: _____

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

STATE OF IOWA)

) ss

COUNTY OF POLK)

On this _ day of _ , 2024, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared John Edwards and Matthew Graham to me known to be the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _ , 2024 by the City Council of the City of Clive, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

CITY OF URBANDALE, IOWA

By: _____

Robert Andeweg, Mayor

ATTEST:

Nicole Lunders, City Clerk

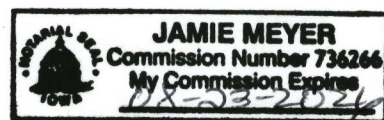
STATE OF IOWA)

) ss

COUNTY OF POLK)

On this 19th day of November, 2024, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Andeweg and Nicole Lunders, to me known to be the Mayor and City Clerk, respectively, of the City of Urbandale, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the 19th day of November, 2024 by the City Council of the City of Urbandale, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Jamie Meyer
Notary Public



RESOLUTION NO. _____

RESOLUTION APPROVING 28E AGREEMENT APPROVING A 28E AGREEMENT
BETWEEN THE CITY OF CLIVE AND URBANDALE STATION 43

WHEREAS, the City of Clive (the "City") desires to enter into this 28E Agreement ("Agreement"), between the City of Clive and the City of Urbandale on the joint operations of Urbandale Station 43 located at 15100 Meredith Dr. Urbandale IA 50323

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the City approves the 28E Agreement for joint operations from Urbandale Station 43, authorized and directed to execute said Agreement on behalf of the city.

PASSED AND APPROVED THIS 12th day of December 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Resolution Approving Preventative Service Agreement - Baker Group - \$91,140.00

SYNOPSIS:

Included in the packet is a preventative maintenance agreement outlining the services to be provided with focus on the HVAC system, mechanical, access controls, fire alarm, security cameras and photovoltaic solar cells. This agreement will provide service to the Public Safety Center, Harbach Community Center, City Hall and Library.

The annual cost for these services is \$91,140.00 This initial agreement will be effective from 7/1/2024 through 6/30/2026.

Staff recommends your approval of the attached agreement.

Attachments:

1. Baker Group Service Agreement Resolution 12-12-2024
2. Baker Group Service Agreement \$91,140.00 12-12-2024

RESOLUTION NO. _____

RESOLUTION APPROVING PREVENTATIVE SERVICE AGREEMENT
WITH BAKER GROUP FOR THE PUBLIC SAFETY CENTER, HARBACH COMMUNITY
CENTER, CITY HALL AND LIBRARY

WHEREAS, the current preventative maintenance service agreement for the Public Safety Center, Harbach Community Center, City Hall and Library with Baker Group has expired: and

WHEREAS, the City desires to properly maintain the various HVAC, electrical, mechanical and plumbing systems in the buildings: and

WHEREAS, the City has had a great working relationship with the Baker Group for performing similar preventative maintenance throughout Clive facilities: and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the Service Agreement with Baker Group regarding preventative maintenance services of Dymond Public Safety and is hereby approved and accepted by this City Council and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2024.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Baker Group
1600 SE Corporate Woods Drive
Ankeny, Iowa 50021-7501
Phone: 515.262.4000
855.262.4000
Fax: 515.266.1025
www.thebakergroup.com

EXECUTIVE SUMMARY

Our clients operate in demanding industries that require they focus on their core business objectives. They need a partner who specializes in managing the physical assets associated with facility systems. A partner who will guarantee a fixed price to keep systems operating at peak efficiency, while keeping a keen focus on **safety, sustainability, and reliability**.

As one of the largest and most experienced Design/Build Contractors in Iowa, Baker Group holds deep insights into system design and building operations throughout the facility lifecycle.

Sustainable Workplace Solutions (SWS)

Through our SWS maintenance programs, we partner with clients to reduce the long-term costs of owning and operating their facility. Our programs include preventive, predictive, and specialized maintenance solutions that provide these results:

- Reduced Maintenance Costs
- Reduced Down-time
- Extended Equipment Life
- Reduced Energy Expenses
- Improved Comfort and Safety
- Improved Productivity
- Reduced Administrative Costs
- Improved Budget Stability & Visibility

Our Process:

Step I -- Learn & Listen

Building long-term partnerships with our clients is at the core of who we are. We want to understand your priorities and goals to create a unique service program that provides the best possible value.

Step II -- Identify & Assess

We investigate your existing building systems and equipment assets. We identify strengths, weaknesses and opportunities for improvements that will improve efficiency and reliability.

Step III -- Consider & Validate

We review and evaluate options for scope of service and coverage type to develop a program that is aligned to your facility objectives.

Step IV -- Implement & Review

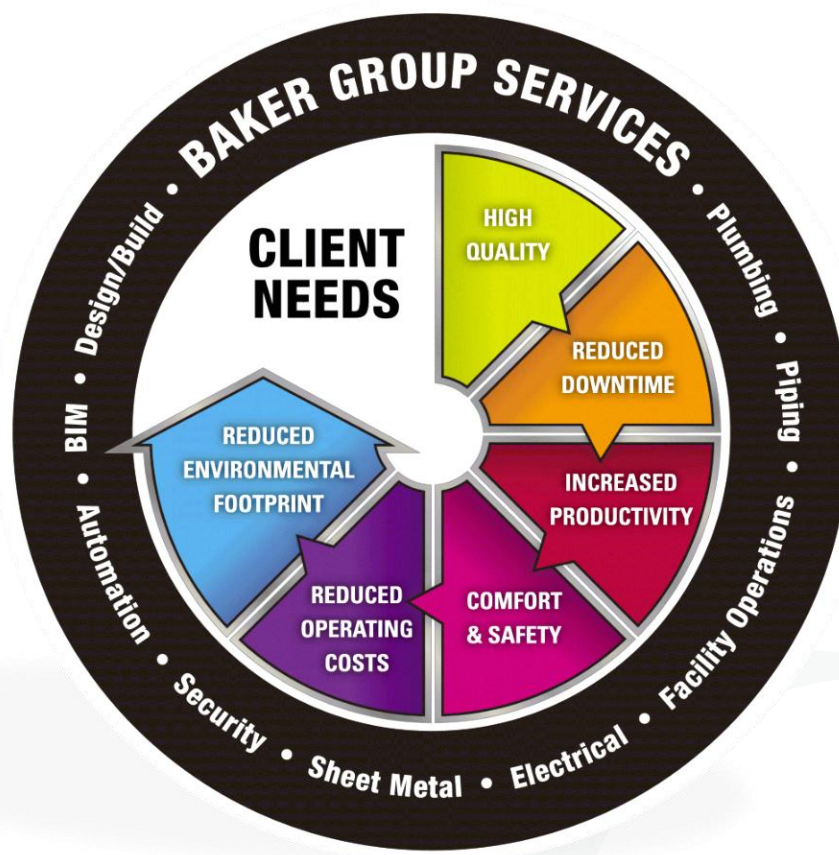
This program will lift the daily burden so you can focus on your company's core objectives. Success and opportunities for improvement are consistently evaluated and refined. The result is peace of mind – you know your equipment is receiving the best possible maintenance.

Respectfully Submitted

Brian Schwartz
Account Executive

SUSTAINABLE WORKPLACE SOLUTIONS

Service Agreement for:
City of Clive



Client Information:

Matt McQuillen

City Manager

City of Clive

1900 NW 114th Street

Clive, IA 50325

12/05/2024

TABLE OF CONTENTS

I. Agreement Term and Pricing

II. Systems and Services

Systems and services checked below are included in the scope of this agreement. For each covered system you will find specific scope and coverage details in the corresponding schedules.



Facility Insights

- ☐ Building Analytics
- ☐ Air Quality Analysis
- ☐ Utility Benchmarking



Predictive Maintenance Specialties

- ☐ Laser Alignment
- ☐ Megohm Measurements
- ☐ Vibration Analysis
- ☐ Ultrasonic Sound Detection



Specialized Air Systems

- ☐ Air Compressors
- ☐ Vacuum Equipment
- ☐ Air Dryers



Mechanical Systems

- ☒ Central Station Ventilation
- ☐ Chilled Water
- ☐ Steam Heating
- ☐ Humidifiers
- ☒ Unitary HVAC
- ☒ Heating Water
- ☐ Chemical Treatment



Electrical

- ☐ Power Distribution
- ☐ Infrared Thermography
- ☐ Lighting Control System
- ☐ Variable Frequency Drives



Plumbing

- ☒ Domestic Plumbing
- ☐ Industrial/Production Specific Plumbing Systems



Automation

- ☒ Building Automation System
- ☐ Industrial Automation Systems



Technology

- ☒ Fire Alarm Systems
- ☒ Cameras & Video Management
- ☒ Security Access Systems
- ☐ Parking & Revenue Control System



Special Service Requests

- ☒ Unique Client Requests

III. Attachments

- Covered Equipment & Belt and Air Filter List
- Additional Services
- Terms and Conditions

SERVICE AGREEMENT TERM AND PRICING

Date: 12/05/2024

Baker Group is pleased to offer professional services at your **City of Clive City Hall & Library, Harbach Center, and Public Safety Center facilities.** Our team offers unique sustainable solutions designed to extend the life of your equipment and tailored to serve your organization's needs.

This agreement will be in effect from **7/1/2024 through 6/30/2026.** This agreement includes **two (2) one (1) year extensions.** The agreement price is **\$91,140.00,** to be paid Quarterly in Advance. Pricing is valid for 60 days.

This agreement shall continue in effect from year to year after the initial term. Client will receive a renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year with a price adjustment reflecting Baker Group's prevailing cost for labor and material.

ACCEPTANCE OF AGREEMENT

City of Clive:

By _____
Authorized Client Representative

Name (Print)

Title

Date

Baker Group:

By 
Baker Group Representative

Brian Schwartz

Name (Print)

Account Executive

Title

December 5, 2024

Date

SUSTAINABLE WORKPLACE SOLUTIONS

This service program is designed to provide City of Clive Public Safety Facility with a long-term maintenance solution. The program will be planned, scheduled, managed, and enhanced by Baker Group to extend the life of your equipment and minimize downtime impact. Although we are happy to customize, we typically offer the coverage choices below. Please see the Covered Equipment List for coverage on each piece of equipment.

Coverage	Preventive Maintenance Labor	Preventive Maintenance Material	Predictive Maintenance	Repair Labor	Repair Material
Comprehensive Program	×	×	×	×	×
Basic Preventive Maintenance	X	X			

Basic Preventive Maintenance Coverage

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer. This may include critical sensor calibrations and control sequence certifications. This agreement includes normal consumable materials such as lubricants, grease, cleaners and fan belts. See Filter List for included filters.

Maintenance activities are managed and documented via CMMS (Computerized Maintenance Management System). This CMMS details tasks, required skills, tools and special conditions required to maintain the systems at optimum efficiency levels. Completed Service Order Reports are available upon request or in your client portal. Should Repair service be required, it will be billed separately at preferred client rates.

~~Comprehensive Program~~

~~The Comprehensive Program includes all the Basic Preventive Maintenance, plus all planned or emergency repair labor and repair material for all moving, maintainable components of covered equipment. See Covered Equipment List and Terms and Conditions for details. When an emergency arises, skilled Baker Group technicians are dispatched to your site with our highest service priority—any time day or night.~~

Service Requests

You may contact Baker Group **24 hours a day -- 7 days a week** at **515.262.4000 / 855.262.4000**.

During normal business hours, you can email non-emergency requests to servicecall@thebakergroup.com.

Commitment to Service Excellence

In partnership with City of Clive Public Safety Facility, we promise to deliver high quality Sustainable Workplace Solutions by understanding and exceeding your expectations. Great relationships require strong communication. A periodic review of Baker Group's performance will be scheduled. Your feedback matters. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and any improvements identified will be addressed in an action plan.



Mechanical

- Central Station HVAC
- Unitary HVAC
- Heating Water

CENTRAL STATION HEATING, VENTILATING, AND AIR CONDITIONING

Proper ventilation, air circulation and filtration are extremely important for the safety and productivity of the people in your buildings. This maintenance program is designed to provide a complete maintenance program to minimize equipment downtime and extend the life of your HVAC equipment. Baker Group will plan, schedule, manage, and enhance the process to deliver the comfort and productivity you expect. We will also make recommendations targeted towards energy savings, more efficient operation, and improved comfort for you and your building occupants. See Covered Equipment List for details.

Central Station HVAC Equipment

This agreement covers this Central Station HVAC Equipment:

- ☐ Air Handling Units (AHU's)
- ☒ Package Variable Air Volume Roof Top Units (RTU's)
- ☒ Make-Up Air Units (MAU's)
- ☐ Energy Recovery Units (ERU's)
- ☒ Dedicated Outside Air Systems (DOAS)

HVAC Services

The Support Services marked below are an integral part of this service offering.

☒ **Control Sequence Verification**

Baker Group will review the ventilation economizer and mixed air dampers for proper sequence and full range of motion. Heating and cooling temperature and safety control sensors, valves and solenoids will be tested as required. These steps assure proper operation, adequate ventilation of your space and proper energy efficiency.

☒ **Air Conditioning**

Compressors and condensing units will receive manufacturer recommended preventive maintenance, including, checking refrigerant pressures, cleaning electrical contactors and verifying control sequences to keep systems operating as designed. Condenser coil cleaning will be performed two (2) time(s) per year.

☒ **Air Filter Replacement**

Regular, timely, air filter replacement assures that your ventilation air is appropriately filtered. Dirty filters will degrade your system efficiency by restricting air flow and can provide a rich media for mold or bacteria growth that could be harmful to your building occupants. We will select the best filters for your application. Air filters will be replaced four (4) time(s) per year.

☒ **Fan Maintenance & Belt Replacement**

Regular maintenance on fans will ensure that building air is delivered as designed, which will help to improve air quality, control odors and maintain building pressure. Fan lubrication and belt replacement will be provided for all fans listed on the Covered Equipment List.

☒ **System Improvement Recommendations**

Additional HVAC Scope:

- I. UV Lights @ Public Safety Center

UNITARY HEATING, VENTILATING, AND AIR CONDITIONING

Unitary equipment is distributed throughout your building. This equipment is responsible for the comfort in individual zones by delivering the proper amount of heating, cooling, and ventilation air. Baker Group will plan, schedule, manage, and enhance the process to deliver the comfort and productivity you expect. See Covered Equipment List for details.

Unitary HVAC Equipment

This agreement covers this Unitary HVAC Equipment:

- | | |
|--|--|
| ☒ Single Zone Roof Top Units | ☒ Fan Coil/Blower Coil Units |
| ☒ Infrared Radiant Heaters | ☒ VAV Boxes |
| ☒ Cabinet Unit Heaters | ☒ Unit Heaters |
| ☒ Split Systems (Furnaces & DX Condensing Units) | ☒ Fan Coil / Blower Coil Units |
| ☒ Exhaust Fans | ☒ Computer Room Systems |

HVAC Services

The Support Services marked below are an integral part of this service offering.

☒ **Control Sequence Verification**

Baker Group will review the system for proper sequence and operation. Heating and cooling controls sensors, valves and solenoids will be tested, and electrical contractors cleaned. These steps assure proper operation, adequate ventilation of your space and proper energy efficiency.

☒ **Air Filter Replacement**

Regular, timely air filter replacement assures that your ventilation air is appropriately filtered. Dirty filters will restrict air flow and can provide a rich media for mold or bacteria growth that could be harmful to your building occupants. We will select the best filters for your application. Air filters will be replaced four (4) time(s) per year.

☒ **Fan Maintenance & Belt Replacement**

Regular maintenance on fans will ensure that building air is delivered as designed, which will help to improve air quality, control odors and maintain building pressure. Fan lubrication and belt replacement will be provided for all fans listed on the Covered Equipment List.

☒ **Condensing Unit Maintenance**

Compressors and condensing units will receive manufacturer recommended preventive maintenance, including, checking refrigerant pressures, cleaning electrical contactors and verifying control sequences to keep systems operating as designed. Condenser coil cleaning will be performed two (2) time(s) per year.

☒ **System Improvement Recommendations**

Additional HVAC Scope:

1. Additional Coil Cleanings @ City Hall & Library
2. HVLS Ceiling Fans @ Public Safety Center

HOT WATER HEATING SYSTEM

Boilers are the heart of a heating system providing comfort heating, safety, and efficient productive processes for your building. Baker Group will provide specially trained technicians to perform the annual inspection and preventive maintenance tasks recommended by your boiler manufacturer. See Covered Equipment List for details.

Hot Water Boiler Support Services

The Support Services marked below are an integral part of this service offering:

Boiler Maintenance

- ☒ Review Operator Logs and Discuss System Operation with Owner
- ☒ Exercise and Verify Proper Operation of all Control and Safety Devices
- ☒ Maintain Low Water Makeup System
- ☒ Maintain Combustion Air Intake Dampers and Actuators
- ☒ Clean and Adjust Burner for Optimum Efficiency
- ☒ System Improvement Recommendations

Additional Heating System Support Services Available

There are additional maintenance activities that may be required or recommended by the manufacturer to assure the long-term reliability and efficiency of your system.

- ☐ Prepare Boiler for Annual Inspection as required
- ☐ Annual Boiler Tube Cleaning
- ☐ Flue Gas Analysis Annually
- ☐ Maintain Power Flue Exhaust Fan if applicable
- ☐ Heat Exchanger Maintenance as required
- ☐ Condensing boiler Maintenance:
 - ☐ Condensate Neutralizers
 - ☐ Combustion Air Filter
 - ☐ Clean Condensate Drain

Hot Water Heating System Pump Maintenance

- ☒ Primary Boiler Heating Pumps
- ☒ Secondary Heating Pumps
- ☒ Strainers and side stream filters

Additional Hot Water Heating System Scope:

- I. Fin Tube Heaters @ Harbach Center



Plumbing

- Domestic Water and Plumbing

DOMESTIC WATER AND PLUMBING SYSTEMS

Periodic inspection, lubrication, adjusting and cleaning of your domestic water/sanitary waste systems keeps them operating at peak, trouble-free efficiency. Items such as gaskets, seals, shutoff valves, strainers, drains, corroded pipes and aerators can cause significant problems to your system if not properly maintained. See Covered Equipment List for details.

Domestic Water and Plumbing Specialties

The Support Services marked below are an integral part of this service offering:

- ☐ Legionella Pneumophila Specific Testing of Domestic Hot Water Systems
- ☒ High Efficiency Water Heaters
- ☐ Water Softeners
- ☒ Recirculation Pumps
- ☒ Commercial Ice Makers
- ☐ Drinking Fountains
- ☐ Domestic Water Filtration
- ☐ Water Features
- ☐ Reverse Osmosis (RO) Water Systems
- ☐ Ozone Generators
- ☐ Sump Pumps
- ☒ Pressure Boosting Pumps
- ☐ Eye Wash Stations
- ☐ Flush Valves and Faucets
- ☐ Touchless Fixtures - Annual Battery Replacement
- ☐ Pressure Reducing Valves
- ☐ Flood Protection Valves
- ☐ Backflow Preventers
- ☐ Mixing Valves
- ☐ Sewage Ejector Pumps
- ☐ Sanitary Sewer: Auger Main Lines at the following interval: [Click or tap here to enter text.](#)
- ☐ Grease Interceptors: Pumped at the following interval: [Click or tap here to enter text.](#)

☒ System Improvement Recommendations

Additional Systems Scope

- I. Ice Machines @ Public Safety Center



Automation

- Building Automation Systems (BAS)

BUILDING AUTOMATION SYSTEM (BAS)

Your Building Automation System (BAS) offers a dashboard that visually demonstrates how your building systems are operating in addition to programming critical sequences for your mechanical system. This maintenance program is designed to ensure system performance is optimized, cybersecurity is current, and to help your staff get most benefit from your BAS investment. See Covered Equipment List for details.

BAS Support Services

Trained Automation Technicians will provide the following Support Services:

- ☒ **Maintenance Consultation** – Review recent comfort, energy efficiency and equipment performance concerns. Identify trends or issues and discuss adjustments with the Maintenance Staff.
- ☒ **BAS Health** - Evaluate server CPU and Memory performance, review alarms, exception reports, system logs, audit reports and network communication logs to assure complete functionality.
- ☒ **Application Support** - Install necessary firmware updates, check system integrations, review system trends and test critical sequences to ensure loops are responding to adjustments of set points.
- ☒ **Control Sequence Review** – Verify all critical control programming and sequences are fully functional, including verification that dampers and valve actuators operate at their full capacity. Identify sensor and actuator concerns and re-calibrate control loops as necessary.
- ☒ **Review Forced System Overrides** –Release unnecessary forced control sequence overrides or schedule overrides that are detrimental to comfort or system performance.
- ☒ **Cybersecurity Review** - Annual IT review of cybersecurity protocols and user access security.
- ☒ **Network and Field Controller Database Backups** will be made on a periodic basis. Baker Group will retain a complete back-up of all application software databases. These databases are securely stored off-site and are available in the event of a controller failure.
- ☒ **Software Maintenance Agreement (SMA)** - Software revisions offer new features and capabilities that will benefit your facilities. Baker Group will provide beneficial and applicable software upgrades as released by the manufacturer. Occasionally software upgrades require computer hardware upgrades. We will review software upgrade advantages and potential hardware costs with you. It will be your choice to proceed with the upgrade and provide necessary hardware.
- ☒ **BAS Training & System Recommendations** – Improving your staff's knowledge allows you to better leverage your BAS investment. Training may include basic operation, navigation, adjusting schedules, optimizing setpoints to achieve comfort and/or energy savings, learning new system capabilities, tracking program changes, and managing user password permissions.
- ☒ **Remote BAS Access** allows Baker Group technicians to provide remote support to quickly diagnose and identify system issues.

Additional BAS Scope:

- I. CO & NO2 Gas Detection Calibration @ Public Safety Center



Technology

- Fire Alarm System
- Security Access System
- Video Surveillance System

FIRE ALARM SYSTEM SCOPE

National Fire Protection Association (NFPA) requires Fire Alarm Systems be tested. As an integral part of this service offering, the Fire Alarm Support Services identified below will be performed by National Institute for Certification in Engineering Technology (NICET) certified fire alarm technicians. See Covered Equipment List for details.

As a Baker Group Fire Alarm System maintenance client, you can expect:

- ☒ Code required functional testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone.
- ☐ Repair estimates for identified corrective actions.
- ☒ Notification of any identified code compliance concerns.
- ☒ * 24/7 Remote monitoring of Fire Alarm Trouble and Alarm activity

Annual Testing and Inspection

Baker Group's Fire Alarm System Annual Testing and Inspection program provides annual tagging of your fire alarm panels. We will Test and Inspect:

- ☒ Fire Alarm Control Panels
- ☒ Remote Fire Alarm Annunciators
- ☒ Verify Signal is received at Approved Monitoring Center
- ☒ Initiating Devices (pull stations, smoke detectors, heat detectors, etc.) Notification Appliances (horns, strobe lights, etc.)
- ☐ Fire Door Holder/Closer
- ☒ Audio Evacuation Equipment
- ☒ Annual testing of sprinkler water flow switches
- ☒ Annual battery load voltage test

Upon completion of the test and inspection, a full system report will be provided, plus, either a Panel Certification tag, or a list of deficiencies to be corrected necessary to receive a Panel Certification tag. In addition to these Annual Inspection items, there may be additional fire/life safety compliance checks required. Baker Group will work with you, and the Authority Having Jurisdiction (AHJ) to identify these requirements and specify on the schedule of services.

Additional Required and/or Recommended Preventive Maintenance

- ☐ NFPA 72 code required smoke detector sensitivity testing every two or five years
- ☒ NFPA 72 code required semi-annual testing of sprinkler water flow switches
- ☒ NFPA 72 code required semi-annual battery load voltage test
- ☐ Inspection of all fire/smoke dampers, owner to provide access doors as required
- ☐ Complete cleaning of smoke detection devices
- ☒ * Note: Converting 24/7 remote monitoring service from an existing provider to Baker Group will require reprogramming of your existing equipment by your current fire alarm equipment provider. This conversion may require additional communication equipment. These costs are excluded in this proposal and would be the responsibility of the owner. We also recommend reviewing your current monitoring contract to verify any term agreements and or penalties within that contract.

SECURITY ACCESS CONTROL SYSTEM

Security systems are installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide City of Clive Public Safety Facility with maintenance that will assure you receive full value from your security system investment. Security System Support Services will be performed by trained security system technicians. See Covered Equipment List for details.

As a Baker Group Security System maintenance client, we offer the following services:

- ☒ Full functional system testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone
- ☒ Testing of specified devices for proper operation
- ☒ Adjustments and calibration of system control equipment
- ☒ Complete system evaluation
- ☒ Thorough documentation confirming test completion and results
- ☒ Repair estimates for identified required corrective actions
- ☐ Security Support Services
- ☐ 24/7 Remote monitoring of security activity

Additional Security Support Services

We will thoroughly inspect and test the major components of your systems checked below.

Test and Inspect services:

- | | |
|---|---|
| ☐ Burglar Alarm Control Panels | ☐ Glass Break Sensors |
| ☒ Access Control Panels | ☐ Motion Detectors |
| ☒ Access Control Card Readers | ☐ Annunciation Horns/Strobes/Sirens |
| ☐ Access Control Keypads | ☒ Power Supplies |
| ☒ Door Strikes / Magnetic Locks | ☒ Software Maintenance and Upgrades |
| ☒ Door Status Contacts | ☐ Other: |
| ☒ Request to Exit Devices | |

Post Test Report

- ☒ Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

Additional Security System Scope:

- I. None

VIDEO SURVEILLANCE SYSTEM

Video surveillances systems are installed to reduce the risk of injury or loss for your building occupants. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians.

As a Baker Group Security System maintenance client, we offer the following services:

- ☒ Full functional system testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone
- ☒ Testing of specified devices for proper operation
- ☒ Adjustments and calibration of system control equipment
- ☒ Complete system evaluation
- ☒ Thorough documentation confirming test completion and results
- ☒ Repair estimates for identified required corrective actions
- ☐ 24/7 Remote monitoring of video activity

Security Support Services

We will thoroughly inspect and test the major components of your systems checked below.

Test and Inspect services:

- ☒ Power Supplies
- ☒ Video Surveillance Cameras
- ☐ Pan Tilt Zoom (PTZ) Control
- ☐ Video Surveillance Multiplexers, Controllers
- ☒ Video Surveillance Monitors
- ☐ Digital Video Recorders (DVR's)
- ☒ Network Video Recorders (NVR's)
- ☒ Software Maintenance and Upgrades
- ☐ Other:

Post Test Report

- ☒ Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

Additional Video System Scope:

- I. None



Special Service Requests

Baker Group's **Sustainable Workplace Solutions** program offers unique solutions to the unique needs of our clients.

As requested, the following items have been added to this program:

1. **City Hall & Library** includes one (1) additional coil cleaning per year.
2. **Public Safety Center** includes annual Preventive Maintenance on the Photovoltaic Array Fields.
3. Facility and Agreement cost breakdown:

Facility	Included PM Services	Basic PM (Quarterly Visits)
City Hall & Library	Mechanical (+ add'l coil cleaning)	\$19,836 / year
Harbach Center	Mechanical / Controls	\$17,004 / year
Public Safety Center	Mechanical / Controls / Fire Alarm / Fire Monitoring / Security Cameras / Access Control / Solar Cells	\$54,300 / year
Total:		\$91,140 / year

4. 24/7/ Fire Alarm Remote Monitoring @ Public Safety Center: **\$420/year**
 - a. (Note: Fire Alarm Remote Monitoring cost is included in the Public Safety Annual Cost)

Attachments

By this reference, the following lists are made part of this agreement:

- Covered Equipment & Belt and Air Filter List
- Additional Services
- Terms and Conditions

HVAC & AIR FILTER COVERED EQUIPMENT LIST

City Hall & Library

List of Covered Equipment						
Equip ID	Description	Location	Area Served	Make	Visits Per Year	Coverage Type
RTU1	Rooftop Unit	Roof	Library: Office West Side Storage	Trane (5T)	4x / year	Basic
RTU2	Rooftop Unit	Roof	Library: Breakroom, Storage, Hallway & Commons	Lennox (5T)	4x / year	Basic
RTU3	Rooftop Unit	Roof	Library: Conference Room	Lennox (4T)	4x / year	Basic
RTU4	Rooftop Unit	Roof	Library: Conference Room	Lennox (3T)	4x / year	Basic
RTU5	Rooftop Unit	Roof	Library: Staff Area & Restrooms	Ruud (3T)	4x / year	Basic
RTU8	Rooftop Unit	Roof	Library: Team Room & Checkout Desk	Lennox (3T)	4x / year	Basic
RTU9	Rooftop Unit	Roof	Library: Entrance	Trane (2T)	4x / year	Basic
RTU10	Rooftop Unit (Cooling Only)	Roof	Server Room	Lennox (6T)	4x / year	Basic
RTU11	Rooftop Unit	Roof	City Hall: Offices	Lennox (5T)	4x / year	Basic
RTU12	Rooftop Unit	Roof	City Hall: Parks & Recreation Office/IT Office	Lennox (3T)	4x / year	Basic
RTU13	Rooftop Unit	Roof	City Hall: Offices	Lennox (3T)	4x / year	Basic
RTU14	Rooftop Unit	Roof	City Hall: Council Chambers	Lennox (5T)	4x / year	Basic
RTU15	Rooftop Unit	Roof	City Hall: Vestibule/Entrance	Lennox (3T)	4x / year	Basic
RTU16	Rooftop Unit	Roof	City Hall: Offices	Lennox (5T)	4x / year	Basic
RTU18	Rooftop Unit	Roof	City Hall: Offices	Lennox (3T)	4x / year	Basic
RTU19	Rooftop Unit	Roof	City Hall: Offices	Lennox (3T)	4x / year	Basic
RTU20	Rooftop Unit	Roof	City Hall: City Manager	Lennox (3T)	4x / year	Basic
RTU21	Rooftop Unit	Roof	City Hall: Offices	Trane (5T)	4x / year	Basic
RTU22	Rooftop Unit (Heat Pump)	Roof	City Hall: Conference Room	Trane (4T)	4x / year	Basic
RTUA	Rooftop Unit	Roof	Library: Open Area	Trane (7.5T)	4x / year	Basic
RTUB	Rooftop Unit	Roof	Library: Open Area	Trane (7.5T)	4x / year	Basic
RTUC	Rooftop Unit	Roof	Library: Reading Area	Ruud (5T)	4x / year	Basic
EF1	Exhaust Fan	Roof	South Restrooms	Cook	2x / year	Basic
EF2	Exhaust Fan	Roof	North Restrooms	Greenheck	2x / year	Basic

City Hall & Library

Belt and Filter List				
Equip ID	Belt	Filter Size	Filter Quantity	Filter Frequency
RTU1	-	16x25x2	4	4x / year
RTU2	-	20x20x2	4	4x / year
RTU3	-	16x20x2	4	4x / year
RTU4	-	16x20x2	4	4x / year
RTU5	-	16x25x2	2	4x / year
RTU8	-	16x20x2	4	4x / year
RTU9	-	14x25x1	2	4x / year
RTU10	-	20x20x2	4	4x / year
RTU11	-	20x20x2	4	4x / year
RTU12	-	16x20x2	4	4x / year
RTU13	-	16x20x2	4	4x / year
RTU14	-	20x20x2	4	4x / year
RTU15	-	16x20x2	4	4x / year
RTU16	-	20x20x2	4	4x / year
RTU18	-	16x20x2	4	4x / year
RTU19	-	16x20x2	4	4x / year
RTU20	-	16x20x2	4	4x / year
RTU21	-	16x25x2	4	4x / year
RTU22	AX26	20x30x2	2	4x / year
RTUA	AX32	16x25x2	4	4x / year
RTUB	AX32	16x25x2	4	4x / year
RTUC	AX42	16x25x2	2	4x / year
EF1	-	-	-	-
EF2	-	-	-	-

HVAC & AIR FILTER COVERED EQUIPMENT LIST

City Hall & Library (Tentative visit schedule with additional Coil Cleaning)

Equip ID	2023 January	2023 February	2023 March	2023 April	2023 May	2023 June	2023 July	2023 August	2023 September	2023 October	2023 November	2023 December
RTU1	HO X			CS X		CC X	CO X			HS X		
RTU2	HO X			CS X		CC X	CO X			HS X		
RTU3	HO X			CS X		CC X	CO X			HS X		
RTU4	HO X			CS X		CC X	CO X			HS X		
RTU5	HO X			CS X		CC X	CO X			HS X		
RTU8	HO X			CS X		CC X	CO X			HS X		
RTU9	HO X			CS X		CC X	CO X			HS X		
RTU10	HO X			CS X		CC X	CO X			HS X		
RTU11	HO X			CS X		CC X	CO X			HS X		
RTU12	HO X			CS X		CC X	CO X			HS X		
RTU13	HO X			CS X		CC X	CO X			HS X		
RTU14	HO X			CS X		CC X	CO X			HS X		
RTU15	HO X			CS X		CC X	CO X			HS X		
RTU16	HO X			CS X		CC X	CO X			HS X		
RTU18	HO X			CS X		CC X	CO X			HS X		
RTU19	HO X			CS X		CC X	CO X			HS X		
RTU20	HO X			CS X		CC X	CO X			HS X		
RTU21	HO X			CS X		CC X	CO X			HS X		
RTU22	HO X			CS X		CC X	CO X			HS X		
RTUA	HO X			CS X		CC X	CO X			HS X		
RTUB	HO X			CS X		CC X	CO X			HS X		
RTUC	HO X			CS X		CC X	CO X			HS X		
EF1				CS X						HS X		
EF2				CS X						HS X		

(Note: HS: Heating Seasonal; HO: Heating Operational; CS: Cooling Seasonal; CO: Cooling Operational; CC: Coil Cleaning)

Harbach Center

List of Covered Equipment						
Equip ID	Description	Area Served	Location	Make	Visits Per Year	Coverage Type
RTU1	Roof Top Unit	Building	Roof	Trane (30T)	4	Basic
B1	Boiler	Building	Mechanical Room	Burnham (Alpine)	2	Basic
B2	Boiler	Building	Mechanical Room	Burnham (Alpine)	2	Basic
P1	Secondary Pump	Building	Mechanical Room	Bell & Gossett	2	Basic
P2	Secondary Pump	Building	Mechanical Room	Bell & Gossett	2	Basic
P3	Circulation Pump	Water Heater	Mechanical Room	Bell & Gossett	1	Basic
WH1	Water Heater	Building	Mechanical Room	State (100 Gallon)	1	Basic
IR1	Infrared Radiant Tube Heat	Old Fire Apparatus Bay	Old Fire Apparatus Bay	Detroit Radiant	1	Basic
IR2	Infrared Radiant Tube Heat	Old Fire Apparatus Bay	Old Fire Apparatus Bay	Detroit Radiant	2	Basic
IR3	Infrared Radiant Tube Heat	Old Fire Apparatus Bay	Old Fire Apparatus Bay	Detroit Radiant	3	Basic
IR4	Infrared Radiant Tube Heat	Old Fire Apparatus Bay	Old Fire Apparatus Bay	Detroit Radiant	4	Basic
IR5	Infrared Radiant Tube Heat	Old Fire Apparatus Bay	Old Fire Apparatus Bay	Detroit Radiant	5	Basic
UH1	Unit Heater	NW Old Fire Apparatus Bay	NW Old Fire Apparatus Bay		1	Basic
UH2	Unit Heater	SW Old Fire Apparatus Bay	SW Old Fire Apparatus Bay	Ted Reed Thermal	1	Basic
UH3	Unit Heater	SW Old Fire Apparatus Bay	SW Old Fire Apparatus Bay	Reznor	1	Basic
UH4	Unit Heater	Garage Lower Level	Garage Lower Level	Trane	1	Basic
EF1	Exhaust Fan	-	-	Greenheck	1	Basic
EF2	Exhaust Fan	-	-	Greenheck	1	Basic
EF3	Exhaust Fan	-	-	Greenheck	1	Basic
EF4	Exhaust Fan	-	-	Greenheck	1	Basic
EF5	Exhaust Fan	-	-	Greenheck	1	Basic
EF6	Exhaust Fan	-	-	Greenheck	1	Basic
EF7	Exhaust Fan	-	-	Greenheck	1	Basic
EF8	Exhaust Fan	-	-	Greenheck	1	Basic
FCU1	Fan Coil Unit	Main Entry		-	1	Basic
FCU2	Fan Coil Unit	NE Upper Level		-	1	Basic
FCU3	Fan Coil Unit	N Center Upper Level		-	1	Basic
FCU4 (8)	Fan Coil Unit	Hall Entry East Lower Level		-	1	Basic
FCU5 (9)	Fan Coil Unit	Public Entry East Center		-	1	Basic
FCU10	Fan Coil Unit	-	-	-	1	Basic
FCU11	Fan Coil Unit	-	-	-	1	Basic
FTH1 - 26	Fintube Heat	-	-	-	1	Basic

HVAC & AIR FILTER COVERED EQUIPMENT LIST

Harbach Center

Filter & Belt List				
Equip ID	Filter Size	Filter Quantity	Filter Frequency	Belt Info
RTU1	16x20x2	16	4x / year	B103
FCU1	9x20x1	1	1	-
FCU2	9x20x1	1	1	-
FCU3	9x20x1	1	1	-
FCU4 (8)	9x20x1	1	1	-
FCU5 (9)	9x20x1	1	1	-
FCU10	9x20x1	1	1	-
FCU11	9x20x1	1	1	-
FTH1 - 26	-	-	-	-

HVAC & AIR FILTER COVERED EQUIPMENT LIST

Public Safety Center

List of Covered Equipment						
Equip ID	Description	Area Served	Make	Model	Visits Per Year	Coverage Type
DOAS1	Dedicated Outdoor Air System	Whole Facility	Daikin	DPS025	4	Basic
DOAS1 (cont.)	Dedicated Outdoor Air System (cont.)	Whole Facility	Daikin	DPS025	4	Basic
DOAS1 (cont.)	Dedicated Outdoor Air System (cont.)	Whole Facility	Daikin	DPS025	4	Basic
SS1	Split System (2T)	Electrical	Daikin	RXL	4	Basic
SS3	Split System (3T)	Shelter	Daikin	RZQ	4	Basic
RTU1	Roof Top Unit	Fire House	Daikin	DPS031	4	Basic
UV1	UV Light	RTU1	UV Resources	SLX	1	Basic
RTU2	Roof Top Unit	Police House	Daikin	DPS020	4	Basic
UV2	UV Light	RTU2	UV Resources	SLX	1	Basic
MAU1	Make-up Air Unit	Apparatus Bay	Absolute Aire	I4-1-124	4	Basic
MAU2	Make-up Air Unit	Police Garage	Absolute Aire	I2-1-125	4	Basic
MAU3	Make-up Air Unit	Kitchen Hood	CaptiveAire	CASRTU3	4	Basic
EF1	Exhaust Fan	Kitchen Hood	CaptiveAire	DU85HF A	1	Basic
EF2	Exhaust Fan (DD)	Apparatus Bay Minimum	Cook	SQN-D VF	1	Basic
EF3	Exhaust Fan (BD)	Apparatus Bay Purge	Cook	ACE-B	1	Basic
EF4	Exhaust Fan (DD)	Garage Minimum	Cook	ACRUD-XP	1	Basic
EF5	Exhaust Fan (BD)	Garage Purge	Cook	ACE-B	1	Basic
EF6	Exhaust Fan (DD)	Theatrical Smoke Purge	Cook	ACE-D	1	Basic
EF7	Exhaust Fan	Break Room Hood	CaptiveAire	DU85HF A	1	Basic
EF8	Exhaust Fan (DD)	Gear Locker	Cook	ACE-D VF	1	Basic
EF9	Exhaust Fan (DD)	Compressor	Cook	SQN-D VF	1	Basic
CRU2	Computer Room Unit	IT Room	Data Aire	DAPA	4	Basic
CRU2 (cont.)	Computer Room Unit - Condensing Unit	Roof	Data Aire	DRCU	4	Basic
RT1	Radiant Tube Heater	Apparatus Bay	Schwank	SET	2	Basic
RT2	Radiant Tube Heater	Apparatus Bay	Schwank	SET	2	Basic
RT3	Radiant Tube Heater	Police Garage	Schwank	SET	2	Basic
UH1	Unit Heater	Apparatus Bay	Reznor	UDAS	2	Basic
UH2	Unit Heater	Police Garage	Reznor	UDAS	2	Basic
UH3	Unit Heater	Police Garage	Reznor	UDAS	2	Basic
UH4	Unit Heater	Compressor	Indeeco	UHIR	2	Basic
UH5	Unit Heater	SCBA	Indeeco	UHIR	2	Basic
UH6	Unit Heater	Shop	Indeeco	UHIR	2	Basic
UH7	Unit Heater	Outdoor Storage	Indeeco	UHIR	2	Basic
UH8	Unit Heater	Hose Storage	Indeeco	UHIR	2	Basic
UH9	Unit Heater	Training	Indeeco	UHIR	2	Basic
UH10	Unit Heater	Training	Indeeco	UHIR	2	Basic
UH11	Unit Heater	Storage	Indeeco	UHIR	2	Basic
UH12	Unit Heater	Sprinkler	Indeeco	UHIR	2	Basic
UH13	Unit Heater	Large Item Storage	Indeeco	UHIR	2	Basic
UH14	Unit Heater	Outdoor Storage	Indeeco	UHIR	2	Basic
UH15	Unit Heater	Storage	Indeeco	UHIR	2	Basic
UH16	Unit Heater	Storage	Indeeco	UHIR	2	Basic
UH17	Unit Heater	DECON	Indeeco	UHIR	2	Basic
CAB1	Cabinet Unit Heater	Main Vestibule	Indeeco	WCI	2	Basic
CAB2	Cabinet Unit Heater	Main Vestibule	Indeeco	WCI	2	Basic
CF1	Ceiling Fan	Apparatus Bay	Big Ass Fans	es6	1	Basic
CF2	Ceiling Fan	Apparatus Bay	Big Ass Fans	es6	1	Basic
CF3	Ceiling Fan	Apparatus Bay	Big Ass Fans	es6	1	Basic
CF4	Ceiling Fan	Apparatus Bay	Big Ass Fans	es6	1	Basic
CF5	Ceiling Fan	Apparatus Bay	Big Ass Fans	es6	1	Basic
CF6	Ceiling Fan	Apparatus Bay	Big Ass Fans	es6	1	Basic
WH1	Water Heater (High Efficiency)	Sprinkler	AOSmith	BTH-300A 300	2	Basic
CP1	Circulation Pump	Sprinkler	B&G	-	2	Basic
PB1a	Domestic Water Booster Pump	Sprinkler	Grundfos	A-99450817	4	Basic
PB1b	Domestic Water Booster Pump	Sprinkler	Grundfos	A-99450817	4	Basic
AF1	Array Field (Photovoltaics)	Roof	Mission Solar Energy	PERC72	1	Basic
AF2	Array Field (Photovoltaics)	Roof	Mission Solar Energy	PERC72	1	Basic
AF3	Array Field (Photovoltaics)	Roof	Mission Solar Energy	PERC72	1	Basic
AF4	Array Field (Photovoltaics)	Roof	Mission Solar Energy	PERC72	1	Basic
ICE1	Ice Machine	-	-	-	2	Basic
ICE2	Ice Machine	-	-	-	2	Basic

HVAC & AIR FILTER COVERED EQUIPMENT LIST

Public Safety Center

Filter Information				
Equip ID	Filter Size	Filter Quantity	Filter Type	Filter Frequency
DOAS1	Pre-Filter	3	Pre - MERV8	4x / Year
DOAS1 (cont.)	Return Filter	6	Return - MERV8	4x / Year
DOAS1 (cont.)	Final Filter	9	Final - MERV8	4x / Year
SS1	-	1	Washable	4x / Year
SS3	-	1	Washable	4x / Year
RTU1	24x24x2	12	MERV8	4x / Year
UV1				
RTU2	18x24x2	9	MERV8	4x / Year
UV2				
MAU1	16x20x2	6	MERV8	4x / Year
MAU2	16x20x2	6	MERV8	4x / Year
MAU3	20x25x2	4	MERV8	4x / Year

CONTROLS COVERED EQUIPMENT LIST

City Hall & Library

(Note: No Building Automation System... Stand Alone Electronic Thermostats Only)

Harbach Center

List of Covered Equipment								
Equip ID	Device ID	Description	Area Served	Location	Make	Model	Visits Per Year	Coverage Type
RTU1		Roof Top Unit (30T)	Building	Roof	Schneider Electric	LON Card	2	Basic
B1		Boiler	Building	Mechanical Room	Schneider Electric	MNB-1000	2	Basic
B2		Boiler	Building	Mechanical Room	Schneider Electric	MNB-1000	2	Basic
P1		Secondary Pump	Building	Mechanical Room	Schneider Electric	MNB-1000	2	Basic
P2		Secondary Pump	Building	Mechanical Room	Schneider Electric	MNB-1000	2	Basic
VAV1		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV2		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV3		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV4		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV5		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV6		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV7		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV8		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV9		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV10		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV11		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV12		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV13		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV14		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV14		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV15		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV16		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV17		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
VAV18		Variable Air Volume Box (VAV)	-	-	Schneider Electric	MNB-V2	1	Basic
FCU1		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FCU2		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FCU3		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FCU8		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FCU9		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FCU10		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FCU11		Fan Coil Unit	-	-	Schneider Electric	MNB-70	1	Basic
FTC12		Fin Tube	-	-	Schneider Electric	MNB-70	1	Basic
FCU13		Fin Tube	-	-	Schneider Electric	MNB-70	1	Basic

Public Safety Center

List of Covered Equipment						
Equip ID	Description	Area Served	Controller Type	Visits Per Year	Coverage Type	
Soft JACE	JACE on Industrial PC	BMS (Whole Facility)	Supervisor Software	4x / Year	Basic	
DOAS1	JACE8000 + IO Modules	DOAS1	JACE8000	4x / Year	Basic	
RTU1	JACE8000 + IO Modules	RTU1	JACE8000	4x / Year	Basic	
RTU2	JACE8000 + IO Modules	RTU2	JACE8000	4x / Year	Basic	
MAU1	BACNET MSTP MAU1	MAU1	BACNET Integration	4x / Year	Basic	
MAU2	BACNET MSTP MAU2	MAU2	BACNET Integration	4x / Year	Basic	
MAU3	BACNET MSTP MAU3	MAU3	BACNET Integration	4x / Year	Basic	
CRU2	Computer Room Unit	IT Room	BACNET Integration	2x / Year	Basic	
GAS1	CO & NO2 Gas Detection	Apparatus Bay	Honeywell 301C	1x / Year Calibration, 1x / Year Operational	Basic	
GAS2	CO & NO2 Gas Detection	Police Garage	Honeywell 301C	1x / Year Calibration, 1x / Year Operational	Basic	
AB1	Apparatus Bay Space Pressure Control	Apparatus Bay	MPC-18-A	2x / Year	Basic	
PG1	Police Garage Space Pressure Control	Police Garage	MPC-18-A	2x / Year	Basic	
CR1	Compressor Room Exhaust	Compressor Room	MPC-15-A	2x / Year	Basic	
TR1	Training Room Exhaust	Training Room	MPC-15-A	2x / Year	Basic	
KV1	Kitchen Ventilation	Kitchen	MPC-15-A	2x / Year	Basic	
DW1	Domestic Water Booster Pump	Whole Facility	RPC-12-A	1x / Year	Basic	
TAB010 - TAB220	Terminal Air Box - Qty. 22 (Titus DESV)	Throughout Facility	MP-V-7A	1x / Year	Basic	
TAB101 - TAB232	Terminal Air Box Electric Re-Heat - Qty. 60 (Titus DESV)	Throughout Facility	MP-V-7A	1x / Year	Basic	

ACCESS CONTROL, CAMERA SYSTEM, AND FIRE ALARM COVERED EQUIPMENT LIST

Public Safety Center

List of Covered Equipment					
Equip ID	Description	Area Served	Make	Visits Per Year	Coverage Type
ACCESS CONTROL:					
Server	Server	Whole Facility	Avigilon	1x / Year	Basic
Access Control Panels	Access Control Panel (Qty. 3)	Throughout Facility	Avigilon	1x / Year	Basic
Card Readers	Card Readers (Qty. 35)	Throughout Facility	Avigilon	1x / Year	Basic
Door Strikes	Door Strikes (Qty. 35)	Throughout Facility	Avigilon	1x / Year	Basic
REX	Request to Exits (Qty. 35)	Throughout Facility	Avigilon	1x / Year	Basic
Door Contact	Door Position Switch (Qty. 38)	Throughout Facility	Avigilon	1x / Year	Basic
Door Contact	Overhead Door Contact (Qty. 8)	Throughout Facility	Avigilon	1x / Year	Basic
(Note: Software updates are included in Agreement, but Software Revisions are Not)					
CAMERA SYSTEMS					
Server	Server	Whole Facility	Avigilon	1x / Year	Basic
Multi-Head Camera	Multi-Head Camera (Qty. 5)	Throughout Facility	Avigilon	1x / Year	Basic
Fisheye Camera	6MP Fisheye Camera	-	Avigilon	1x / Year	Basic
Ceiling Mount Camera	Ceiling Mount Camera (Qty. 19)	Throughout Facility	Avigilon	1x / Year	Basic
Dome Pendant Camera	Dome Pendant Camera (Qty. 6)	Throughout Facility	Avigilon	1x / Year	Basic
(Note: Software updates are included in Agreement, but Software Revisions are Not)					
FIRE ALARM SYSTEMS					
SD/CO	Multi-Criteria Detector (Qty. 13)	Throughout Facility	Seimens	1x / Year	Basic
SD	Smoke Detector (Qty. 100)	Throughout Facility	Seimens	1x / Year	Basic
DSD	Duct Smoke Detector (Qty. 9)	Throughout Facility	Seimens	1x / Year	Basic
HD	Heat Detector (Qty. 39)	Throughout Facility	Seimens	1x / Year	Basic
MM	Addressable Monitor Module (Qty. 8)	Throughout Facility	Seimens	1x / Year	Basic
MPS	Manual Pull Station (Qty. 12)	Throughout Facility	Seimens	1x / Year	Basic
RA	Remote Annunciator	Front Entry	Seimens	1x / Year	Basic
FACP	Fire Alarm Control Panel	Electrical	Seimens	1x / Year	Basic
AV	Audio and/or Visual Notificaiton Devices (Qty. 141)	Throughout Facility	Seimens	1x / Year	Basic

Note: 24/7 Fire Alarm Remote Monitoring is included.

BAKER GROUP SERVICES BAKER GROUP SERVICES:**Mechanical:**

Boiler Installation and Service
Chiller / Cooling Tower Installation and Service
Powerhouse Piping
Industrial Process Piping
Code Welding: ASME S, U & National Board R Stamp
Stainless Steel Piping
Medical Gas Piping
Underground Piping and Utilities
Plumbing Systems
HVAC Systems
Refrigeration
Compressed Air Systems

Sheet Metal:

Specialty Metal Fabrication & Installation
Heating, Cooling and Ventilation
Architectural Sheet Metal
Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smokestacks and Boiler Stacks
Combustion Air Systems
Generator Exhaust
Damper Installation and Repair

Electrical:

Site Utilities and Facility Power Distribution
Switchgear, Bus Way and Cable Tray Systems
Variable Speed Drives
Lighting Systems – New and Upgrades
Electrical Power Monitoring Analysis
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection/Systems Grounding
Industrial Instrumentation and Control
Emergency Power – Generators and UPS Systems
Voice / Data / Video / Fiber / Structured Cabling

Engineering Services:

Design-Build Mechanical, Electrical and Plumbing
3-D Design and Documentation
VDC / Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control

Building and Process Automation:

Specialized Turnkey Systems Integration
Data Analytics
Digital Temperature Control Systems
Industrial PLC Installation and Programming
Industrial Process and HVAC Control
SCADA (System Control and Data Acquisition)
Temperature and Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing and Control Wiring
Lighting Control
Real-time Energy Monitoring and Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring and Control Systems
Laboratory and Critical Environment Controls

Technology:

Video Surveillance Systems and Analytics
Access Control / Biometric Systems / Photo ID
Intercom - Video and Audio
Electrified Door Hardware, Wireless Locks
Gas Detection Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
Parking Revenue Control Systems (PARCS)
Burglary Systems with Wireless Options
Fire Alarm Design, Install, Inspection and Service

Advanced Manufacturing and Prefabrication:

Multi-Trade Prefabricated Assemblies
Computerized Plasma Pipe Cutter
AutoCAD Connected 20' Plasma Table
AutoCAD Connected Duct Machine
TURBOBend for Architectural Metal
Electrical Assembly Prefabrication
UL 508A Labeled Electrical Panel Building

Maintenance and Repair Services:

Scheduled Preventive Maintenance
Flat Fee Comprehensive Service Program
Vibration Analysis and Laser Shaft Alignment
Meg-Ohm Motor Winding Testing
Microlog Motor Condition Analysis
Equipment Start Up / Baseline Establishment
Ultra-sonic Gas Leak Detection
Boiler Combustion Efficiency Tuning
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Refrigerant Management and Replacement
Building Operations Staffing

Terms and Conditions

GENERAL

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Baker Group has estimated the labor and material based on expected cost escalation. If sudden unforeseen inflation or supply chain disruption drives cost beyond expected norms, Baker Group will present the cost impact to the Client for consideration.
8. Following the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs by an amount not-to-exceed the published US Employment Cost index for private industry workers for that term.
9. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred.
10. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
11. Repair, replacement and emergency service provisions apply only to the equipment covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water lines, plumbing pipes, oil storage tanks, oil and/or gas lines, water lines, refrigerant, refrigerant piping, pneumatic tubing, heat exchangers, heating or cooling coils, electrical wiring, and conduit.
12. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state, or federal authorities.
13. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
14. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
15. If during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
16. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
17. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
18. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa. The provisions set forth in these Terms and Conditions shall be controlling over any other provisions in this Agreement. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2,000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, pandemic, supply chain disruption, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers or employees be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third-party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third-party monitoring company is directed to report alarm activity. Client agrees to promptly pay any such false alarm fees.
7. Client agrees that Baker Group is not an insurer, and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: December 12, 2024

RE: Resolution Approving Professional Services Agreement - Calhoun-Burns and Associates, Inc. - 2025 Bridge Maintenance Program - \$37,825.00

SYNOPSIS:

Staff is recommending approval of the attached Professional Services Agreement in the amount of \$37,825.00 with Calhoun-Burns and Associates, Inc. for final design and limited bid and construction phase services for rehabilitation work to be completed on the NW 114th Street bridge over Walnut Creek. Once defined, the scope of work and required closures will be coordinated with the completion of the widening project on NW 114th Street immediately north of the bridge during the 2025 construction season.

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Calhoun Burns 2025 PSA
2. 2025 Bridge Maintenance Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
2025 BRIDGE MAINTENANCE PROGRAM

WHEREAS, the City has asked Calhoun-Burns and Associates, Inc. to perform certain design and administration services relating to the 2025 Bridge Maintenance Program (the “Project”); and

WHEREAS, the City of Clive desires to enter into an agreement with respects to certain aspects of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the agreement with Calhoun-Burns and Associates, Inc. herewith attached as Exhibit “A”, regarding the Project be and is hereby approved and accepted by this City Council, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES

2025 BRIDGE MAINTENANCE PROGRAM

CLIVE, IOWA

**CALHOUN-BURNS AND ASSOCIATES
WEST DES MOINES, IOWA**

This Agreement for Professional Engineering Services (this "Agreement") is effective as of _____, 2024 ("Effective Date") between CITY of Clive, Iowa, hereinafter referred to as the "CITY" and Calhoun-Burns and Associates, hereinafter referred to as the "STRUCTURAL ENGINEER". CITY retains STRUCTURAL ENGINEER to perform professional services, in connection with the 2025 Bridge Maintenance Program, hereinafter referred to as the "Assignment". The professional services are to be completely funded with CITY funding.

CITY and STRUCTURAL ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1 – STRUCTURAL ENGINEER'S SERVICES

1.01 Scope

- A. STRUCTURAL ENGINEER shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, STRUCTURAL ENGINEER is authorized to begin services as set forth in Exhibit A without any further required notice.
- C. If authorized in writing by CITY, and agreed to by STRUCTURAL ENGINEER, services beyond the scope of this Agreement will be performed by STRUCTURAL ENGINEER for additional compensation.

ARTICLE 2 – CITY'S RESPONSIBILITIES

2.01 General

- A. CITY shall have the responsibilities set forth herein in Exhibit A.
- B. CITY shall promptly pay when due all amounts owing under this Agreement.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- 3.01 STRUCTURAL ENGINEER's services will be performed within the time period or by the date stated in Exhibit A.
- 3.02 If STRUCTURAL ENGINEER's services are delayed or suspended in whole or in part by CITY or due to a Force Majeure Event, STRUCTURAL ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by STRUCTURAL ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO STRUCTURAL ENGINEER

4.01 Method of Payment for Services of STRUCTURAL ENGINEER

- A. CITY shall pay STRUCTURAL ENGINEER for services rendered under this Agreement as follows:

1.
 - a. Field Investigations: Lump Sum = \$ 1,950.00
 - b. Final Design, Detailing, and Drafting: Lump Sum = \$ 26,875.00
 - c. Limited Bid Phase Services: Lump Sum= \$ 2,650.00
 - d. Limited Construction Phase Services: Lump Sum= \$ 3,850.00
 - e. Administration, Meetings, Coordination and Submittals During the Field Investigation, Final Design, Limited Bid, and Limited Construction Phases: At Current Hourly Rates and Actual Expenses Not to Exceed \$2,500.00 Without Further Authorization
2. The amount billed for STRUCTURAL ENGINEER's services listed in items A.1.a through A.1.e above will be based on the percent complete of the Assignment and/or actual hours charged during the billing period.

4.02 Other Provisions Concerning Payment

- A. *Compensation Amounts.*

When the compensation amounts have been stated herein and it subsequently becomes apparent to STRUCTURAL ENGINEER that a compensation amount thus established will be exceeded, STRUCTURAL ENGINEER shall give CITY written notice thereof. Promptly thereafter CITY and STRUCTURAL ENGINEER shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and STRUCTURAL ENGINEER shall agree to a reduction in the remaining services to be rendered by STRUCTURAL ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.

B. *Adjustments.*

1. STRUCTURAL ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of STRUCTURAL ENGINEER or a Force Majeure Event, the total compensation to STRUCTURAL ENGINEER shall be appropriately adjusted. For the purposes of this Agreement, "*Force Majeure Event*" shall mean fire, floods, earthquakes, tsunamis, storms, lightning, tornados, epidemic, pandemic, public health crisis, strikes, work slowdowns or other labor disturbances, civil disturbance, sabotage, explosion, catastrophe, accident, declared war, riot, terrorism, Acts of God, insurrection, quarantine restrictions, severe weather, and laws, regulations and orders that prevent performance, to the extent that the party claiming Force Majeure gives prompt written notice of the same to the other party.

C. *Reimbursable Expenses.*

Reimbursable expenses means the actual expenses incurred by STRUCTURAL ENGINEER directly in connection with the Assignment. All reimbursable expenses are included in the Lump Sum amount identified in paragraph 4.01.

D. *For Additional Services.*

CITY shall pay STRUCTURAL ENGINEER for all services not included in the scope of this Agreement at the rates shown on Exhibit C, or on the basis agreed to in writing by the parties at the time such services are authorized by CITY.

ARTICLE 5 – DESIGNATED REPRESENTATIVES

- 5.01** Contemporaneous with the execution of this Agreement, STRUCTURAL ENGINEER and CITY shall each designate specific individuals as STRUCTURAL ENGINEER's and CITY's representatives with respect to the services to be performed or furnished by STRUCTURAL ENGINEER and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

- 6.01** The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters", consisting of pages A1 through A3.
- B. Exhibit B, "Standard Terms and Conditions", consisting of pages B1 through B7.
- C. Exhibit C, "Hourly Billing Rates".

6.02 Total Agreement

- A. This Agreement (together with the Exhibits identified in paragraph 6.01) constitutes the entire Agreement between CITY and STRUCTURAL ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. To the extent there is a conflict between the terms of any of the above, they shall be interpreted and applied in the following order of precedence: (i) Exhibit B, (ii) this Agreement, (iii) Exhibit A, and (iv) Exhibit C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

CITY:

STRUCTURAL ENGINEER:

John Edwards
Mayor

Jon D. Conzett, P.E.
Vice President

Date: _____

Date: 10/22/24

Addresses for giving notice:

2123 NW 111th Street
Clive, Iowa 50325-3755

Addresses for giving notices:

1500 30th Street
West Des Moines, IA 50266

Designated Representative (Paragraph 5.01): Designated Representative (Paragraph 5.01):

Jim Hagelie, P.E.
Engineering Services Administrator
Phone No.: 515-223-6231
Email: jhagelie@cityofclive.com

Jordan Denman, P.E.
Project Manager
Phone No.: (515) 224-4344
Email: jdenman@calhounburns.com

EXHIBIT A

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 STRUCTURAL ENGINEER's Services

A. FIELD INVESTIGATION SERVICES:

1. Review past bridge inspection file (2022) and prepare for updated in-depth field investigations of one bridge: NW 114th Street (002401).
2. Conduct in-depth field investigations of NW 114th Street bridge. Take updated photographs and measurements of various bridge components needing immediate repair. Evaluate the possibility of mounting new exterior fence to side of bridge deck, rather than mounting to top of deck, to create a nominally wider sidewalk for pedestrians.
3. Complete office review of field investigations. Prepare updated photos, notes, and measured quantities. Review past delamination plot (7/14/22). This information will be included in the final bridge repair plans.

B. FINAL DESIGN, DETAILS, AND DRAFTING:

1. Evaluate, design, and detail selected bridge repairs approved by City staff. Details will include deck and sidewalk patching, replacement of neoprene expansion glands, prestressed concrete beam end repairs, bearing plate cleaning and painting, and replacement of exterior fence. City staff has instructed the new exterior fence to be galvanized steel with vertical spindles, mounted on the side of the deck.
2. Prepare final plans for inclusion in the bid package. The following plan sheets are anticipated:
 - a. Title Sheet (1).
 - b. Quantity Summary, Estimate Reference Information (1).
 - c. General Notes (1).
 - d. Beam End Repair Details (1).
 - e. Cleaning and Painting Bearing Device Details and Notes (1).
 - f. Remove and Replace Exterior Fence Details and Notes (2).
 - g. Concrete Patching and Repair Details, and Notes (2).
 - h. Tabulations, Typical Sections, and Related Notes (1).
3. Attend one progress meeting with City staff during the design phase.
4. NW 114th Street is to be closed to vehicular and pedestrian traffic during construction. Traffic control for road closure is not a part of this bridge repair project, but part of a separate, ongoing street reconstruction project. The bridge repair plans will include notes to the Contractor indicating such.
5. Iowa DOT Standard Details and Specifications will be used.

6. Final Plans to be provided to City by January 17, 2025.

C. LIMITED BID PHASE SERVICES:

1. Provide an Opinion of Probable Construction Cost.
2. Project to be let for bids by the City in February 2025.
3. Provide input on allowable working days and liquidated damages.
4. Assist in notifying potential bidders of the project and bid letting date.
5. Assist with answers to questions posed by interested bidders.
6. Attend the bid letting.
7. Make a formal recommendation following the bid letting.

D. LIMITED CONSTRUCTION PHASE SERVICES:

1. Assist with answering telephone / email questions from the field.
2. Attend one progress meeting / site visit during construction.
3. Construction is targeted between May 5 – June 15, 2025, while NW 114th Street is closed to all traffic for a separate street reconstruction project.

E. ADMINISTRATION, COORDINATION, AND SUBMITTALS:

1. Provide ongoing administration, coordination, and submittals as required during all four phases of project development.

A.2.01 CITY's Responsibilities

- A. CITY shall do the following in a timely manner, so as not to delay the services of the STRUCTURAL ENGINEER:
 1. Provide timely review and comment on draft Final Plans.
 2. Inform and require the NW 114th Street pavement reconstruction contractor to erect and maintain traffic control devices for complete street closure for vehicular and pedestrian traffic both north and south of the bridge. Allow ample room for the bridge repair contractor to stage equipment and materials south of the bridge.
 3. Erect and maintain traffic control devices, both west and east of NW 114th Street, for the Clive Greenbelt Trail closure for the duration of construction.
 4. Prepare and distribute all bid letting documents to interested bidders.

5. Conduct bid opening, analyze bids received, and make formal recommendation to City Council.
 6. Provide all necessary shop drawing review, construction observation, testing, documentation, as-built drawings, and contract administration.
- B. STRUCTURAL ENGINEER shall be entitled to use and rely upon all such information and services provided by the CITY or others in performing STRUCTURAL ENGINEER's services under this Agreement.
- C. CITY shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. Upon execution of this Agreement, the STRUCTURAL ENGINEER and the CITY may establish a schedule of work completion. The intent is to have all Final Design Phase Services completed by January 17, 2025. Failure of the STRUCTURAL ENGINEER to maintain progress in accordance with this schedule may be cause for termination of the Agreement after notice of the same and a 30-day opportunity to cure.
- B. STRUCTURAL ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Paragraph A.1.01. A. are submitted to CITY, and when compensation for the services set forth in Paragraph 4.01.A.1 is received by STRUCTURAL ENGINEER.

Initial:
CITY _____
STRUCTURAL ENGINEER gpc

EXHIBIT B

The following terms and conditions are integrated fully into the Agreement:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by STRUCTURAL ENGINEER under this Agreement will be the care and skill ordinarily used by members of STRUCTURAL ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. STRUCTURAL ENGINEER makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with STRUCTURAL ENGINEER's services.

2. Independent Contractor; No Third-Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and not for the benefit of any other party, and no other entity shall have any claim against STRUCTURAL ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CITY or STRUCTURAL ENGINEER. STRUCTURAL ENGINEER shall be an independent contractor and not an employee of the CITY. This Agreement shall not constitute, create or give effect to otherwise create or imply a joint venture, partnership or any form of formal business association of any kind between STRUCTURAL ENGINEER and CITY. CITY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to STRUCTURAL ENGINEER

Invoices will be prepared in accordance with STRUCTURAL ENGINEER's standard invoicing practices and will be submitted to CITY by STRUCTURAL ENGINEER monthly, unless otherwise agreed. Upon acceptance by the CITY, payment will be made promptly without right of setoff or withholding but in no event later than thirty (30) days after submission of invoice. Final payment will be made upon submittal of deliverables described in Exhibit A.

4. Insurance

STRUCTURAL ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CITY upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, STRUCTURAL ENGINEER shall indemnify and hold harmless CITY, CITY's officers, directors, elected officials, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) arising from third party claims of

bodily injury, death or property damage caused solely by the negligent acts or omissions or intentional misconduct of STRUCTURAL ENGINEER or STRUCTURAL ENGINEER's officers, directors, partners and employees in the performance of STRUCTURAL ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER, STRUCTURAL ENGINEER's officers, directors, agents, partners, employees, subcontractors and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions or intentional misconduct of CITY or CITY's officers, directors, elected officials, partners, employees and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, STRUCTURAL ENGINEER's total liability to CITY and anyone claiming by, through, or under CITY or this Agreement for any injuries, losses, damages and expenses caused in part by the negligence or misconduct of STRUCTURAL ENGINEER and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that STRUCTURAL ENGINEER's negligence bears to the total negligence of CITY, STRUCTURAL ENGINEER, and all other negligent entities and individuals. Further, notwithstanding anything to the contrary in this Agreement, STRUCTURAL ENGINEER's maximum liability arising out of or related to STRUCTURAL ENGINEER's obligations and indemnifications under this Agreement shall not exceed the total amount of compensation received by STRUCTURAL ENGINEER pursuant to this Agreement.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless STRUCTURAL ENGINEER and STRUCTURAL ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate CITY to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

6. Dispute Resolution

a. CITY and STRUCTURAL ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 30 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective

Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

f. If mediation fails to resolve the dispute, each party may enforce their rights under this Agreement in accordance with the terms and conditions hereof.

7. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CITY shall pay to STRUCTURAL ENGINEER all amounts owing to STRUCTURAL ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs. STRUCTURAL ENGINEER shall not be obligated to stamp or otherwise provide Documents upon termination unless such Documents were completed in the ordinary course prior to the effective date of termination.

8. Access

CITY shall arrange for safe access to and make provisions for STRUCTURAL ENGINEER to enter upon public and private property as required for STRUCTURAL ENGINEER to perform services under this Agreement.

9. Hazardous Environmental Conditions

It is acknowledged by both parties that STRUCTURAL ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition", i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event STRUCTURAL ENGINEER or any other party encounters a Hazardous Environmental Condition, STRUCTURAL ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CITY acknowledges that STRUCTURAL ENGINEER is performing professional services for CITY and that STRUCTURAL ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 ("CERCLA"), which are or may be encountered at or near the site in connection with STRUCTURAL ENGINEER's activities under this Agreement.

10. Patents

STRUCTURAL ENGINEER will not conduct patent or copyright searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

11. Ownership of Documents/Electronic Media

a. The requested electronic design, drawings, documents, data file(s) and/or other data on any form of electronic media generated by STRUCTURAL ENGINEER (the "*Shared Data*") are instruments of service produced and owned by STRUCTURAL ENGINEER, who is and shall be deemed the author of the Shared Data and retain all common law, statutory law and other rights, including but not limited to national and international copyrights. All rights are reserved by STRUCTURAL ENGINEER.

b. CITY acknowledges that data, documents, and/or drawings stored on electronic media outside STRUCTURAL ENGINEER's control can deteriorate undetected or be modified without the STRUCTURAL ENGINEER's knowledge. CITY agrees that the STRUCTURAL ENGINEER cannot be held liable for the completeness, or correctness of electronic data once the electronic media has left the possession of the STRUCTURAL ENGINEER. CITY's use or reuse shall be at CITY's risk and full legal responsibility. CITY shall be fully and solely responsible for reconciling of said electronic files with any certified hard copies produced by STRUCTURAL ENGINEER. Only the final certified hard copies of the survey, design, and/or data files shall constitute contract documents for the project. The CITY further agrees to assume all responsibility and liability for the use of the Shared Data, in whole or in part, for any purpose or project other than the project for which the Shared Data was originally produced.

c. CITY will not and shall not, without the expressed prior written consent of STRUCTURAL ENGINEER: a) disseminate, share, loan, rent, display, assign or otherwise transfer the whole or any part of the Shared Data, either in electronic form or hard copy, to any other person or entity; b) alter, rewrite, decompile, reverse engineer, or otherwise change any of the Shared Data; or, c) use the whole or any part of the Shared Data on any project other than the Project for which they are intended. CITY shall treat the Shared Data as confidential and safeguard it with at least the same level of protection and effort with which CITY safeguards its own confidential information.

d. The Shared Data may be in a preliminary or intermediate stage and may not be complete or in final form and may not be intended for construction use. CITY's use or reuse, internal copying, internal dissemination, and/or internal review shall be at the CITY's risk and full legal responsibility. CITY shall be fully and solely responsible for the reconciling of said electronic files with any final certified hard copies produced by STRUCTURAL ENGINEER. Only the final certified hard copies of the design and/or data files shall be the official plans and documents for the project. The CITY agrees to waive all claims against the STRUCTURAL ENGINEER and indemnify STRUCTURAL ENGINEER as more fully set forth in paragraph 6 for all claims resulting in any way from any changes or reuse of the Shared Data for any other project or by anyone other than the STRUCTURAL ENGINEER.

e. Under no circumstances shall transfer of the Shared Data be deemed a sale by the STRUCTURAL ENGINEER. STRUCTURAL ENGINEER makes no warranties, expressed or implied, including but not limited to implied warranty of fitness for a particular purpose, regarding the Shared Data. CITY accepts the Shared Data in "AS IS" condition.

f. CITY does hereby agree to indemnify and hold STRUCTURAL ENGINEER and its directors, officers, agents and employees and, if applicable, the Project owner/developer harmless from any and all claims, suits, damages, liability, demands, or costs, including attorney fees and expenses, that result from or arise out of the use or misuse of the Shared Data by CITY or any party with whom CITY disclosed the Shared Data, even if inadvertent. In the event of suit for breach and/or enforcement of this Agreement, CITY agrees to pay all attorney fees incurred by STRUCTURAL ENGINEER.

g. Each item of electronic data sent or delivered to CITY by STRUCTURAL ENGINEER shall be subject to the terms, conditions, and obligations of this Agreement.

12. Opinions of Probable Construction Cost

a. Construction Cost is the cost to CITY to construct proposed facilities. Construction Cost does not include costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CITY's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with CITY's contemplated project, or the cost of other services to be provided by others to CITY pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. STRUCTURAL ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of STRUCTURAL ENGINEER's experience and qualifications and represent STRUCTURAL ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since STRUCTURAL ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, STRUCTURAL ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable construction cost prepared by STRUCTURAL ENGINEER. If CITY wishes greater assurance as to probable Construction Cost, CITY shall employ an independent cost estimator.

13. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of STRUCTURAL ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and CITY's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to CITY pursuant to this Agreement.

b. STRUCTURAL ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs for the same reasons it cannot assume responsibility for Construction Costs set forth in Section 13(b) above.

14. Force Majeure

STRUCTURAL ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond STRUCTURAL ENGINEER's reasonable control including, by way of example,

war (declared or not), sabotage, civil strife, insurrection, strikes of a national or organized labor union, earthquake, pandemic (excluding conditions known as of the Effective Date of this Agreement due to the COVID-19 pandemic), epidemic, travel restrictions and/or quarantine, acts of God, fire, and acts of terrorism.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party except to affiliates or successor by operation of law.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and STRUCTURAL ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time. No delay or omission by the Parties in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy nor shall it be construed as a bar to or waiver of any such right or remedy on any future occasion. In addition, neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified.

18. Survival

All express representations, indemnifications, obligations to pay and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Governing Law & Venue

This Agreement is to be governed by the law of the state of Iowa without giving effect to the conflict of law provisions thereof. Any dispute regarding this Agreement shall be brought in the federal or state courts located in Polk County, Iowa, and by execution and delivery of this Agreement, each Party hereby: (a) accepts the jurisdiction of the foregoing courts; (b) irrevocably consents to be bound by any final judgment (after any appeal) of any such court with respect thereto; and (c) irrevocably waives, to the fullest extent permitted by Applicable Law, any objection which it may now or hereafter have to the personal jurisdiction of such court or the laying of venue of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party as its address on the signature page and given personally, or be registered or certified mail postage prepaid, by a commercial courier service, or by electronic (email) delivery. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served the next Business Day after the same shall have been delivered to the relevant courier, and any notice so given by email transmission shall be deemed to have been served on transmission and receipt of confirmation of successful transmission during normal business hours (automatic replies excluded). As proof of such service it shall be sufficient to produce a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee or an activity report of the sender's email program showing the confirmation of successful transmission.

22. Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. This Agreement (including any counterpart signature page) may be executed by facsimile or electronic signature (e.g. DocuSign) or any image of the signed Agreement transmitted by electronic mail (such as an unalterable pdf image file) and such facsimile signature or image shall be deemed an original.



EXHIBIT C

2025 HOURLY BILLING RATES (EFFECTIVE JUNE 2024)

PRINCIPAL OF FIRM IV	\$ 267.00 / HOUR
PRINCIPAL OF FIRM III	\$ 257.00 / HOUR
PRINCIPAL OF FIRM II	\$ 247.00 / HOUR
PRINCIPAL OF FIRM I	\$ 235.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 218.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 209.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 204.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 198.00 / HOUR
PROJECT MANAGER IV	\$ 201.00 / HOUR
PROJECT MANAGER III	\$ 196.00 / HOUR
PROJECT MANAGER II	\$ 191.00 / HOUR
PROJECT MANAGER I	\$ 185.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 187.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 182.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 168.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 155.00 / HOUR
PROJECT ENGINEER IV	\$ 174.00 / HOUR
PROJECT ENGINEER III	\$ 161.00 / HOUR
PROJECT ENGINEER II	\$ 152.00 / HOUR
PROJECT ENGINEER I	\$ 135.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 151.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 139.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 131.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 118.00 / HOUR
DESIGN ENGINEER IV	\$ 143.00 / HOUR
DESIGN ENGINEER III	\$ 136.00 / HOUR
DESIGN ENGINEER II	\$ 129.00 / HOUR
DESIGN ENGINEER I	\$ 120.00 / HOUR
ENGINEER INTERN	\$ 102.00 / HOUR
FUNDING SPECIALIST	\$ 141.00 / HOUR
FUNDING SPECIALIST II	\$ 125.00 / HOUR
SENIOR ENGINEERING TECHNICIAN IV	\$ 157.00 / HOUR
SENIOR ENGINEERING TECHNICIAN III	\$ 149.00 / HOUR
SENIOR ENGINEERING TECHNICIAN II	\$ 143.00 / HOUR
SENIOR ENGINEERING TECHNICIAN I	\$ 136.00 / HOUR
ENGINEERING TECHNICIAN IV	\$ 134.00 / HOUR
ENGINEERING TECHNICIAN III	\$ 131.00 / HOUR
ENGINEERING TECHNICIAN II	\$ 124.00 / HOUR
ENGINEERING TECHNICIAN I	\$ 120.00 / HOUR
OFFICE COORDINATOR	\$ 122.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 117.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 112.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 108.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 101.00 / HOUR
MILEAGE:	CURRENT IRS STANDARD RATE
EXPENSES:	ACTUAL COST

**HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH
CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.**



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: December 12, 2024

RE: Resolution Approving Custodial Service Agreement - BullzEye Inc.
\$173,484.00

SYNOPSIS:

The City entered into a custodial service agreement with BullzEye Inc. for the 2021-2024 fiscal years. Staff have been pleased with the performance and service level provided over the past three years and would like to extend this contract for an additional 3 years. This Agreement would include custodial service to the Clive Public Safety Center, Harbach Center, City Hall, Library, Parks and Public Works facilities. Funds for this professional service are part of the general operating budget.

The current contract amount is \$173,484.00. Please see breakdown of service estimates per facility below.

New Public Safety Center \$54,552.00

City Hall & Library \$41,712.00

Public Works \$34,776.00

Parks Facility \$20,016.00

Harbach Center \$22,428.00

Total \$173,484.00

Staff recommend City Council approval of this custodial service contract.

Attachments:

1. Custodial Resolution, BullzEye 2024
2. Bullseye Contract, December 12, 2024

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR
CUSTODIAL SERVICES FOR CITY FACILITIES

WHEREAS, the City currently has an agreement with BullzEye, Inc. for custodial services which expire November, 2024; and

WHEREAS, following the evaluation of work practices and as the current agreement allows for an extension, the City desires to enter into an extended three (3) year service agreement with BullzEye Inc. to provide custodial services for City-owned property.

WHEREAS, the City and BullzEye Inc. both desire to renew the service agreement to provide custodial services for City-owned property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the Service Agreement with BullzEye Inc. regarding custodial services of City-owned property be and is hereby approved and accepted by this City Council and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this 12th day of December 2024.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

THIS AGREEMENT FOR BUILDING CUSTODIAL SERVICES ("Agreement") is made and entered into this 12th day of December 2024, by and between the CITY OF CLIVE, IOWA, a municipal corporation (the "City"), and BullzEye Inc., ("Contractor").

1. Contractor's Responsibilities. Contractor shall furnish all labor, supervision, materials, equipment, supplies, insurance, and other resources to satisfactorily perform the building custodial services.

2. Term of Agreement. This Agreement shall be effective on December 12th, 2024, and shall end on December 12th, 2027, unless sooner terminated or modified as provided herein.

3. Contractor Personnel. The following are conditions precedent to the City's performance and/or payment under this Agreement and are specific obligations of the Contractor.

(a) Security Clearance. A complete background check through the state DCI or authorized service must be conducted on all of Contractor's employees, agents and/or personnel providing services to the City (substitute or continuous) **prior** to such personnel reporting for work at a City building. In addition, a list of employees that will be working at the City's Police and Fire facilities (including but not limited to: City Hall, Library, Harbach Center, Public Works, Parks or any other facility to be added or named in the future) along with photos needs to be provided to the Parks Manager. This is necessary due to the sensitive nature of business conducted within that facility. Contractor must replace any employee not acceptable to the City for any reason, upon adequate notice stating the reason for replacement. If Contractor allows any unauthorized employee access to a City building, it will be cause for immediate termination of the contract.

(b) Prohibited Activities. Neither the Contractor nor its agents or employees shall be allowed to do any of the following:

1. Smoke or tobacco use on city property
2. Use or answer any City phones
3. Use or access any City computers, faxes, copies, or other equipment
4. Open or review contents of any drawers, cabinets, shelving, desktops, or other areas within City work spaces.
5. Remove any item of property from City buildings or grounds.
6. Rearrange furniture in offices. Moving of furniture for cleaning purposes is allowed, but items must be returned to their original position.

4. Contractor – Supplies and Equipment. Contractor shall provide all cleaning chemicals, brooms, vacuums, dust mops, wet mops, buckets and wringers, buffers, window squeegees, floor care materials, or other items necessary to perform all general and normal interior custodial services at building. Contractor will provide disposable items such as trash can liners, paper towels, toilet paper, hand soap, baby change station liners and feminine hygiene product

liners in all restrooms, kitchen facilities, offices and common areas. City shall provide disposable supplies for kitchen areas, such as dishwasher soap, paper plates, and disposable kitchenware.

5. Security of Facilities. Contractor shall maintain building security at each site at all times. Contractor shall implement strict security measures as to use of building and room keys. Each area that is locked should be cleaned and relocked before unlocking other areas. Contractor shall not allow any unauthorized employees or guests to enter the building. Contractor shall verify outside doors and windows are locked in an unoccupied building before final departure from site. All employees and agents of the Contractor assigned to clean City buildings shall observe and comply with all security regulations and other procedures of the City. Keys and electronic entry badges to the buildings placed in the custody of Contractor and assigned employees and agents shall be strictly accounted for at all times. Contractor shall provide a roster of assigned keys and electronic badges upon request of the City. Contractor shall not make a duplicate of any key and shall immediately notify City of any key or electronic entry badges Contractor is unable to account for. In the event the contractor would not be able to account for keys, the Contractor is responsible for any or all costs related to key or lock replacement. In the event Contractor discovers forced entry or vandalism to an unoccupied site, Contractor will immediately notify Police by calling the City's Westcom Joint Dispatch Center at 222-3321 or 911; and shall remain on site until Police arrive to investigate.

6. Evaluation. Contractor will provide a procedure for Contractor's cleaning staff and City staff to communicate regarding needs, observations, concerns, breakage, etc. (since cleaning is often done after the building is closed).

7. Billing and Payment for Services. At the end of each month, Contractor will bill the City based on the monthly amount, unless prorated for a partial month of service, or missed days when cleaning did not occur. City will pay Contractor on the next appropriate pay cycle based on the receipt of the monthly bill and scheduled city council meeting.

8. Independent Contractor. Contractor hereby acknowledges and agrees that Contractor will be acting as independent contractor, not an employee or agent of the City. Accordingly, Contractor shall be responsible for paying one hundred percent (100%) of the payroll and/or self-employment taxes with respect to the amounts received from City hereunder and all state, federal and local taxes, including estimated taxes, social security, disability insurance, if any, and any other similar form of payments, as well as all employment reporting, for Contractor and any of Contractor's employees or agents. Employees hired by the Contractor to perform any or all portions of this Agreement shall be paid by Contractor in accordance with all the laws of the State of Iowa and shall provide Workers Compensation insurance and other benefits or requirements in compliance with the laws of the State of Iowa and/or federal laws.

9. Insurance Requirements. A certificate of insurance shall be provided by Contractor to City reflecting, at a minimum, the amounts specified below and shall be maintained during the term of this Agreement. The minimum coverage provided shall be as follows:

- Comprehensive or Commercial General Liability \$1,000,000/\$2,000,000.
- Auto Liability \$1,000,000.

- Worker's Compensation as required by law.
- Fidelity Policy - Contractor's policy to be endorsed to cover "Client's Property"; the objective is to cover theft by cleaning staff of City property and/or City employee property from the City's premises.
- Name the City as an "Additional Insured" on the "General Liability" insurance coverage.

Upon the annual or otherwise periodic renewal of Contractor's insurance, Contractor, for the duration of this Agreement, shall arrange for its insurance company to automatically send an updated Certificate of Insurance to the City for verification that the preceding insurance is in force during the applicable building cleaning year. Such Certificate of Insurance shall show the coverage limit by type, dates of coverage, and shall name the City of Clive as an "Additional Insured."

10. Termination. Either party may terminate this Agreement at any time without cause upon thirty (30) days written notice.

11. Modification. Contractor and City agree they may amend the Agreement separately to reflect changes in City's use of the buildings, square footage of the buildings, or for other reasons that may increase or decrease Contractor's level of service and/or contracted payment amount upon mutual agreement of the parties (subject to City Council approval) of a written amendment.

12. Indemnification and Hold Harmless. City shall not be responsible for any action or failure to act by Contractor. Contractor agrees to be responsible for, indemnify and hold the City, its officers, directors, employees, agents, representatives, assigns, and successors harmless from any and all claims of any nature, losses, personal injury, death, and/or shortage of or damaged packages or other property, and/or any claim, demands, or liability for any such loss or occurrence which may arise from or in connection with, (i) the services performed or to be performed pursuant to this Agreement, however arising, without regard to fault or negligence on the part of Contractor and Contractor's employees and/or agents, (ii) Contractor's breach of any representation of this contract, (iii) Contractor's failure to properly perform any obligations under this Agreement, and/or (iv) any violation of the law by Contractor and/or its employees or agents. Contractor's indemnification hereunder also includes, but is not limited to, interest, costs, attorneys' fees and any other expenses incurred in defending or processing any claim arising as a result of any of the aforementioned items. Contractor's obligation to indemnify and hold harmless City, its officers, directors, employees, agents, representatives, assigns, and successors, under the provisions of this contract shall survive the termination of this contract, irrespective of the reason(s) for said termination.

13. Notices. Any termination notice or other notice that may be given hereunder shall be in writing and shall be deemed properly served, (a) on the date sent if transmitted by hand delivery with receipt therefore, (b) three (3) days after being sent by registered or certified mail, return receipt requested, first class postage prepaid, or (c) by sending e-mail transmission, (with confirmation by hard copy to follow by overnight delivery service), which said e-mail notice shall

be served as of the date and time of the e-mail transmission, provided that the e-mail notice is sent during Business Days/Hours (Monday through Friday, excluding Federal Holidays, 8:00 a.m. to 4:00 p.m. Des Moines, IA time), if the e-mail notice is sent during Non-Business Days/Hours, then the effective date and time of notice is the first hour of the next Business Day after transmission, and shall be addressed to the designees of the Contractor/City.

If to Contractor: BullzEye, Inc.
2351, 300th Street
Peru, Iowa 50273
Email: bullzeyecleaningexperts@gmail.com

If to City: City of Clive, IA
Attn: Jeff Thielen, Parks Manager
1900 NW 114th Street
Clive, IA 50325
Email: jthielen@cityofclive.com

14. License and Taxes. Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City, state or federal laws or regulations.

15. Compliance with Laws. Contractor shall conduct its operations under this Agreement in compliance with all applicable state and federal laws and regulations and City ordinances; provided, however, that the specifications contained in this Agreement shall govern the obligations of Contractor where there exists any conflicting City ordinances on the subject. Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, disability, gender identity or national origin.

16. Assignment. Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the express written consent of City. In the event of a permitted assignment, the assignee shall assume all liabilities and responsibilities of Contractor contained in this Agreement.

17. Miscellaneous. This Agreement, including the documents incorporated herein by reference, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and has been entered into in Des Moines, Polk County, Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or

implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF CLIVE

BULLZEYE CLEANING

By: _____
Jeff Thielen, Parks Manager

By: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: December 12, 2024

RE: Resolution Approving a Professional Services Agreement with HR Green for the Pavement Management Study Update - \$24,000.00

SYNOPSIS:

The City completed a Pavement Management Study in 2017. The results of that study included data on the condition of the pavements based on PCI data collected through 2017 and recommendations on maintenance and rehabilitation options including the costs of those options. Since that time additional PCI data has been collected in 2019, 2021 and 2023, additional options for maintenance and rehab have been developed and the cost of the maintenance and rehab options have increased.

The City needs to update the PCI data and have it date entered into the City's dTims software, to determine the current PCI of the City's streets to provide an understanding of how we are doing compared to the City's established PCI goal. In addition, the cost of maintenance, rehabilitation and reconstruction have increased, and current costs are needed to assist with future planning of maintenance, rehabilitation and reconstruction.

HR Green has submitted a proposal to provide the pavement management update. The proposal also includes a day of dTims training for the City's Civil Engineer, Jonathan Cygan, to allow him to use the software to update PCI data in the future.

All of the work will be completed on an hourly basis with a final fee not to exceed the proposed fee. Staff recommends approval of the Professional Services Agreement with HR Green, Inc., to complete the Pavement Management Study Update in an amount not to exceed \$24,000.

Please feel free to contact me prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:

1. Resolution - 12-12-24 - Pavement Management Update - PSA - HR Green - \$24,000.00
2. 12-12-24 - Clive Street Update PSA - HR Green - \$24,000

RESOLUTION NO._____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH HR GREEN, INC., FOR THE PAVEMENT MANAGEMENT UPDATE**

WHEREAS, the City desires to update the City’s Pavement Management Study herein after referred to as the “Update”, and

WHEREAS, the City desires to enter into a Professional Services Agreement to complete the Update; and

WHEREAS, the City has reviewed the Proposal submitted by HR Green, Inc., for professional services to complete the Update and would like to secure their services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF CLIVE, IOWA:**

That the Mayor be authorized to execute the professional services agreement with HR Green, Inc, of Johnston, Iowa, to complete the Pavement Management Study Update

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Pavement Management Study Update

Jeff May, Public Works Director
City of Clive, IA
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TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between CLIVE, IOWA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CITY owns and maintains approximately 94 centerline miles of streets. The CITY is interested in updating the comprehensive Pavement Management Plan that was completed by COMPANY in 2017. This update will provide a framework for effectively managing the CITY's streets.

The CONSULTANT proposes to leverage existing GIS resources and pavement condition data from the Iowa Pavement Management Program (IPMP) to assess current conditions and review the system to prioritize future roadway repair, rehabilitation, and reconstruction projects. The IPMP data encompasses the entirety of CITY's paved roadway network and is available at no cost. Using that system, the CONSULTANT will then review and update the existing conditions for the CITY's pavement system, the budget-based and performance-based scenarios, and the recommended budget and performance standards that were included in the 2017 Study.

The CITY's request for a Pavement Management Update Study indicates the CITY's commitment to sustainable infrastructure through proper asset management principles. Through this project, the CITY will be able to ensure, with sufficient funding, the CITY's roadways are adequately maintained and preserved at a high level of service and safety.

1.2 Design Criteria/Assumptions

- The CITY's street system consists of approximately 94 centerline miles
- In conjunction with the CITY, review major rehabilitation and reconstruction alternatives, their updated unit costs, and the thresholds that will trigger their use to be used in the data analysis and projections
- Review of Existing Conditions and Modeling of Scenarios will utilize data provided by the IPMP and through the CITY's dTIMS BA subscription to the IPMP

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Project Administration

2.1.1 Project Management

The CONSULTANT shall prepare and submit monthly email updates (< 1-page) summarizing overall project status and informing of any unexpected issues. CONSULTANT will maintain a system for monitoring progress to allow monthly tracking and invoicing.

The CONSULTANT will submit with each design service invoice a summary of work performed, estimated task completion percentage, contract completion date, and actual completion date.

2.1.2 Monitoring Project Scope and Schedule

This task includes the development and tracking of the project plan for the project development. This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The CONSULTANT will inform the CITY of any services required that may not be included in the scope of the design services contract approved by the CITY for this Project. It will be the responsibility of the CONSULTANT to make the CITY aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CITY are eligible for compensation. If design work is not progressing in a manner to comply with the anticipated completion date, the CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule.

2.1.3 Project Review Meetings

The CONSULTANT will meet with the CITY to review progress and to discuss specific elements of the project. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of the meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by two (2) staff members of the CONSULTANT. Meetings may be conducted in person, online, or both.

The following meetings are included with the scope of work:

- Kickoff meeting
- Review of unit costs for pavement improvements
- Post review of existing conditions, scenarios, and recommendations
- Final report

2.1.4 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2.1.5 General Coordination

Includes regular coordination with CITY staff. Also includes coordination with Iowa Pavement Management Program (IPMP) regarding data collection and analysis.

2.2 Data Analysis

2.2.1 Data Gathering/Analysis

CONSULTANT will work with CITY and IPMP staff to obtain and verify pavement data and condition information. The specific tasks to be performed include the following:

2.2.2 Inventory Data

Extensive experience with the IPMP data, as well as state, county, and local data sources will allow CONSULTANT to develop an accurate and complete inventory of streets and their characteristics.

CONSULTANT will review publicly available GIS data and historical information including written documentation and the automated data currently being collected for the CITY by the IPMP. The CONSULTANT will merge this data into a usable format within Arc\GIS Pro. Data will include at minimum Roadway Identification, Functional Classification, Surface Type, Surface Width, Curb and Gutter Status, estimated Average Daily Traffic (ADT), Pavement Distress Data collected by IPMP in 2023, and current Condition Rating.

2.2.3 Data Verification

The automated data collection will provide an analysis of certain characteristics of the roadway but is not sufficient on its own.

In addition to the IPMP data, the CONSULTANT will use its experienced field personnel to conduct limited visual field inspections, comprised of approximately 10% of the CITY's roadway system, to validate/verify the pavement condition analysis. This includes selective field verification, not a field survey of the entire roadway network. CONSULTANT will also use Iowa DOT Pathweb and available CITY information, such as condition of curb and storm intakes, because the automated data collection generally gives only the condition of drivable pavement and does not include these items.

2.2.4 Develop Existing Conditions Memo

The CONSULTANT will prepare a memorandum detailing the current pavement conditions for the CITY, using the most recent available IPMP data. This shall include descriptive statistics, a variety of high-resolution maps/graphics, and provide commentary on any unique conditions or failures exhibited by the IPMP data.

2.3 Pavement Reconstruction and Rehabilitation Treatment Strategies

2.3.1 Identify Preferred Rehabilitation Treatment Methods

The CONSULTANT will use its extensive municipal engineering expertise and research experience with Statewide Urban Design and Specifications (SUDAS) to review CITY standards and current maintenance practices in conjunction with other major literature regarding current best practices for pavement preservation and minor and major rehabilitation. From there, the CONSULTANT will review the "best management practices" by creating a "toolbox" of treatment types and identify proper conditions for various treatment applications. A compiled list of the recommended treatments will be provided along with appropriate application strategies for the CITY to consider when making project treatment determinations.

2.3.2 Treatment Construction Cost

The CONSULTANT will review and update the opinions of estimated construction costs for each treatment included in the treatment selection. The CITY will provide several years of history of bid tabulations to assist in these calculations. These costs will include design and engineering costs.

2.3.3 Treatment Factors

The CONSULTANT, along with the CITY, will assemble a list of any treatment related factors that may come into play in determining their feasibility. This list may include the CITY's experience with the use of the treatment, future maintenance requirements, local contractors' experience with the treatment, availability of needed equipment and materials, and competition among providers of materials.

2.3.4 Develop Condition Thresholds

The CONSULTANT will coordinate with CITY staff to review the desired pavement condition thresholds for the various roadway classifications. These thresholds will represent the minimum desired pavement conditions at which a segment of pavement becomes a candidate for improvement, subject to the optimization criteria used in dTIMS BA.

2.3.5 Pavement Performance Curves

The CONSULTANT, with input from CITY staff, will review and update pavement performance curves to be used in the dTIMS BA analysis and in the application of the treatment methods.

2.4 Data Analysis

2.4.1 Scenario Modeling

The CONSULTANT will utilize the dTIMS BA software to develop a pavement performance model for the CITY and run various budget and performance target driven scenarios as determined with the CITY. Sustainable rehabilitation/replacement schedules with annualized costs will be developed for the following scenarios:

- Maintaining different levels of average PCIs based on street functional classification
- With funding that stays the same as currently exists, which indicates the resulting future PCI
- With funding that decreases and the resulting future PCI
- With funding that increases and the resulting future PCI

Modeled scenarios will be performed for a minimum period of 15 years. The results of these testing scenarios will be used to review and possibly update the recommended performance and budget goals included in the 2017 Study.

2.4.2 Pavement Management Update Report

The CONSULTANT will develop a pavement management program report that summarizes the data collection and analysis, treatment strategies for minor and major rehabilitation and reconstruction, and the recommended pavement management goals. Report will include maps showing condition rating of all the roadways of the CITY and other applicable information. Portions of this report will be formatted for use on the CITY's website and for electronic distribution to the public.

2.4.3 Pavement Management Software Training

The CONSULTANT will provide a one-day hands-on dTIMS-BA training exercise. This training will be provided by one (1) CONSULTANT staff member and will utilize the data and information generated from the study analysis. The training will be conducted at the CITY's preferred location.

3.0 Deliverables and Schedules Included in this Agreement

3.1 Deliverables

- Meeting Agendas and Minutes
- Existing Pavement Conditions Report
- Budget and Performance Target Scenarios
- Updated Recommendations
- Report with Maps
- dTIMS-BA Training

3.2 Schedule

Contract Approval	TBD
Start Date	Within 2 weeks of Contract Approval
Kick-Off Meeting	Within 30 days of Start Date
Draft Study Report	Within 4 months of Start Date

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Public involvements activities
- Additional City Council updates beyond those listed above
- Preparation of a website, brochure, or other promotional materials
- Underground utility analysis
- GIS-based mapping portal or dashboards
- Field review of individual projects
- Design services of individual projects
- Field inspection of related infrastructure including storm or sanitary structures, traffic signals, and bridges.
- Life-cycle cost analysis (LCCA) of individual projects
- Development of Specifications and Construction Standards
- Updates to dTIMS BA data, including continuous updates and tracking of projects with the software

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Iowa Pavement Management Program (InTrans)

- Data Preparation
- dTIMS BA installation

6.0 Client Responsibilities

- Provide meeting room for face-to-face meetings
- Provide representative to participate in meetings, whether in-person or via webconference
- Provide available Geographic Information System (GIS) and/or hard copy street maps
- Provide available pavement thickness, type, and age data
- Provide recent street paving and rehabilitation construction contract information
- Provide dTIMS BA software from IPMP and access by CONSULTANT

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.



7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$24,000.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this



AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Larry Stevens, PE

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CITY OF CLIVE, IA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: December 12, 2024

RE: Resolution Approving Nuisance Abatement - 2184 NW 141st Street - Mowing

SYNOPSIS:

Whereas the necessary action has been taken to abate a public nuisance caused by a dense overgrowth of grasses/weeds, at the property referenced in Exhibit A. And whereas the City incurred costs for such actions, now therefore staff recommends approval of this resolution to levy assessment for the costs of the public nuisance abatement.

Attachments:

1. Resolution
2. Exhibit A - Assessment Schedule

RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF NUISANCE ABATEMENT
AND PROVIDING FOR PAYMENT THEREOF

WHEREAS, pursuant to its powers and duties as set out in Chapter 364 of the Code of Iowa, the City of Clive, after the property owner's(s') failure upon being given notice and opportunity to cure, has performed required action to abate the public nuisance under Section 5-6-2(1, H and/or I) of the Clive Code of Ordinances and now seeks, as provided in Section 364.12 of the Code of Iowa, to assess the costs of such action against the property(s) set out on the attached schedule for collection in the same manner as a property tax.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

1. That the attached schedule is hereby approved and adopted with the amounts shown thereon assessed and levied against such property for collection in the same manner as a property tax.
2. That said assessment shall be payable in one installment due on July 1, 20____ without interest. Said assessment shall be payable at the office of the Clive City Clerk, in full or in part and without interest within thirty (30) days after the first publication of the Notice to Property Owner of Filing of the Schedule of Assessments.
3. That the City Clerk be and is hereby directed to certify said schedule to the County Treasurer, and to publish notice of said certification once each week for two consecutive weeks in a newspaper printed wholly in the English language, published in Clive, Iowa, and of general circulation in Clive, Iowa, the first publication of said notice to be made within fifteen (15) days from the approval of this resolution by the Clive City Council, and the City Clerk shall send by regular mail to the property owner whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Section 384.60 of the Code of Iowa.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**City of Clive
Assessment Schedule
Polk County**

[illegible]



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: December 12, 2024

RE: Resolution Approving Satisfaction of Development Agreement
Regarding Country Club Glen Plat 12

SYNOPSIS:

Fareway Stores, Inc. entered into a Development Agreement associated with Country Club Glen Plat 12. The private and public improvements are completed and the Development Agreement is ready to be satisfied.

Staff recommends approval of the attached Resolution Approving Satisfaction of Development Agreement Regarding Country Club Glen Plat 12.

Please feel free to contact me at 515-223-6221 or agrutzmacher@cityofclive.com if you have questions or need additional information prior to the meeting.

Attachments:

1. Resolution
2. Release of Development Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF DEVELOPMENT AGREEMENT
REGARDING COUNTRY CLUB GLEN PLAT 12

WHEREAS, the City of Clive, Iowa (“City”) entered into a Development Agreement with Fareway Stores, Inc., an Iowa corporation, dated February 10, 2022, and recorded on February 15, 2022, in Book 2022, Page 3375 in the office of the Recorder of Dallas County, Iowa; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the Release of Development Agreement regarding Country Club Glen Plat 12 is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Release, and the City Clerk to attest to his signature.

PASSED AND APPROVED this ____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

Return to: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325

Prepared by: Amanda Grutzmacher, 1900 NW 114th Street, Clive, IA 50325 (515) 223-6221

**RELEASE OF DEVELOPMENT AGREEMENT REGARDING
COUNTRY CLUB GLEN PLAT 12**

The CITY OF CLIVE, a municipal corporation, does hereby release the property legally described on the attached Exhibit A from any real estate lien relating to, or arising from, the Development Agreement with Fareway Stores, Inc., an Iowa corporation, dated February 10, 2022, and recorded on February 15, 2022, in Book 2022, Page 3375 in the office of the Recorder of Dallas County, Iowa.

Dated this _____ day of _____, 2024.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2024, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa

My commission expires:_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LOCATED IN THE SOUTEAST QUARTER OF SECTION 26, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF CLIVE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN COUNTRY CLUB GLEN PLAT 1 AS RECORDED IN BOOK 1998, PAGE 6901 IN THE OFFICE OF THE RECORDER, DALLAS COUNTY, IOWA, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF NORTHWEST 16 IST STREET; THENCE, N0°15'04"E 560.88' ALONG THE EAST RIGHT OF WAY LINE OF SAID NORTHWEST 16 IST STREET TO A NORTHWEST CORNER OF PARCEL "B" IN LOT 4 IN SAID COUNTRY CLUB GLEN PLAT 1; THENCE, NORTHEASTERLY 37.96' ALONG THE ARC OF A 25.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY HAVING A CHORD BEARING OF N43°52'33"E 34.42' AND A CHORD DISTANCE OF 34.42' ALONG SAID EAST RIGHT OF WAY LINE OF NORTHWEST 16 IST STREET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHERIDAN AVENUE; THENCE, NORTHEASTERLY 112.65' ALONG THE ARC OF A 530.00' RADIUS CURVE, CONCAVE NORTHWESTERLY HAVING A CHORD BEARING OF N81°35'58"E AND A CHORD DISTANCE OF 112.44' ALONG THE SOUTH RIGHT OF WAY LINE OF SHERIDAN AVENUE TO A NORTHEAST CORNER OF SAID PARCEL "B" IN LOT 4; THENCE, S0°23'33"W 134.23' ALONG A EAST LINE OF SAID PARCEL "B" IN LOT 4 TO A NORTHEAST CORNER OF SAID PARCEL "B" IN LOT 4; THENCE, S89°52'47"E 563.70' ALONG A NORTH LINE OF SAID PARCEL "B" IN LOT 4 TO A NORTHEAST CORNER OF SAID PARCEL "B" IN LOT 4; THENCE, S0°09'44"W 108.02' ALONG THE EAST LINE OF SAID PARCEL "B" IN LOT 4 TO A NORTHEAST CORNER OF LOT 3 IN SAID COUNTRY CLUB GLEN PLAT 1; THENCE, S0°04'15"W 74.90' ALONG THE EAST LINE OF LOT 3; THENCE, S0°00'30"W 304.79' ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF HICKMAN ROAD/US HIGHWAY NO 6; THENCE, N87°46'57"W 300.14' ALONG THE SOUTH LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE, N 87°47'05"W 185.95' ALONG THE SOUTH LINE OF SAID LOT 2; THENCE, N84°33'37"W 189.46' ALONG SAID SOUTH LINE TO A SOUTHWEST CORNER OF SAID LOT 3; THENCE, S0°18'42"W 15.81' ALONG A SOUTH LINE OF SAID LOT 3 TO A SOUTHEAST CORNER OF SAID LOT 3; THENCE, N89°33'29"W 25.47' ALONG A SOUTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, CONTAINING 7.98 ACRES.



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: December 12, 2024

RE: Resolution Accepting 1st Amendment to Surface Water Flowage and Private Storm Sewer Easement for Chayse Landing Plat 1, Lot 24 - 3435 NW 168th Street

SYNOPSIS:

The owners of 3435 NW 168th Street have requested approval to install a fence within the Surface Water Flowage and Private Storm Sewer Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with the staff requirement, the property owners have executed the attached First Amendment to Surface Water Flowage and Private Storm Sewer Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend that Council approve the document so that it can be recorded with the county.

Please feel free to contact me prior to the meeting at krivera@cityofclive.com or at (515) 223-6221 if you have any questions or concerns.

Attachments:

1. Resolution Accepting 1st Amendment to Surface Water Flowage and Private Storm Sewer Easement for Chayse Landing Plat 1, Lot 24 - 34

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE WATER FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 24 IN CHAYSE LANDING PLAT 1
3435 NW 168TH ST

WHEREAS, the owners of Lot 24 in Chayse Landing Plat 1 in the City of Clive, Iowa (the "Property") have submitted to the City of Clive a First Amendment to Surface Water Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Surface Water Flowage and Private Storm Sewer Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the First Amendment to Surface Water Flowage and Private Storm Sewer Easement ("First Amendment") regarding Lot 24, Chayse Landing Plat 1, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 12th day of December 2024.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**FIRST AMENDMENT TO SURFACE WATER FLOWAGE AND
PRIVATE STORM SEWER EASEMENT**

This First Amendment to Surface Water Flowage and Private Storm Sewer Easement ("First Amendment") is entered into by and between Biak Zel and Lal Luai Thang ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 24 of Chayse Landing Plat 1 (3435 NW 168th ST), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Arrow Properties, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Surface Water Flowage and Private Storm Sewer Easement, dated December 22, 2016 recorded on January 26, 2017, in Book 2017, Page 1742, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

WHEREAS, the Property Owners desire to install a fence on the Property, which encroaches into the Easement Area, and the City has agreed to consent to the installation of the fence within the Easement Area, subject to the conditions set forth in Section 2 of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. CITY CONSENT TO INSTALLATION OF FENCE. The Easement prohibits Property Owners from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to install a fence within the Easement Area. The City hereby consents to the installation of the fence which location is within the Easement Area, provided that the Property Owners install and

maintain the fence such that it does not impede the flow of storm/surface water within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

Additionally, the Property Owners acknowledge and agree that the fence shall be open style to allow the conveyance of storm water through the easement. A gate shall be placed within the easement on the south side of the property. The gate shall not be blocked with landscaping, etc. and shall remain unlocked to allow staff access.

3. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

The Property Owner does HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 25th day of November 2024.

PROPERTY OWNERS



Biak Zel



Lal Luai Thang

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 25th day of November 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Biak Zel to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



Kelly Rivera
Notary Public in and for the
State of Iowa

My Commission expires May 28, 2027

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 25th day of November 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lal Luai Thang to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



Kelly Rivera
Notary Public in and for the
State of Iowa

My Commission expires May 28, 2027

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of December 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 12th day of December, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A SURFACE WATER FLOWAGE AND PRIVATE STORM SEWER EASEMENT
LOCATED ON LOT 24 OF CHAYSE LANDING PLAT 1, AN OFFICIAL PLAT IN
THE CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

The East 35.00 feet of Lot 24



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: December 12, 2024

RE: Resolution Accepting 1st Amendment to Surface Drainage Easement for Indian Hills Plat 8, Lot 118 - 1783 NW 101st Street

SYNOPSIS:

The owners of 1783 NW 101st Street have requested approval to install a fence within the Surface Drainage Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with the staff requirement, the property owners have executed the attached First Amendment to Surface Drainage Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend that Council approve the document so that it can be recorded with the county.

Please feel free to contact me prior to the meeting at krivera@cityofclive.com or at (515) 223-6221 if you have any questions or concerns.

Attachments:

1. Resolution Accepting 1st Amendment to Surface Drainage Easement for Indian Hills Plat 8, Lot 118 - 1783 NW 101st Street

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE DRAINAGE EASEMENT FOR
LOT 118 IN INDIAN HILLS PLAT 8
1783 NW 101ST ST

WHEREAS, the owners of Lot 118 in Indian Hills Plat 8 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Surface Drainage Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Surface Drainage Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the First Amendment to Surface Drainage Easement (“First Amendment”) regarding Lot 118, Indian Hills Plat 8, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Polk County Recorder.

PASSED AND APPROVED this ____ day of December, 2024.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

Preparer Information: Kelly Rivera, 1900 NW 114th ST, Clive, Iowa 50325 Phone (515) 223-6221
Return to: Matthew D. Graham, City Clerk, City of Clive, 1900 NW 114th ST, Clive, Iowa 50325 (515) 223-6220

FIRST AMENDMENT TO SURFACE DRAINAGE EASEMENT

This First Amendment to Surface Drainage Easement ("First Amendment") is entered into by and between Michael Hamilton and Stephanie Hamilton ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 118 of Indian Hills Plat 8 (1783 NW 101st ST), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, Charles I. Colby, Jr. and Patricia E. Colby and Clark A. Colby and Marilyn J. Colby, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Surface Drainage Easement, dated January 3, 1979 recorded on January 29, 1979, in Book 4885, Page 264, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

WHEREAS, the Property Owners desire to install a fence on the Property, which encroaches into the Easement Area, and the City has agreed to consent to the installation of the fence within the Easement Area, subject to the conditions set forth in Section 2 of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. **CITY CONSENT TO INSTALLATION OF FENCE.** The Easement prohibits Property Owners from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owners desire to install a fence within the Easement Area. The City hereby consents to the installation of the fence which location is within the Easement Area, provided that the Property Owners install and maintain the fence such that it does not impede the flow of storm/surface water within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

Additionally, the Property Owners acknowledge and agree that the fence shall be open style to allow the conveyance of storm water through the easement. A gate shall be placed within the easement on the south side of the property and shall not be blocked with landscaping, etc. The gates shall swing inward and remain unlocked to allow staff access.

3. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

The Property Owner does HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 30th day of November 2024.

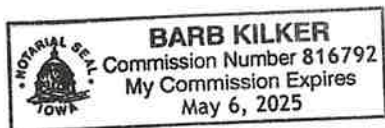
PROPERTY OWNERS

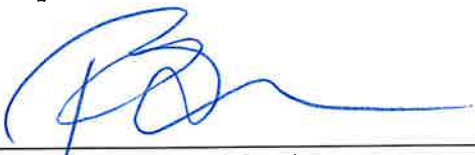

Michael Hamilton


Stephanie Hamilton

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 30 day of November 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Hamilton to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



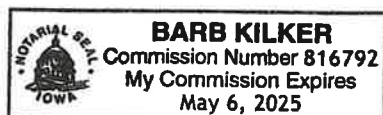


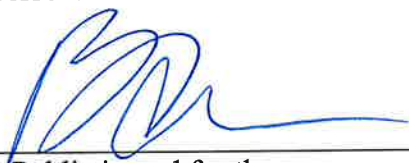
Notary Public in and for the
State of Iowa

My Commission expires _____

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 30 day of November 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephanie Hamilton to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of December 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 12th day of December, 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A SURFACE DRAINAGE EASEMENT LOCATED ON LOT 118 OF INDIAN HILLS PLAT 8, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

East 10 feet and north 10 feet of Lot 118



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: December 12, 2024

RE: Resolution Accepting 1st Amendment to Conservation Easement for Shadow Creek Plat 6, Lot 54 - 4038 NW 181st Street

SYNOPSIS:

The owners of 4038 NW 181st Street have requested approval to remove natural vegetation and shrubs, change the topography, and construct a concrete wall and fire pit area within the Conservation Easement on the subject property. Staff have reviewed the request and determined that the improvements should not have a negative impact on said easement.

In accordance with the staff requirement, the property owners have executed the attached First Amendment to Conservation Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend that Council approve the document so that it can be recorded with the county.

Please feel free to contact me prior to the meeting at agrutzmacher@cityofclive.com or at (515) 223-6221 if you have any questions or concerns.

Attachments:

1. Resolution Accepting 1st Amendment to Conservation Easement for Shadow Creek Plat 6, Lot 54 - 4038 NW 181st ST

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO CONSERVATION EASEMENT FOR
LOT 54 IN SHADOW CREEK PLAT 6
4038 NW 181ST ST

WHEREAS, the owners of Lot 54 in Shadow Creek Plat 6 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Conservation Easement to permit the removal of natural vegetation and shrubs, change the topography, and construct a concrete wall and fire pit area within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Conservation Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the First Amendment to Conservation Easement (“First Amendment”) regarding Lot 54, Shadow Creek Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 12th day of December 2024.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

FIRST AMENDMENT TO CONSERVATION EASEMENT

This First Amendment to Conservation Easement ("First Amendment") is entered into by and between Elvis Hokic and Nazifa Hokic ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 54 of Shadow Creek Plat 6 (4038 NW 181st ST), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek VI, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Conservation Easement, dated September 21, 2021 recorded on September 29, 2021, in Book 2021, Page 28702, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure, the removal of trees, shrubs, and the alteration of natural vegetation within the easement area, as such real estate is described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter called "Easement Area").

WHEREAS, the Property Owners desire to remove natural vegetation and shrubs, change the topography, and construct a concrete wall and fire pit area on the Property, which encroaches into the Easement Area, and the City has agreed to consent to the installation of the requested improvements within the Easement Area, subject to the conditions set forth in Section 2 of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. **CITY CONSENT TO IMPROVEMENTS.** The Easement prohibits Property Owners from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. The Easement additionally prohibits the removal of trees, shrubs, and the alteration of natural vegetation under, over, on, through, across

or within the Easement area. Property Owners desire to remove natural vegetation and shrubs, change the topography, and construct a concrete wall and fire pit area within the Easement Area. The City hereby consents to the installation of the aforementioned improvements which location is within the Easement Area, provided that the Property Owners install and maintain the improvements such that it does not impede the use and enjoyment of the land within the Easement Area.

2. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the Easement Area shall be limited to grading and replacing ground cover. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of any improvements or structure located within the Easement Area.

Additionally, the Property Owners acknowledge and agree that:

- (a) Existing trees within the Easement area will be preserved and no grade changes will occur within the drip line of the existing trees.
- (b) Finish elevation of the fire pit area "floor" is approximately 996.5.
- (c) Top of wall elevation around the fire pit area is approximately 1000.
- (d) Sod may be planted within the disturbed area.

3. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 27th day of November 2024.

PROPERTY OWNERS



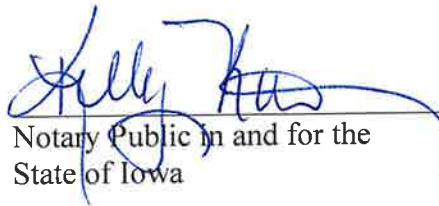
Elvis Hokic



Nazifa Hokic

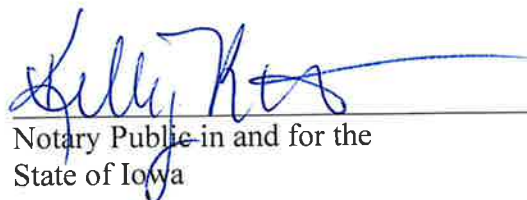
STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 27th day of November 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Elvis Hokic to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.


Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 27th day of November 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nazifa Hokic to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.


Notary Public in and for the
State of Iowa

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of December 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 12th day of December 2024, and that John Edwards and Matthew D. Graham acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A CONSERVATION EASEMENT LOCATED ON LOT 54 OF SHADOW CREEK PLAT 6, AN OFFICIAL PLAT IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The westerly 35.00 feet of Lot 54

Page 625 of 1186



Memo

TO: Mayor and Council members

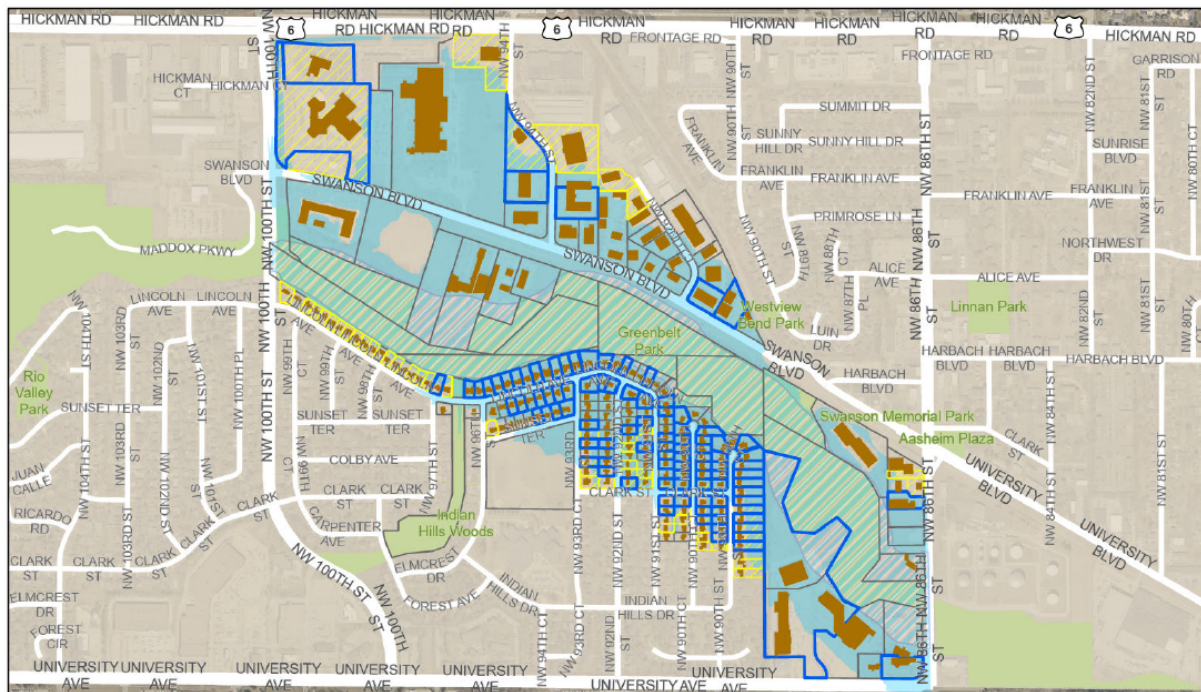
FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Resolution Approving Hazard Mitigation Assistance Application- Indian Hills Neighborhood Flood Mitigation Plan

SYNOPSIS:

As previously discussed, staff have continued preparations associated with the submission of a grant application for the development of a Flood Mitigation Plan for the Indian Hills neighborhood area. The neighborhood area is generally defined as all of the properties (commercial and residential) located in the Walnut Creek floodplain from NW 100th Street to NW 86th Street as shown on the exhibit below. The area contains approximately 164 buildings (120 residential and 44 commercial) which represents approximately \$55M in assessed building value. Similar to the Flood Mitigation Plan previously completed for the University Boulevard neighborhood area, the planning process would include refinement of the flood risk in the neighborhood, identification of potential flood risk mitigation measures that could be pursued and development of funding strategies that support implementation of mitigation efforts.



**Indian Hills Neighborhood
Flood Mitigation Plan**

Legend

- Building Footprints
- Elevation Certificates
- LOMAs
- Indian Hills Parcels
- Flood Fringe
- Floodway



In anticipation of the 2025 Flood Mitigation Assistance grant program cycle, staff is recommending approval of the attached Resolution Authorizing Submission of Flood Mitigation Assistance application which would provide funding for the development of a Flood Mitigation

Plan for the Indian Hills neighborhood area. The grant request is anticipated to be in the amount of \$300,000 which will require the typical local match of fifteen percent. Following authorization to submit, staff will complete the application prior to the submission deadline at the end of December. State and Federal review of the application will take approximately 6-9 months. If awarded, staff would anticipate starting the approximately 6 month project in late 2025.

Please feel free to contact me at dollendike@cityofclive.com or at 515-223-6221 prior to the meeting if you have any questions or need additional information.

Attachments:

1. Resolution Approving Grant Application

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A
FLOOD MITIGATION ASSISTANCE GRANT APPLICATION

WHEREAS, the City of Clive, in Polk County, Iowa, desires to submit an application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, and

WHEREAS, said grant program allows for funding to be provided to cities for eligible mitigation planning and project scoping that is consistent with the goals and objectives identified in Iowa's State Hazard Mitigation Plan and local mitigation plans for the jurisdiction in which the activity is located; and

WHEREAS, the City of Clive has determined that the development of a Flood Mitigation Plan for the Indian Hills neighborhood area supports the communities' goal of long-term resiliency to the environmental, social and fiscal impacts that occur from flooding along Walnut Creek.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, that:

1. The City Council supports and approves the application for the Hazard Mitigation Grant Program associated with the development of a Flood Mitigation Plan for the Indian Hills neighborhood area, and
2. The City Council hereby commits to providing the required local match (15%) in support of the Hazard Mitigation Grant Program request if awarded, and
3. The City Manager is hereby authorized to execute any application documents on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2024.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

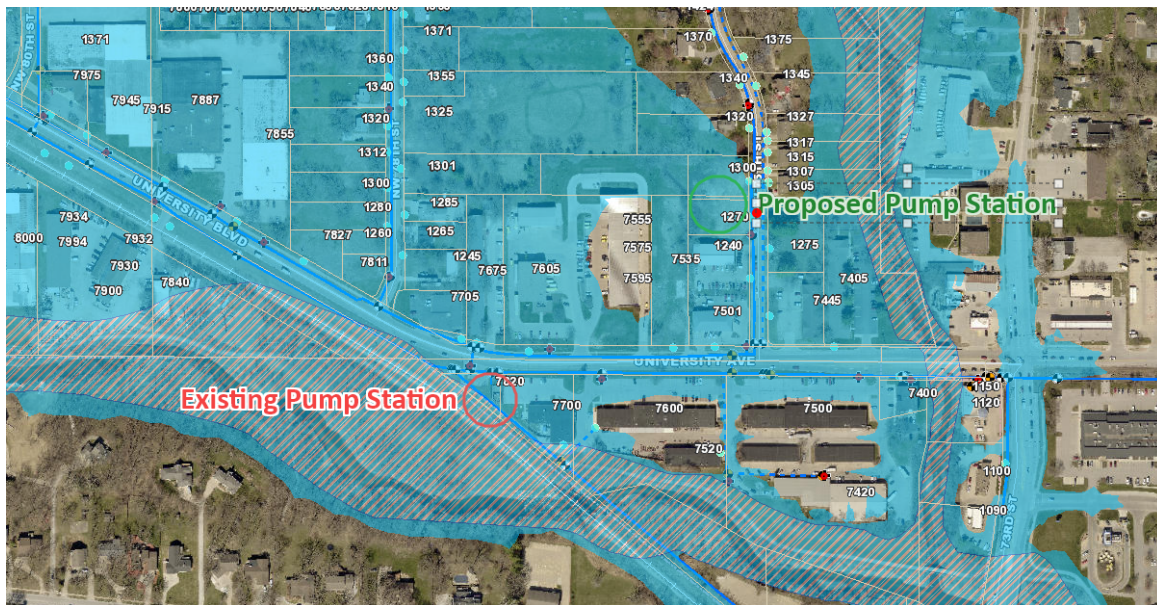
FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Resolution Approving Hazard Mitigation Assistance Application-
University Boulevard Water Pumping Facility

SYNOPSIS:

As you are aware, the Public Works Department has been working on the relocation of the existing University Boulevard Water Pumping facility for several years. The nearly 35-year old facility is currently located just west of 515 Brewing and is exposed to flood risks due to its location in the Walnut Creek floodplain. As part of the broader University Boulevard Flood Mitigation Plan, protection of this critical infrastructure was identified as a candidate for flood mitigation grant assistance.



In anticipation of the 2025 Flood Mitigation Assistance grant program cycle, staff is recommending approval of the attached Resolution Authorizing Submission of Flood Mitigation Assistance application which would provide funding for the relocation of the pump station. The grant request is anticipated to be in the amount of \$3M and will require the typical local match of fifteen percent. For this particular project, the match would be provided through in-kind contribution (land value- \$50K) and cash. Following authorization to submit, staff will complete the application prior to the submission deadline at the end of December. State and Federal review of the nationally competitive application will take approximately 6-9 months.

Please feel free to contact me at dollendike@cityofclive.com or at 515-223-6221 prior to the meeting if you have any questions or need additional information.

Attachments:

1. Resolution Approving BRIC Application

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A
FLOOD MITIGATION ASSISTANCE APPLICATION

WHEREAS, the City of Clive, in Polk County, Iowa, desires to submit an application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Building Resilient Infrastructure and Communities Grant Program, and

WHEREAS, said grant program allows for funding to be provided to cities for eligible mitigation planning and project scoping that is consistent with the goals and objectives identified in Iowa's State Hazard Mitigation Plan and local mitigation plans for the jurisdiction in which the activity is located; and

WHEREAS, the City of Clive has determined that the relocation of the existing at flood risk University Boulevard Water Pump Station supports the communities' goal of long-term resiliency to the environmental, social and fiscal impacts that occur from flooding along Walnut and North Walnut Creek.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, that:

1. The City Council supports and approves the application for the 2024 Building Resilient Infrastructure and Communities Grant Program associated with the relocation of the University Boulevard Water Pump Station, and
2. The City Council hereby commits to providing the required local match (including in-kind contribution of land and cash) in support of the 2024 Building Resilient Infrastructure and Communities Grant Program request if awarded, and
3. The City Manager is hereby authorized to execute any application documents on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2024.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: December 12, 2024

RE: Resolution Approving Hazard Mitigation Assistance Application- 2024 University Boulevard Flood Prone Property Buyout Program

SYNOPSIS:

As previously discussed, there is an open Presidential Disaster Declaration available to Iowa communities that could support the City's University Boulevard Flood Mitigation Plan neighborhood buyout program. Staff is recommending approval of the attached Resolution Authorizing Submission of a Hazard Mitigation Grant Program application which would provide funding for the acquisition/demolition of the property located at 7405 University Boulevard. The grant request is anticipated to be in the amount of approximately \$1.5 million and will require a local match of fifteen percent.

Following authorization to submit, staff will complete the application prior to the end of the year. State and Federal review of the application will take approximately 90-days.

Please feel free to contact me at 515-223-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. Resolution Approving HMGP Application

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION ASSISTANCE
GRANT PROGRAM APPLICATION TO SUPPORT THE FLOOD PRONE PROPERTY BUYOUT
PROGRAM

WHEREAS, the State of Iowa will receive FEMA disaster funding under the Hazard Mitigation Grant Program (HMGP) as part of the Presidential disaster declaration DR-4784-IA (May 24, 2024); and

WHEREAS, said grant program allows for funding to be provided to cities for eligible projects or programs that are consistent with the goals and objectives identified in Iowa's State Hazard Mitigation Plan and local mitigation plans for the jurisdiction in which the activity is located; and

WHEREAS, the City of Clive has determined that the acquisition of certain property subject to repetitive flood loss in the University Boulevard Flood Mitigation area supports the communities' goal of long-term resiliency to the environmental, social and fiscal impacts that occur due to flooding along Walnut and North Walnut Creek.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA, that:

1. The City Council supports and approves the application for Hazard Mitigation Grant Program assistance associated with the acquisition and demolition of property in the University Boulevard Flood Mitigation area, and
2. The City Council hereby commits to providing the required local match in support the Hazard Mitigation Grant Program request, and
3. The City Manager is hereby authorized to execute any application documents on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2024.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: December 12, 2024

RE: Resolution Approving Seasonal Employee Pay Matrix

SYNOPSIS:

A resolution amending the Seasonal Pay Matrix is being presented for consideration. The amended pay matrix compares wages to our neighbors' seasonal positions for aquatics, parks, and recreation. The new wages were considered during the budget process and would become effective January 1, 2025, upon resolution passage. The staff are proactive and competitive with our western neighbors but only had to adjust pay for lifeguards and seasonal aquatic maintenance staff.

The Human Resources Team plans to begin posting for 2024 seasonal aquatic and recreation positions in mid-January. Then, in February, the Parks and Public Works seasonal positions will be posted in NeoGov and marketed through GovJobs.com, Handshake, social media sites, school announcements, job fairs, etc.

Staff is recommending Council approval of the amended 2025 Seasonal Pay Matrix.

Attachments:

1. Approving Seasonal Pay Matrix Amendment - 2025
2. Proposed 2025 Recreation Seasonal Wage Scale

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDED CITY OF CLIVE
SEASONAL PAY MATRIX**

WHEREAS, the City desires to provide competitive wages per the Seasonal Pay Matrix,
and;

WHEREAS, following approval of the Seasonal Pay Matrix amendment, the City desires
to utilize and follow this pay matrix effective January 1, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF CLIVE, IOWA:

That the amended City of Clive Seasonal Pay Matrix is hereby approved and accepted by
the Clive City Council and the Mayor is hereby authorized and directed to execute said
agreement on behalf of the City; and the City Clerk is hereby authorized and directed to
attest to the signature of the Mayor to same.

PASSED AND APPROVED THIS 12TH DAY OF DECEMBER 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

City of Clive
Seasonal Pay Matrix
Effective 1/1/2025



Aquatics	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Swim Instructor Assistant (15 positions)	AQ-1	12.50	13.50	14.50	15.50	16.50	17.50
Aquatics Maintenance (2 positions)	AQ -1.5	14.00	14.50	15.00	15.50	16.00	16.50
Lifeguard (95 positions)	AQ-2	15.00	15.50	16.00	16.50	17.00	17.50
Swim Instructor (25 positions)	AQ-3	15.50	16.00	16.50	17.00	17.50	18.00
Pool Manager (4 positions)	AQ-4	18.00	18.50	19.00	19.50	20.00	20.50
Lesson Coordinator (1 position)	AQ-5	18.50	19.50	20.50	21.50	22.50	23.50

Parks/Public Works	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Parks/Public Works Maintenance I (3 month - 3 positions)	17.00	17.43	17.86	18.31	18.76	19.23	19.71
Parks/Public Works Maintenance II (7 month - 3 positions)	21.00	21.53	22.06	22.61	23.18	23.76	24.35

Recreation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Recreation Lead	18.00	19.00	20.00	21.00	22.00	23.00	24.00
Recreation Program Assistant I	14.00	15.00	16.00	17.00	18.00	19.00	20.00
Recreation Program Assistant II (Pool Ad/Con, Campbell Con)	10.75	11.75	12.75	13.75	14.75	15.75	16.75

Seasonal Internship	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Interns with Various Departments	16.00	17.00	18.00	19.00	20.00	21.00	22.00

Council Approved:



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: December 12, 2024

RE: Approve Pay Rate - Ryan Pfaff - Parks Maintenance Supervisor -
\$39.74/Hr - Effective 12/16/2024

SYNOPSIS:

Ryan Pfaff began his career with the city in February of 2005 as a Parks Operations Specialist. In 2015 Ryan transitioned to the Public Works department as an Operations Specialist. Then returned to the Parks Department in 2022 where he has been since. Over the last few years not only has Ryan been team member for his crew but has been the lead on many special projects in the community.

Attachments:

1. Parks Maintenance Supervisor
2. Pfaff Promotion Letter
3. Resume Pfaff

POSITION

Parks Maintenance Supervisor

FLSA CLASSIFICATION

Non-exempt

FACILITY AND WORK AREA

Parks and facilities within the City of Clive

**JOB SUMMARY**

Under general supervision of the Parks Manager, assists with the management and operations of the maintenance of the city park and trail system and city facilities. Responsible for the direct supervision, management, coordination, performance and evaluation of fulltime Operations Specialists (OS) and seasonal parks workers as assigned. Assists as requested with Parks Division project planning and annual budgeting requests. Coordinates and implements required training to meet safety and operational standards. Work with departmental co-workers as needed to accomplish various assignments and activities. Knowledge of parks and public works operations and facilities is required. Performs semi-skilled and skilled labor often involving the operation of light and medium construction equipment. Must possess an above average knowledge of equipment operations.

JOB FUNCTIONSExamples of Essential Job Functions

- Provides direct supervision, management, performance evaluation, and coordination of full time Operations Specialists (OS) and seasonal parks workers as assigned.
- Prepares and manages daily schedules for OS work assignments.
- Observes and participates in project work assignments and guides performance to ensure quality of work meets departmental standards.
- Coordinates and implements required training to meet safety and operational standards.
- Participates in maintenance and repair of park facilities, city property, alleys and parking lots and other areas as needed. Operates a variety of construction and maintenance equipment that may include but is not limited to: backhoe, grader, end loader, mower, trimmer, and other equipment as needed.
- Attends approved seminars to improve abilities, evaluate new ideas and to receive necessary continuing education.
- Coordinates yearly snow removal operations for parks, trails, and city facilities.
- Participates in park construction and maintenance activities as required.
- Must be organized and be able to manage multiple deadlines and other time pressures.
- Performs manual labor while assisting in the completion of various operational tasks which may include but are not limited to: loading and unloading heavy objects and materials, painting, shingling, weatherizing, and other miscellaneous repairs and maintenance.
- Regular attendance is essential for this position.
- Performs other duties as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, grasping, fingering, talking, hearing, repetitive motions.

Physical Characteristics of the Job

This position can be classified as heavy work requiring exertion of up to 50 to 100 pounds of force occasionally, and/or 25 to 50 pounds of force frequently, and/or 10 to 20 pounds of force constantly.

Environmental Conditions

The work is performed both inside and outside which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations, and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

General purpose maintenance equipment, general purpose hand tools, protective clothing, safety equipment, car/light truck, trucks, tractors, air compressor, electrical and welding equipment, combustible gas, drills, grinder, generator, mowers, pumps, saws, sprayers, extension cords, ladders, chains, measuring equipment, sledgehammer, hoses, oils, traffic control equipment, thermometers, hazardous chemicals and materials, calculator, personal computer, computer network, computer printer, computer software, SDS documentation, DNR rules, City of Clive Code of Ordinances, Code of Iowa, personnel policies, dictionary, typewriter, telephone, mobile radio, fax machine, photographic equipment, copier machine, mobile radio.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

- Ability to perform moderately difficult arithmetic, algebraic and geometric calculations.
- Ability to read and write identifying information; request supplies verbally or in writing.
- Ability to perform manual labor for extended periods of time, often in inclement weather.
- Ability to use a mobile radio and a telephone.
- Knowledge of construction operational hazards and applications of safety precautions.
- Knowledge of and ability to operate light, medium and heavy construction and maintenance equipment to be used in maintenance, repair and improvement of City infrastructure.
- Knowledge of traffic laws and regulations involved in equipment operation; knowledge of occupational hazards and safety precautions associated with the operation of tools and equipment.
- Ability to establish and maintain effective working relationships with the Director of Public Works, Public Works Supervisor, co-workers, subordinates and the public, community and volunteer groups.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

EDUCATION, TRAINING AND EXPERIENCE

Education Required

High school diploma or equivalent (G.E.D.) and at least one year of college study in an applicable field of study or equivalent work experience.

Preferred Experience

Two-year college degree in applicable field of study. At least one year of operating light and medium construction equipment or one year in a mechanical position.

Required Qualifications

- Valid Class B Commercial Driver's License (CDL) with air brakes and a good driving record for the past three years. Commercial Pesticide Applicator License 30T-6-7. D. Shall establish residency within 30 miles which takes less than 30 minutes to drive to the Parks Maintenance Facility within the first 3 months of employment. Shall be generally available for off-hour emergencies and/or work assignments.
- Ability to pass ongoing random alcohol and drug testing.
- Ability to obtain Certified Pool Operators Certification (CPO) within 3 months of hire.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: December 12, 2024

RE: Introduction of New Human Resource Administrative Specialist -
Alexandra Adams

SYNOPSIS:

After a very successful search and interviewing six strong finalist candidates, staff recommended the hire of Alexandra Adams to join the Clive team as our Administrative Specialist – Human Resources. Alexandra comes to the city with an extensive background in Human Resources and onboarding. Most recently, serving as the Senior Onboarding Specialist at a recruiting company, where she managed talent acquisition across multiple states and led a team. Alexandra has developed training programs, ensured compliance, and supported full-cycle recruitment. Previously, Alexandra worked as a Staff Development Specialist at Children & Families of Iowa, focusing on the training and onboarding process. Her education includes a bachelor's degree in psychology.

Please help us welcome Alex to the HR team.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: December 12, 2024

RE: Oath of Office - Police Officer Maggie Jennett-Selle

SYNOPSIS:

Oath of Office for new Police Officer Maggie Jennett-Selle.

Attachments:

1. OATH OF OFFICE Jennett3

OATH OF OFFICE

State of Iowa)

County of Polk) ss:

City of Clive)

Police Officer

I, Margaret Jennett-Selle, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all of the duties of the office of Police Officer, for the City of Clive, Iowa as now and hereafter required by Law.

Signature

Subscribed and Sworn to before me by the said Margaret Jennett-Selle this 12th Day of December, 2024.

Witness, City of Clive

City Clerk



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: December 12, 2024

RE: Oath of Honor - Police Officer Maggie Jennett-Selle

SYNOPSIS:

Oath of Honor, Maggie Jennett-Selle

Attachments:

1. Oath of Honor Jennett3

Law Enforcement Oath of Honor

*On my honor, I will never
betray my badge,
my integrity,
my character or the public trust.*

*I will always have the courage to hold
myself and others accountable for our actions.*

*I will always uphold the constitution,
my community and the agency I serve.*

Signature

Subscribed and Sworn to before me by the
said

Margaret Jennett-Selle this 12th day of
December, 2024.

Mayor, City of Clive

Chief of Police



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: December 12, 2024

RE: Oath of Office - Police Officer Gage Hawk

SYNOPSIS:

Oath of Office, new Police Officer Gage Hawk.

Attachments:

1. OATH OF OFFICE Hawk

OATH OF OFFICE

State of Iowa)

County of Polk) ss:

City of Clive)

Police Officer

I, Gage Hawk, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all of the duties of the office of Police Officer, for the City of Clive, Iowa as now and hereafter required by Law.

Signature

Subscribed and Sworn to before me by the said Gage Hawk this 12th Day of December, 2024.

Mayor, City of Clive

City Clerk



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: December 12, 2024

RE: Oath of Honor - Police Officer Gage Hawk

SYNOPSIS:

Oath of Honor, Gage Hawk.

Attachments:

1. Oath of Honor Hawk

Law Enforcement Oath of Honor

*On my honor, I will never
betray my badge,
my integrity,
my character or the public trust.*

*I will always have the courage to hold
myself and others accountable for our actions.*

*I will always uphold the constitution,
my community and the agency I serve.*

Signature

Subscribed and Sworn to before me by the
said

Gage Hawk this 12th day of December,
2024.

Mayor, City of Clive

Chief of Police



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: December 12, 2024

RE: Public Hearing - 2025-2029 Capital Improvement Plan

SYNOPSIS:

Following review of the preliminary 2025-2029 Capital Improvement Plan during the November 7th CIP Workshop, a public hearing was scheduled for consideration of the final draft of the 2025-2029 Capital Improvement Plan. Included in the packet is the proposed final draft of the 2025-2029 CIP document, including the City Manager transmittal memo, financial plans, project worksheets, and related maps.

There have been no significant changes in the plan since the workshop presentation. As previously mentioned, the current debt service levy will no longer support the anticipated project work; therefore, staff is recommending shifting levy authority from the general fund and trust and agency to support a debt service levy increase from \$1.48 to \$1.58. This will be reviewed in greater detail next year and as we have a better understanding on the anticipated development activity and as the broader property tax legislative impacts become more clear.

Staff would recommend approval of the attached Resolution Approving 2025-2029 Capital Improvement Plan.

Please feel free to contact me at ehansen@cityofclive.com or at 515-223-6220 prior to the meeting if you have any questions or need additional information.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: December 12, 2024

RE: Resolution Approving 2025-2029 Capital Improvement Plan

SYNOPSIS:

Staff would recommend approval of the attached Resolution Approving the 2025-2029 Capital Improvement Plan.

Attachments:

1. Council Resolution - Approve 2025-2029 CIP
2. Final Draft 2025-2029 Capital Improvement Plan

RESOLUTION APPROVING THE 2025-2029 CAPITAL IMPROVEMENTS PLAN

WHEREAS, this year the City reviewed and updated its five-year program for capital improvements; and

WHEREAS, investing in capital improvements is essential for the City to maintain its current infrastructure and provide expanded infrastructure to enhance municipal services and provide increased citizen mobility; and

WHEREAS, the planning for capital improvements is important for creating an environment that encourages job creation and business development; and

WHEREAS, over the past month the City Council has reviewed and developed a schedule of capital projects for the next five-years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clive, Iowa, that the City Capital Improvements Plan document for the years 2025 thru 2029 be approved.

PASSED AND APPROVED this 12th day of December, 2024.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Council Approved - 12/12/2024

Resolution #2024-

2025-2029 Capital Improvement Program





November 1, 2024

SUBJECT: 2025-2029 Capital Improvements Program

Mayor Edwards and Clive City Council Members,

On November 7th, the City Council and staff will hold a workshop to discuss the proposed 2025-2029 Capital Improvement Program (CIP) included herein. The discussion is an opportunity for the City Council to provide staff your insights and thoughts regarding the extensive infrastructure program proposed in this CIP, with a particular focus on proposals specifically targeting improvements directly related to the City's Strategic Planning Vision 2029:

- Clive is a Beautiful and Safe City with Great Residential Neighborhoods through Buildout
- Clive provides Exceptional Family Living and Opportunities for Personal Wellness
- Clive has the Distinctive Clive Greenbelt, and a Revitalized 86th Corridor/Neighborhoods

During the November 7th workshop, Administrative Services Director Elizabeth Hansen and staff will provide an overview of the proposed public investments to seek the City Council's direction on any modifications you would like to see in the final plan. Following the discussions during the workshop, the City Council is scheduled to hold a public hearing for the proposed 2025-2029 Capital Improvements Program on December 12th with action to approve the CIP to follow.

Several critical success factors influence how well the City of Clive can innovate to meet the challenges ahead; one of the most important is a smart, forward-looking, and integrated public investment program. You will find the focus of the proposed improvements is aligned around one or more of the Strategic Planning Goals:

- Financially Sound City Providing Services Valued by the Community
- Resilient City Facilities and Infrastructure
- Revitalized 86th Street Neighborhoods
- Distinctive Clive Greenbelt
- Great Place to Live: Premier Location for Families

Clive continues to be proactive in our response to changing demographics as the Des Moines Metropolitan Area thrives into one of the strongest mid-sized metros in the country. For more than a decade now, we annually have continued a process to prepare the capital improvements program that supports the City Council's vision for the community. Key to this strategy is the Council's recognition of the investment in infrastructure as a source of sustained competitive advantage for Clive.

Continuing to meet the growing needs of our community is made more difficult by the many financial constraints facing many cities, including Clive, for both the short-term and the long-term as we reach a built-out condition. Previous efforts to develop a long-term strategy and to prioritize short-term goals have helped achieve sustained prosperity. Clive has been deliberate, and tactical, and paid special attention to its fiscal responsibilities. Still, we have arrived at a time when we face significant challenges and threats to our ongoing efforts of competitiveness and economic growth.

Unquestionably, continued investment in effective and efficient infrastructure is a key factor supporting our core mission. This proposed public investment strategy takes a holistic view of the community, determining where and when to invest, articulates key objectives, and helps define schedules. This framework for strategic infrastructure investment respects two key realities: the City must perform on an array of prioritized goals, and the City has limited resources. The question is how to leverage these realities successfully as we balance the City's current needs with its expectations for a more resilient future.

Although a shift in thinking about our new realities is prudent, it is also critical to maintain an annual capital improvement process to develop a five-year capital improvement plan (CIP). The five-year capital improvement plan is developed from this year's capital improvement process for the City's fiscal years 2025/2026 through 2029/2030. The CIP process is intended to provide a format for departments to submit projects to the City Manager and City Council while providing an objective means for reviewing and ranking capital projects. The first year of the capital improvement program will be included as part of the budget submitted for Council approval in April 2025. The first two years of the program also determine the amount of infrastructure bonds and other debt instruments to be issued over the upcoming year(s).

Work on the 2025-2029 CIP has progressed on schedule to a point where information about projects and the corresponding financial plan is now ready for presentation to the City Council and approval. Notable observations about the 2025-2029 CIP include:

1. The 2025-2029 CIP responds to the City's Strategic Plan in numerous ways and based on the discussions of the City Council during its August 2024 strategic planning retreat the following changes have been made based on priorities determined during that retreat:
 - a. Continued focus on reinvestment in pavement rehabilitation and expansion. The proposed CIP identifies street rehabilitation/reconstruction-related projects at approximately \$8.5 million per year on average, with approximately \$2.0 million per year earmarked for pavement rehabilitation projects including patching and asphalt overlay.
 - b. Continued emphasis on investments in both existing and the development of new City parks and trail facilities. The proposed CIP identifies support for the redevelopment of existing parks such as Linnan Park and Rio Valley Park, while also making investments in parks in newly developed areas such as the Little Walnut Creek trail and Shuler Park. In addition, substantial projects are identified to implement the Greenbelt Master Plan with priority investments at Porter Shelter and Campbell Park, following the major construction at Greenbelt Landing.
 - c. Substantial investment in the developing portions of Clive, with nearly 30% of the proposed CIP being committed to road upgrades along the Alice's Road corridor.
 - d. Increased focus on flood mitigation and water resource efforts following the completion of the Water Resources Master Plan. This CIP outlines a specific focus of a multi-year

effort to address flood mitigation and property buyouts in the University Boulevard area and major stream stabilization along Little Walnut Creek.

- e. Improvements to the City Hall/Library facility to address safety issues and to increase customer service.
2. **Being strong fiscal stewards by offering a plan that increases the City's debt service levy from \$1.48 to \$1.58 within the approved financial policy for \$2.00 for non-referendum projects.** This is a change from years' past as \$1.48 has sustained the City's capital investments for over a decade. Now the demands warrant an adjustment to the levy with the likely shift of levy authority from the City's General Fund levy to maintain the City's overall \$9.92 consolidated property tax levy. In addition, with the approved Local Option Sales Tax (LOST) collections in both Polk and Dallas Counties, the City can deliver on several capital investments outlined in the public education campaigns for those LOST referendums.
3. The City continues to look for partnerships with neighboring cities for joint construction projects that are mutually beneficial, such as the reconstruction of Alice's Road with Waukee. In addition, the success of the Greenbelt Triad projects and flood mitigation efforts require additional partnerships and advocacy with our federal partners and neighboring communities to garner flood mitigation, water quality and quantity results both upstream and downstream within the Walnut Creek Watershed.
4. Needs in terms of continued infrastructure investment to encourage development and growth in the Shadow Creek and Emerald Isle areas.
5. An emphasis on maintaining the City's infrastructure using regular infrastructure replacement/rehabilitation programs for city streets and traffic systems, the Greenbelt Trail, stormwater management, and underground utilities.

Combined with the City Council's strategic planning efforts and prioritization, the annual CIP planning process provides an overall capital program. The process includes the establishment of a capital financing strategy, which involves major decisions and long-term commitments responsive to the purposes of limiting the cost of providing capital infrastructure and equipment while meeting the community's needs; ensuring financial strength and flexibility in the future; strengthening Clive's standing with the bond rating agencies, bond buyers, regulators, and the local community; and culminates in December 2024 with the City Council's adoption of the 2025-2029 CIP document. Policy guidance on the development of the 2025-2029 CIP is provided in the Clive Financial Policies for the Capital Improvements Program, approved by Council on May 26, 2016.

Pending further discussion of the 2025-2029 CIP, City Council approval of the new CIP is requested during the meeting on December 12, 2024. With this action, FY 25/26 capital expenditures and debt issues will be finalized and ready to be included in the City's final budget to be approved in April 2025.

I am pleased to forward for your review the attached CIP information including appendices, plan maps, and summaries of projects by year and funding source. I look forward to your direction regarding projects, timing, financing, and determining the scope of the 2025-2029 capital program.

Respectfully Submitted,



Matt McQuillen
City Manager

Capital Improvements Program (CIP)

The Capital Improvements Program (CIP) serves as an effective guide for the efficient and effective provision of public facilities, outlining the timing and financing schedules of capital and infrastructure projects for a five-year planning period, and for the next fiscal year's capital budget.

The CIP identifies capital needs, establishes priorities, and identifies potential funding sources. Key sources of identifying capital requirements include the Clive Comprehensive Plan as well as professional studies of facilities, transportation, utilities, and stormwater needs.

The CIP neither appropriates funds nor authorizes projects. The City Council must act to initiate each project. Proceedings to initiate capital improvements are presented when sources of funding are available.

The capital budget is a significant part of the FY 25/26 Budget. It represents costs associated with capital projects in the first year of the 2025-2029 Capital Improvements Program.

Capital projects may include land acquisitions, the construction of new buildings, additions to or renovations of existing buildings, construction or reconstruction of street and utility infrastructure, and major equipment purchases. Because of the size and magnitude of these projects, bond funds are a major source of financing for projects including utility projects.

Staff performs a systematic evaluation of capital project requirements, identifies any project changes, incorporates recommended changes, and submits the revised program to the City Council for consideration, modification, and adoption as a part of the annual budget process.

During the preparation and review of the recommended Capital Improvements Program, city management staff employed experience-based judgment to identify which projects can be accomplished within a given year, within the limit of the City's control. As would be expected, project expenditure and revenue estimates for the earlier years are more precise than in the later years of the plan.

Numerous sources are drawn upon to develop the expenditures included within this document including plans and/or studies completed or currently in process. A list of past and current plans and studies is provided following this memo in Appendix #1.

Capital Improvement Program projects scheduled for completion during each year for the next five-year period are summarized in Appendices 2 and 3. Maps showing the overall plan, pavement rehabilitation-specific plans, and water main rehabilitation plans are also included in Appendices 5, 6, 7, and 8.

Process

The annual capital improvement process was created for the purpose of developing a five-year capital improvement program. The five-year capital improvement process is for projects occurring in the fiscal years beginning with FY25/26 through FY 29/30. This generally corresponds to the construction of improvements in the calendar years 2025 through 2029. The CIP process is intended to provide a format for departments to submit projects to the City Manager and the City Council while providing an objective means for reviewing and ranking capital projects. The first year of the capital improvement program will be included as part of the budget submitted for Council approval next April. The first two years of the

program also determine the amount of bond issues and other debt instruments that will be issued over the upcoming year(s).

The capital improvement process includes a submittal form that gathers information about capital projects including information on the department, the project type and purpose, funding sources, underlying City studies, and reasons for the project's timing. These factors will be combined with other factors such as relevance to City Council goals, method of financing, and whether it is new or replacement work. Evaluation criteria will be applied to the relevant factors to provide each project with a score that will be used to rank and prioritize each project.

Since the financing for the first year of projects will be issued through a bond in early 2024 and the expenditures for these projects will also become part of the adopted budget, the emphasis in the capital improvement process will be on the first year of the capital program. The projects for the remaining four years of the program will become part of the City's long-term financial plan and five-year capital improvement plan and will not generally have debt issued for them until future years. These projects are still an important part of the capital improvements program as they help shape the debt issues and debt service levy into the future.

Synopsis

The Capital Improvements Program for 2025-2029 totals \$123,515,053 and represents an approximately 12% increase from the previous five-year CIP. Of this total 44% is for transportation-related projects (whether street rehabilitation, traffic safety, or new street projects), 17% is for Greenbelt/parks facilities, 16% for flood mitigation, 20% is for municipal utility projects, 2% for the city facilities and 2% for capital equipment (replacement of Fire Engine).

Capital Budget requirements for FY 25/26 total approximately \$45.6 million. Capital spending authorizations by year are contained in Appendix 2 and for the upcoming year include:

▪ Transportation Improvements	\$14,924,970
▪ Utility Maintenance	\$ 3,137,806
▪ Greenbelt/Park Facilities	\$ 9,975,000
▪ Flood Mitigation	\$14,950,000
▪ City Facilities	\$ 2,000,000

This program represents a concerted effort to ensure that needed capital projects and infrastructure are in place promptly to accommodate continued growth and development in the community. The staff has worked to mitigate the impact debt service requirements would have on the annual property tax levy through careful review of the need for the projects, the timing of these projects, and by making several policy recommendations for funding, described in other sections of this document.

Program Overview

The capital improvement program provides an organized timeline and objective grading criteria to schedule capital projects and plan long-term debt. The annual program calendar starts in August following the Strategic Planning process and culminates in December so next year's capital expenditures and debt issues are finalized and ready to be included in the City's budget for the next fiscal year.

As a part of the process, capital projects are individually submitted on forms by each department. The projects are then evaluated based on the information provided on the forms. The following criteria are used for evaluating capital projects:

- Source of funding, including the availability of additional revenue.
- Total project cost (design and development) and schedule for completion.
- Operating and maintenance costs for at least five years following completion.
- Useful life of the asset.
- Benefits to the City include, but are not limited to, the effect on future operating and maintenance costs, economy, services, public health and safety, environment, a segment of the population to be affected, and special considerations.
- Alternatives considered.
- Consequences of not funding or deferral.
- Evaluation of citizen input.
- Impact on strategic goals for the City.

These urgency-of-need criteria are used as general guidelines pointing to, rather than determining priorities among capital project requests. In evaluating the urgency of need, affordability is given strong consideration.

Once the projects are evaluated using the above criteria, they will then be ordered based on their fund source and project year. Project summaries and orders will then be reviewed by the City Manager and organized for presentation to the City Council.

Program Calendar

November 7, 2024

City Council CIP Workshop. The City Manager and City Council review the capital budget process overview, capital planning, and project ranking/priority list for the Fiscal Year 25/26 and review the financial plan and debt service requirements for the proposed 2025-2029 CIP. Feedback from citizens is considered and discussion is held on Council preferences.

November 14, 2024

During the regular meeting, the City Council sets a public hearing for consideration of the proposed 2025-2029 CIP for the December 12th meeting.

December 12, 2024

Following a public hearing, the City Council approves the 2025-2029 Capital Improvements Program and distribution of the final digital CIP book.

April 10, 2025

Following a public hearing, the City Council considers the Fiscal Year 25/26 Budget for adoption, including Debt Service Fund appropriation and 2025-2026 capital project expenditures.

City Council CIP Policies

The following is the Capital Improvements Program Section of the Clive Financial Policies approved by the City Council on May 26, 2016.

CAPITAL IMPROVEMENTS PROGRAM

Policies for the capital improvements program are intended to encourage planning for future growth and infrastructure repair within the framework of the City's financial policies.

General Policies

- A. The City should prepare and annually update at, a minimum, a five-year capital improvement program (CIP). This program should identify future capital project expenditures made necessary by anticipated changes in population, infrastructure replacement and extension, economic base, and/or land use. The improvement of land or buildings that are greater than \$5,000, is not an ordinary repair or maintenance expenditure and has a useful life of three years or more. A capital improvement is budgeted in the Capital Improvement Fund if it is greater than \$50,000 and has a useful life of ten years or more especially if funded through general obligation bonds.
- B. The operating and maintenance cost of a proposed capital improvement shall be calculated to determine the "true cost" of each improvement and assist in the programming of future overall revenue requirements of the City.
- C. The capital improvements plan will include the costs, timing, and sources of funding and the estimated impact of future revenue requirements for each project. These calculations shall reflect adjustments for inflation.
- D. The capital improvements plan should maintain the City's assets at a level adequate to protect the City's capital investments, minimize future maintenance and replacement costs, and provide for an adequate level of service.
- E. The annual expenditures identified in the CIP should be fully funded from financial resources that are anticipated to be current and available.
- F. Grants and similar forms of intergovernmental assistance should be used to finance only those projects identified in the CIP or other planning documents as the community needs.
- G. A fiscal impact analysis should be performed on all projects for which the City's financial participation is requested by the private sector. This analysis should identify anticipated direct and indirect public costs and revenues associated with the proposed project.
- H. Evaluate all requests for capital improvement projects using the following criteria:
 - 1. Source of funding, including the availability of additional revenue.
 - 2. Total project cost (design and development) and schedule for completion.
 - 3. Operating and maintenance costs for at least a five-year period following completion.
 - 4. Useful life of the asset.
 - 5. Benefits to the City including, but are not limited to, the effect on future operating and maintenance costs, economy, services, public health and safety, environment, a segment of the population to be affected, and special considerations.
 - 6. Alternatives considered.
 - 7. Consequences of not funding or deferral.
 - 8. Evaluation of citizen input.
 - 9. Impact on strategic goals for the City.

- I. Design facilities using current technology to be efficient and cost-effective, protect the public welfare, and minimize adverse effects on the environment. Revise cost estimates after completion of design.
- J. Priority will be given to the replacement or repair of existing assets, before consideration of new or expanding infrastructure.
- K. Plan facility needs a built-out population of 25,000. If additional city space becomes available, consolidate offices into the fewest number of buildings as much as possible.
- L. Where possible identify and encourage opportunities where leveraging resources with neighboring or overlapping governmental jurisdictions is beneficial for joint infrastructure projects or studies/analysis.

DEBT MANAGEMENT POLICIES

The issuance of debt is a necessity for the financing of many major capital improvements. Determining the method and timing for financing is subject to numerous considerations. The City's debt policies are intended to encourage conservative debt management while maintaining the flexibility to use the various financing mechanisms that are available to the City.

The City's overall tax levy must be reflective of the impact of debt issuance. Alternative revenue sources will be used when practicable to maintain an overall tax rate consistent with the general philosophy of municipal service determined by the City Council.

The cost of financing through the issuance of debt is also affected by the strength of the City's financial position. Bond ratings and investors' bids are influenced by the City's debt management policies, as well as the overall financial policies of the City. It is the City's goal to maintain debt management policies that keep outstanding debt within manageable levels, and which maintain the City's flexibility to issue debt in the case of unusual circumstances beyond the City's control.

General Policies

- A. Long-term borrowing shall be limited to capital improvement projects that cannot be financed from current revenues and to capital equipment with a useful life of 10 years or greater and a purchase cost of \$400,000 or greater. The long-term debt shall not be used for current operations.
- B. Any capital improvement projects or capital equipment financed through bonds should be financed for a period not to exceed the expected useful life of the project, facility, or equipment.
- C. All essential cooperate purchase projects shall be targeted for no more than ten-year bonds and general corporate purposes shall be targeted for no more than twenty-year bonds unless special circumstances warrant adjustments to these schedules.
- D. Total debt outstanding, including overlapping debt, will be considered when planning additional debt issuance.

- E. The City's share of paving projects, including the cost of over-width or over-depth paving of major streets, should be financed with road use tax funds or other revenue sources when funds are appropriate and available.
- F. The City's share of utility projects, including the cost of over-sizing of water, sewer, and stormwater mains, should be financed with utility funds and other revenue sources when funds are appropriate and available.
- G. The use of general obligation bonds for projects does not dismiss the potential of pro rata payment for debt service by specifically benefited funds such as tax increment financing, road use tax, water, sewer, or stormwater.
- H. Financing requirements will be reviewed annually. The timing for financing will be based on the City's need for funds, market conditions, and debt management policies.
- I. The City will maintain good communications with bond rating agencies about its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus.
- J. Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered if and when there is a net economic benefit of the refunding or the refunding is essential to release restrictive bond covenants, which affect the operations and management of the City.
- K. The City will annually review opportunities to convert projects historically utilizing pay-as-you-use financing (debt) to pay-as-you-go financing (cash) to reduce long-term debt.

Debt Limitations

- A. Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, the type of debt being issued, and the nature and type of repayment source. Moreover, to the extent possible, the City will design the repayment of its overall debt to rapidly recapture its debt capacity for future use.
- B. Bond issues should be scheduled so that the City's total debt service schedule has relatively level principal and interest payments over the life of the debt. "Backloading" of costs will only be considered when such structuring is beneficial to the City's overall amortization schedule.
- C. Total unabated general obligation debt service in any year should not exceed 50% of general fund revenues.
- D. Total unabated general obligation debt service will follow the establishment of an annual target that takes into consideration taxable valuation growth, the capital improvement program, and the City's ability to maintain a stable or declining debt service levy rate.
- E. Total general obligation indebtedness should not exceed 75% of the limit prescribed by State statute, which is currently 5% of actual assessed property values within the City.
- F. Cash balances and reserves in excess of \$100,000 may be used to meet debt service obligations.
- G. Mindful of the need to adequately program and fund necessary capital improvements, the City will attempt to maintain general obligation bond principal per capita debt levels at rates reflective of infrastructure needs, population growth, and bond rating standards.

- H. The City's property tax levy funding debt service payments for general obligation bonds (Debt Service Levy) shall not exceed a rate of \$2.00/\$1,000 of taxable valuation, excluding voter-approved referendum bond projects.

Financial Plan - Capital Improvements Program (CIP)

Annually the City undertakes a wide variety of infrastructure projects ranging from water/sewer pipe installation to paving of city streets. The same goes for the funding of those projects, with an assortment of funding sources from levying property taxes to federal appropriations. A constant challenge for city staff is trying to find resources beyond property taxes to help with maintaining and enhancing the City's infrastructure while lessening the burden on Clive taxpayers.

The financial plan for the proposed 2025-2029 looks to leverage more than \$100 million in resources. When discussing a financial plan for a CIP, the issuing of debt to cover project obligations is always a critical factor. The financial plan uses the City's traditional method of using 10 & 20-year infrastructure bonds for permanent financing. The following summary provides a breakdown of each major funding category the City uses to provide resources for projects. Following the summary please refer to Appendix 3 for a detailed view of financing for each CIP project. The proposed financial plan was shared with Public Financial Management (PFM) for them to perform levy projections to estimate the bonding capacity if the City maintains the \$1.48 levy versus a proposed increase to \$1.58 to allow for more bonding capacity of approximately \$5.5 million per year in GO bonding. The PFM projections are included in Appendix 4.

Property Tax

Property taxes, specifically those collected via the City's debt service levy, are the largest sources of revenue for the proposed CIP, representing about \$43.1 million or 31% of the overall financial plan. Property tax revenue is used to make principal and interest payments for any general obligation (GO) debt issued by the City to pay for infrastructure projects. There are five types of GO debt issued by the City, with all types backed by the full faith and credit of the city's taxing authority:

- 1) Regular GO debt – debt service levy only.
- 2) Water-abated GO debt – reimbursement received from City's water fund.
- 3) Sewer-abated GO debt – reimbursement received from City's sewer fund.
- 4) Storm-abated GO debt – reimbursement received from City's stormwater fund.
- 5) Tax increment financing-abated GO debt – reimbursement received from capturing taxes paid to all taxing authorities on certain new commercial & industrial properties.
- 6) Referendum approved GO debt – additional debt service levy authority for capital projects approved by a vote of a super-majority (60%) of Clive taxpayers.

The City's current debt service tax rate of \$1.48 is not expected to be sufficient for projects currently identified to receive GO Debt funding due to the recent property tax rollback; thus, **the plan is presented recommending an increase in the Debt Service tax rate to \$1.58**. Due to the sizable increase of park and Alice's Road Reconstruction-related projects in the 2025-2029 proposed CIP, substantially more resources are needed to meet those project needs. If the City's taxable valuation projections were to drastically change, then the debt service levy would need to be reassessed.

Tax Increment Financing (TIF)

The use of tax increment financing (TIF) to abate some of the GO debt issued by the City, is a way for the city to allow for growth, specifically commercial & industrial growth, to pay for itself. Of the \$43.1 million of GO debt discussed above, the City is anticipating TIF abatements to support almost \$16 million in project costs contained within the City's Urban Renewal Area. Most of the funding will be utilized to support the construction of the various Alices Road corridor improvements over the next 5+ years.

Local Option Sales Tax (LOST) Revenues

The City receives Local Option Sales Tax revenues from the State of Iowa. 50% of the revenues received are directed towards property tax relief purposes such as paying for the debt of the new Public Safety Center and financial support in the General Fund for the collaboration with the City of Urbandale for Fire/EMS services from Station #43. The non-property tax relief LOST revenues from both the Polk and Dallas County portions of Clive will provide \$2.2 million the first year and is projected to provide a slight increase per year for capital projects identified in the approved referendum language for each LOST election. A majority of the available LOST project funding has been allocated to street rehabilitation, street reconstruction, and/or Greenbelt land acquisitions and trail replacement projects.

Municipal Utility Revenues

The City's municipal utilities (water, sewer, stormwater) help support numerous infrastructure projects to ensure each utility can adequately provide service to Clive's utility customers. Resources from the utility funds make up around \$12.4 million, or 9%, of the proposed CIP financial plan. Funds from the utilities go to pay for abatements of the GO-issued debt discussed above. Another option is for the utilities to issue debt directly and pay principal and interest payments based on the revenues of the utility. These debt instruments are called Revenue Bonds, and unlike GO Bonds, are not backed by the full faith and credit of the City's taxing authority. Instead, the Bonds are supported by the amount of revenue each utility generates. One additional debt instrument is a loan from the State Revolving Fund (SRF). Iowa's SRF provides low-interest loans to communities looking to provide enhanced sewer service to its residents and recently a new SRF provision has been created to provide for low-interest loans for certain stormwater management projects. Currently, the City is only utilizing utility resources for GO bond abatements. There are no outstanding SRF or Revenue Bonds for the City. In addition, annual cash transfers are planned from the Water, Sewer, and Stormwater Funds to pay for the annual maintenance programs identified in the CIP.

The City is anticipating funding support from the Water and Sewer Utilities for a series of water and sewer main replacement projects associated with street rehabilitation and reconstruction in the CIP. These projects are recommendations from utility system studies completed by engineering consultants over the past few years.

In addition, the proposed CIP identifies a series of water resource-related investments in both stormwater management projects, streambank stabilization, and flood mitigation efforts. City staff anticipates these

stormwater efforts to continue to grow in the coming years as the City outlines more detailed flood mitigation strategies and incorporates the recommendations from the Water Resources Master Plan. As will be noted in the grants section below, the City has secured a substantial amount of federal resources to advance flood mitigation strategies in the University Boulevard corridor.

The fees supporting the utilities are analyzed on an annual basis by the city's financial adviser, Public Financial Management (PFM). Due to increases from the City's water supplier, Des Moines Water Works (with the transition over to Central Iowa Water Works coming in 2025), Clive has made substantial increases to its water rates in the past. With more recent stability in the Water Fund, the rate increase in the past year was minimal. Multiple utility infrastructure projects are planned soon and the cash flows for these utilities have been planned for these projects to minimize any impacts of future rate increases. In addition, the stormwater utility will need adjustment in future years to allow for enhanced stormwater-related efforts discussed above.

Utility Franchise Fees

After taxes and municipal utilities, the 5% electric and gas utility franchise fee generates about \$7.5 million in revenue for 2025-2029 CIP, approximately 6% of the CIP's financial plan. As required by the franchise fee's Revenue Purpose Statement, all these revenues are supporting the City's Annual Street Rehabilitation Program. The City is currently estimating revenue of approximately \$1,500,000 per year coming from the franchise fee. If the City begins to experience higher revenues from the franchise fee, those funds will go toward accelerating street rehabilitation projects.

Grants, Intergovernmental & Private Donations

Every year city staff look for opportunities outside of the normal funding mechanisms (taxes and utility rates) to assist with the construction of infrastructure projects. These opportunities can include awards of federal and state grants, regional resources, assistance from other taxing bodies, and donations from private entities. The proposed CIP financial plan identifies approximately \$21 million to be received from donations, grant awards, or intergovernmental assistance, representing 15% of all revenue sources. A significant portion of the grant funding is anticipated to come from various FEMA Hazard Mitigation programs in support of the University Boulevard Flood Mitigation Plan and relocation of the University Boulevard Water Pump Station.

Additionally, staff are focused on securing grants and private donations for future Greenbelt Triad projects such as Porter Shelter redevelopment and Campbell Park Bridge replacement, similar to the funding strategy utilized for the Greenbelt Landing project currently under construction. Other major grants that are secured and being sought for is the Alice's Road Reconstruction project, a joint project with the City of Waukee. The City has already secured MPO grant funds for Alice's Road and continues to seek more.

Miscellaneous Revenues

The financial plan relies on a few miscellaneous revenue sources to support CIP projects totaling nearly \$141.9 million or 30% of all revenue sources. In 2025 existing capital funds are supporting several projects, with these funds being previously bonded. Additionally, cash available in project funds is utilized

for small elements of some CIP projects, particularly during the design phase of the project. For example, the City recently bonded for capital funds (through a TIF-abated bond issue) to support the City Hall project and development-related infrastructure out west. Since these funds are already bonded they are included in this category.

In addition, Clive is working with the City of Waukee on the upcoming Alice's Road Reconstruction project. This collaboration includes resources coming from the City of Waukee to support their portion of the project. Included in the proposed CIP is over \$6.7 million in support from Waukee for Alice's Road reconstruction. The City also worked with Waukee to allow them to install a new sanitary sewer through our community along Little Walnut Creek. Due to this project the City has secured \$1 million in resources coming to Clive from Waukee to support the restoration efforts along Little Walnut Creek following the sewer installation last year.

Financial Plan Overview

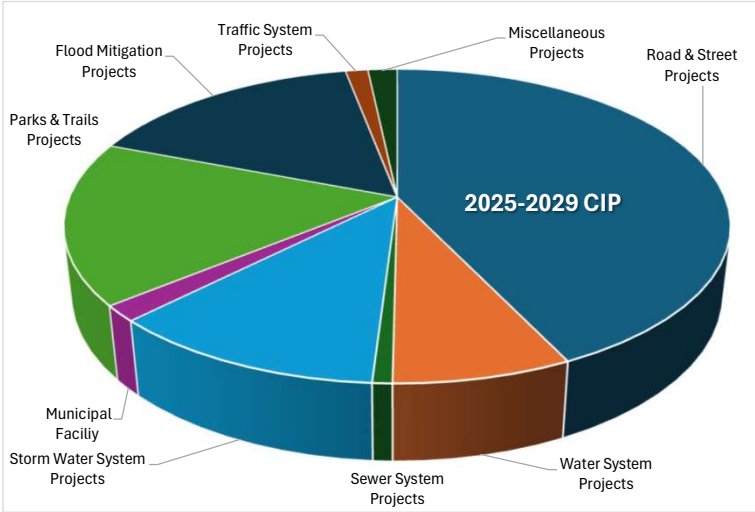
The financial plan presents a diversified approach to funding the proposed 2025-2029 capital improvements program with nearly 50% coming from non-property tax sources. The plan focuses on finding non-traditional revenue sources to lessen the burden on Clive taxpayers and aggressively seeks partnerships for enhancing the city's infrastructure. This CIP financial plan includes a heavy reliance on regular GO debt, with substantial investments in infrastructure rehabilitation through the City's utility franchise fee and LOST revenues. Below is a quick summary of the funding sources.

<u>Funding Source</u>	<u>Revenue (\$)</u>	<u>% of Overall</u>
Property Taxes	\$43,102,975	31%
Local Option Sales Tax Revenues	\$12,270,000	9%
Utility Franchise Fee	\$ 7,500,000	6%
Municipal Utility Revenues	\$12,365,000	9%
Grants, Intergovernmental & Private	\$21,100,000	15%
Miscellaneous Revenues	<u>\$41,904,206</u>	<u>30%</u>
	\$138,242,181	100%

The financial plan section completes the submittal of the proposed 2025-2029 Capital Improvements Program for the City Council's consideration. If any adjustments in project expenditures are made by the Council, similar adjustments will be made to the financial plan. The Council is scheduled to hold a public hearing on the CIP and approve the final draft of the 2025-2029 Capital Improvements Program during the December 12th Council meeting.

Capital Fund(s) Projections

10/28/2024



Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30	Total CIP
	Projected	Projected	Projected	Projected	Projected	Projected
Cash Balance, July 1	33,627,247	24,304,726	16,644,326	19,278,676	23,908,189	
Bonds	9,144,000	8,400,000	8,545,225	8,500,000	8,513,750	43,102,975
Utilities (Transfers)	2,020,000	3,065,000	2,540,000	2,650,000	2,090,000	12,365,000
Franchise Fees (Transfers)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
LOST (Transfers)	2,205,000	2,445,000	2,620,000	2,500,000	2,500,000	12,270,000
General Fund (Transfers)	-	-	-	-	-	-
Road Use (Transfers)	-	-	-	-	-	-
Interest	1,300,000	900,000	525,000	725,000	900,000	4,350,000
Grants	14,425,000	4,800,000	625,000	125,000	1,125,000	21,100,000
Other Reimb	5,693,515	3,003,850	999,375	3,000,000	1,360,000	14,056,740
Funds Available	69,914,762	48,418,576	33,998,926	38,278,676	41,896,939	
Expenditures*	45,610,036	31,774,250	14,720,250	14,370,487	17,040,030	123,515,053
Ending Balance, June 30	24,304,726	16,644,326	19,278,676	23,908,189	24,856,909	

Category / Project	Project #	Fund #	Activity #	2025-26	2026-27	2027-28	2028-29	2029-30	Total CIP
				Projected	Projected	Projected	Projected	Projected	
Road & Street Projects									
Total Road & Street Projects				14,713,970	9,740,250	5,983,250	10,210,000	12,299,030	52,946,500
Water System Projects									
Total Water System Projects				622,500	4,300,000	1,410,000	1,610,000	1,100,000	9,042,500
Sewer System Projects									
Total Sewer System Projects				200,000	200,000	200,000	200,000	200,000	1,000,000
Storm Water System Projects									
Total Storm Water System Projects				2,315,306	11,299,000	180,000	180,000	180,000	14,154,306
Municipal Facility Improvements									
Total Municipal Facility Improvements				2,000,000	-	-	-	-	2,000,000
Parks & Trails Projects									
Total Parks & Trails Projects				9,975,000	1,600,000	6,200,000	450,000	2,500,000	20,725,000
Flood Mitigation Projects									
Total Flood Mitigation Projects				14,950,000	3,500,000	500,000	500,000	500,000	19,950,000
Traffic System Projects									
Total Traffic System Projects				211,000	1,020,000	122,000	124,000	126,000	1,603,000
Miscellaneous Projects									
Total Miscellaneous Projects				622,260	115,000	125,000	1,096,487	135,000	2,093,747
Total Capital Projects (Expenditures)				45,610,036	31,774,250	14,720,250	14,370,487	17,040,030	123,515,053

Revenue by Source	2025-26	2026-27	2027-28	2028-29	2029-30	
	Projected	Projected	Projected	Projected	Projected	
Bonds						
GO Bonds	5,444,000	5,400,000	5,545,225	5,500,000	5,500,000	27,389,225
GO Bonds (TIF)	3,700,000	3,000,000	3,000,000	3,000,000	3,013,750	15,713,750
Total Bonds	9,144,000	8,400,000	8,545,225	8,500,000	8,513,750	43,102,975
Other Financial Sources						
Interest						-
Franchise Fees	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
LOST- Dallas	900,000	945,000	1,050,000	1,000,000	1,000,000	4,895,000
LOST- POLK	1,305,000	1,500,000	1,570,000	1,500,000	1,500,000	7,375,000
Total Other Financial Sources	3,705,000	3,945,000	4,120,000	4,000,000	4,000,000	19,770,000
Utilities (Transfers)						
Water	1,500,000	1,735,000	1,320,000	1,520,000	1,340,000	7,415,000
Sewer	-	750,000	700,000	600,000	200,000	2,250,000
Storm Water	520,000	580,000	520,000	530,000	550,000	2,700,000
Total Utilities	2,020,000	3,065,000	2,540,000	2,650,000	2,090,000	12,365,000
Grants						
State						-
Federal	14,425,000	4,800,000	625,000	125,000	1,125,000	21,100,000
Total Grants	14,425,000	4,800,000	625,000	125,000	1,125,000	21,100,000
Existing / Reimbursements						
Cash on Hand	14,323,566	9,583,500	822,000	2,867,400	251,000	27,847,466
Misc / Reimbursements	5,693,515	3,003,850	999,375	3,000,000	1,360,000	14,056,740
Total Existing / Reimbursements	20,017,081	12,587,350	1,821,375	5,867,400	1,611,000	41,904,206
Total Capital Projects (Revenues)	49,311,081	32,797,350	17,651,600	21,142,400	17,339,750	138,242,181

*Revenues are higher than Projected
Expenses due to bond sales prior to the
actual expense.

FY 2025-26				BOND PROCEEDS		FRANCHISE	LOST		CASH/TRANSFERS OF EXISTING FUNDS						OTHER/	
PROJECT	PRJ #	FUND	FY26	LEVY	TIF	FEES	DALLAS	POLK	GRANTS	WATER	SEWER	SWATER	RUT	EXISTING	MISC	Notes
Clive City Hall/Library Renovations	ADM-02	350	2,000,000	900,000	700,000	-	-	-	-	-	-	-	-	400,000		ARPA Int
Airport Terminal Project	ADM-03	483	517,260											517,260		
Soil Quality Restoration	ADM-04	332	75,000							50,000				10,000	15,000	Customer Cost Share
Tree Sale	ADM-05	358	10,000							10,000						
Water Resources Grant	ADM-06	357	20,000									20,000				
University Boulevard Flood Mitigation Plan Implementation	CD-01	342	14,950,000						14,300,000					650,000		FEMA Reimbursement
Annual Greenbelt Trail Replacement Program	LS-01	391	150,000					130,000						20,000		
Greenbelt Landing	LS-05	374	6,500,000											6,500,000		
Linnan Park Improvements	LS-09	387	3,000,000											3,000,000		
Greenbelt Land Acquisitions	LS-15	371	250,000				125,000		125,000							REAP Grant
Rio Valley Park Improvements	LS-18		75,000					75,000								
Annual Sanitary Sewer Rehabilitation Program	PW-01	429	200,000											200,000		Transfer from 433
Annual Water Main Replacement & Extension Program	PW-02	435	100,000							100,000						
Annual Storm Water Improvement Program	PW-03	427	100,000									100,000				
Annual Street Rehabilitation Program	PW-04	476	2,150,000			1,500,000	200,000	450,000								
Annual Traffic Improvement & Safety Program	PW-05	334	211,000	200,000										11,000		
Alices Road Right-of-Way Acquisitions	PW-06	464	750,000	750,000												
University Boulevard Pump Station Improvements	PW-07	435	202,500							150,000				52,500		
Harbach Reconstruction (Phase 2)	PW-10	395	1,000,000	-	-		250,000	650,000						100,000		
Water Main Replacement (Forest Ave)	PW-12	435	300,000							300,000						
Water Main Replacement (NW 78th St and NW 80th St Design)	PW-15	435	20,000							20,000						
Alices Road Reconstruction (Phase I) - Corp limits to Dellwood	PW-20 (1A)	464	8,147,820	2,470,000	-					500,000		400,000		1,000,000	3,783,865	Waukee 50%, 457 Trans
Alices Road Reconstruction (Phase I) - Dellwood to Douglas	PW-21 (1B)	464	1,492,150	-	3,000,000		325,000	-		370,000				687,500	804,650	Waukee 50%
Berkshire & Douglas Intersection	PW-22	464	924,000	924,000												
Alices Road Reconstruction (Phase II) - Intersection of Alices & Douglas	PW-23	464	250,000	200,000											50,000	Waukee
Little Walnut Creek Stream Restoration and Trail Improvements	PW-29	389	2,215,306											1,175,306	1,040,000	Waukee
45,610,036				5,444,000	3,700,000	1,500,000	900,000	1,305,000	14,425,000	1,500,000	-	520,000	-	14,323,566	5,693,515	

FY 2026-27				BOND PROCEEDS		FRANCHISE	LOST		CASH/TRANSFERS OF EXISTING FUNDS						OTHER/	
PROJECT	PRJ #	FUND	FY27	LEVY	TIF	FEES	DALLAS	POLK	GRANTS	WATER	SEWER	SWATER	RUT	EXISTING	MISC	Notes
Soil Quality Restoration	ADM-04	332	75,000							50,000					25,000	Customer Cost Share
Tree Sale	ADM-05	358	10,000							10,000						
Water Resources Grant	ADM-06	357	30,000									30,000				
University Boulevard Flood Mitigation Plan Implementation	CD-01	342	3,500,000						2,500,000					1,000,000		FEMA Reimb
Campbell Park Improvements	LS-10	369	100,000	100,000												
Porter Shelter Improvements	LS-11	366	200,000	200,000												
Shuler Pond Development	LS-12		50,000				50,000									
NW 82nd Street Trail Project - Harbach to University	LS-14		210,000				210,000									
Greenbelt Land Acquisitions	LS-15	371	250,000				125,000		125,000							
Flood Buyout - Temporary Park	LS-16	342	40,000											40,000		
Rio Valley Park Improvements	LS-18	435	750,000	750,000												
Annual Sanitary Sewer Rehabilitation Program	PW-01	429	200,000								100,000			100,000		Trans from 433
Annual Water Main Replacement & Extension Program	PW-02	435	100,000							100,000						
Annual Storm Water Improvement Program	PW-03	427	100,000									100,000				
Annual Street Rehabilitation Program	PW-04	476	2,600,000			1,500,000		1,100,000								
Annual Traffic Improvement & Safety Program	PW-05	334	120,000	100,000										20,000		
Alices Road Right-of-Way Acquisitions	PW-06	464	2,000,000	1,500,000	500,000											
University Boulevard Pump Station Improvements	PW-07	435	2,900,000						2,175,000	725,000						BRIC Match Funds Grant
Sunset Terrace Reconstruction (NW97th to NW 99th Ct)	PW-09	476	10,000				10,000									
Harbach Reconstruction (Phase 2)	PW-10	395	1,500,000					200,000		300,000	650,000	350,000				
Water Main Replacement (NW 78th St and NW 80th St Design)	PW-15	435	1,300,000				550,000	200,000		550,000						
Alices Road Reconstruction (Phase I) - Dellwood to Douglas	PW-21 (1B)	464	2,254,850	850,000										1,173,500	1,029,850	Waukee
Alices Road Reconstruction (Phase II) - Intersection of Alices & Douglas	PW-23	464	1,125,400		2,500,000										281,350	Waukee 25%
Little Walnut Creek Stream Restoration and Trail Improvements	PW-29	389	11,199,000	1,000,000								100,000		7,000,000	1,667,650	See Green Sheet
Swanson Ave Railroad Crossings	PW-30		50,000											50,000		476
Swanson Blvd Rehab Project	PW-31		200,000											200,000		476
Traffic Cabinet Replacement and Infrastructure Upgrades	PW-33		900,000	900,000												
31,774,250				5,400,000	3,000,000	1,500,000	945,000	1,500,000	4,800,000	1,735,000	750,000	580,000	-	9,583,500	3,003,850	

FY 2027-28				BOND PROCEEDS		FRANCHISE	LOST		CASH/TRANSFERS OF EXISTING FUNDS						OTHER/	
PROJECT	PRJ #	FUND	FY28	LEVY	TIF	FEES	DALLAS	POLK	GRANTS	WATER	SEWER	SWATER	RUT	EXISTING	MISC	Notes
Soil Quality Restoration	ADM-05	332	75,000							50,000					25,000	Customer Cost Share
Tree Sale	ADM-06	358	10,000							10,000						
Water Resources Grant	ADM-07	357	40,000									40,000				
University Boulevard Flood Mitigation Plan Implementation	CD-01	342	500,000											500,000		
Annual Greenbelt Trail Replacement Program	LS-01	391	1,500,000	1,500,000												
Alice Road Park	LS-08	386	200,000	200,000												
Campbell Park Improvements	LS-10	369	300,000	300,000												
Porter Shelter Improvements	LS-11	366	3,000,000		2,000,000				500,000						500,000	Donations
Shuler Pond Development	LS-12		350,000	350,000												
NW 82nd Street Trail Project - Harbach to University	LS-14		600,000	600,000												
Greenbelt Land Acquisitions	LS-15	371	250,000	125,000					125,000							
Annual Sanitary Sewer Rehabilitation Program	PW-01	429	200,000								200,000					
Annual Water Main Replacement & Extension Program	PW-02	435	100,000							100,000						
Annual Storm Water Improvement Program	PW-03	427	100,000									100,000				
Annual Street Rehabilitation Program	PW-04	476	2,000,000			1,500,000	250,000	250,000								
Annual Traffic Improvement & Safety Program	PW-05	334	122,000	100,000										22,000		
Colby Avenue Reconstruction (NW97th St to NW 99th Ct)	PW-08	476	10,000					10,000								
Sunset Terrace Reconstruction (NW97th to NW 99th Ct)	PW-09	476	700,000				500,000	750,000		150,000	500,000	300,000				
Water Main Replacement (NW 78th St and NW 80th St Design)	PW-15	435	1,300,000							1,000,000				300,000		476
Alices Road Reconstruction (Phase II) - Intersection of Alices & Douglas	PW-23	464	1,897,500	423,125	1,000,000										474,375	Waukee 25%
Alices Road Reconstruction (Phase III) - Douglas to Berkshire	PW-24	464	515,750	515,750												
Water Main Replacement (NW 84th, NW 85th, & Clark St Area)	PW-27	435	10,000							10,000						
Clark Street Reconstruction - Roundabouts	PW-28		10,000					10,000								
Little Walnut Creek Stream Restoration and Trail Improvements	PW-29	389	80,000	1,431,350								80,000				Move Proj Back 2027-28
Swanson Ave Railroad Crossings	PW-30		250,000				250,000									
Swanson Blvd Rehab Project	PW-31		600,000				50,000	550,000								
14,720,250				5,545,225	3,000,000	1,500,000	1,050,000	1,570,000	625,000	1,320,000	700,000	520,000		-	822,000	999,375

FY 2028-29				BOND PROCEEDS		FRANCHISE	LOST		CASH/TRANSFERS OF EXISTING FUNDS						OTHER/	
PROJECT	PRJ #	FUND	FY28	LEVY	TIF	FEES	DALLAS	POLK	GRANTS	WATER	SEWER	SWATER	RUT	EXISTING	MISC	Notes
Fire Engine Replacement	ADM-04	810	961,487												961,487	Remove (CEP- FY25/26)
Soil Quality Restoration	ADM-05	332	75,000							50,000					25,000	Customer Cost Share
Tree Sale	ADM-06	358	10,000							10,000						
Water Resources Grant	ADM-07	357	50,000									50,000				
University Boulevard Flood Mitigation Plan Implementation	CD-01	342	500,000											500,000		
Campbell Park Improvements	LS-10	369	200,000	200,000												
Greenbelt Land Acquisitions	LS-15	371	250,000	125,000					125,000							
Annual Sanitary Sewer Rehabilitation Program	PW-01	429	200,000									200,000				
Annual Water Main Replacement & Extension Program	PW-02	435	100,000							100,000						
Annual Storm Water Improvement Program	PW-03	427	100,000									100,000				
Annual Street Rehabilitation Program	PW-04	476	2,000,000			1,500,000	250,000	250,000								
Annual Traffic Improvement & Safety Program	PW-05	334	124,000	124,000												
Colby Avenue Reconstruction (NW97th St to NW 99th Ct)	PW-08	476	700,000					200,000		150,000	500,000	100,000				
Sunset Terrace Reconstruction (NW97th to NW 99th Ct)	PW-09	476	1,500,000											1,500,000		
Water Main Replacement (Franklin Ave from NW 82nd St to NW 86th St)	PW-17	435	10,000							10,000						
Alices Road Reconstruction (Phase II) - Intersection of Alices & Douglas	PW-23	464	948,750											667,400	281,350	Waukee 25%
Alices Road Reconstruction (Phase III) - Douglas to Berkshire	PW-24	464	3,261,250	5,051,000	3,000,000											
Alices Road Reconstruction (Phase IV) - Berkshire to Meredith	PW-25	464	200,000											200,000		
Water Main Replacement (NW 84th, NW 85th, & Clark St Area)	PW-27	435	1,500,000				250,000	250,000		1,000,000						
Clark Street Reconstruction - Roundabouts	PW-28		1,000,000				300,000	400,000		200,000	100,000					
Little Walnut Creek Stream Restoration and Trail Improvements	PW-29	389	80,000									80,000				
Swanson Ave Railroad Crossings	PW-30		100,000				100,000									
Swanson Blvd Rehab Project	PW-31		500,000				100,000	400,000								
14,370,487				5,500,000	3,000,000	1,500,000	1,000,000	1,500,000	125,000	1,520,000	600,000	530,000		-	2,867,400	3,000,000

FY 2029-30				BOND PROCEEDS		FRANCHISE	LOST		CASH/TRANSFERS OF EXISTING FUNDS					OTHER/		
PROJECT	PRJ #	FUND	FY28	.LEVY	TIF	FEES	DALLAS	POLK	GRANTS	WATER	SEWER	SWATER	RUT	EXISTING	MISC	Notes
Soil Quality Restoration	ADM-05	332	75,000							50,000					25,000	Customer Cost Share
Water Resources Grant	ADM-06	357	50,000									50,000				
Tree Sale	ADM-07	358	10,000							10,000						
University Boulevard Flood Mitigation Plan Implementation	CD-01	342	500,000	500,000												
Emerald Isle Development (1/2 Sheridan Ave and Emerald Isle Dr Improv)	CD-02	345	600,000		600,000											
Campbell Park Improvements	LS-10	369	2,500,000	1,250,000					625,000						625,000	Grant/Donations
Annual Sanitary Sewer Rehabilitation Program	PW-01	429	200,000								200,000					
Annual Water Main Replacement & Extension Program	PW-02	435	100,000							100,000						
Annual Storm Water Improvement Program	PW-03	427	100,000									100,000				
Annual Street Rehabilitation Program	PW-04	476	2,000,000			1,500,000	250,000	250,000								
Annual Traffic Improvement & Safety Program	PW-05	334	126,000	125,000										1,000		
Colby Avenue Reconstruction (NW97th St to NW 99th Ct)	PW-08	476	1,500,000					1,250,000						250,000		
Alices Road Reconstruction (Phase III) - Douglas to Berkshire	PW-24	464	5,313,750	2,400,000	1,813,750					100,000		400,000				
Alices Road Reconstruction (Phase IV) - Berkshire to Meredith	PW-25	464	2,885,280	1,225,000	600,000		750,000		500,000	80,000						
Water Main Replacement (NW 84th, NW 85th, & Clark St Area)	PW-27	435	1,000,000							1,000,000						
Little Walnut Creek Stream Restoration and Trail Improvements	PW-29	389	80,000												710,000	MBI Credit
			17,040,030	5,500,000	3,013,750	1,500,000	1,000,000	1,500,000	1,125,000	1,340,000	200,000	550,000	-	251,000	1,360,000	

City of Clive, Iowa
Debt Service Fund
Projection of Debt Service Fund
Taxable Valuations, Tax Rates & Revenues

Assumptions	
Interest Rate:	4.00%

Tax Rate Impact Summary	
Tax Impact FY 20-21	(\$0.001)
Tax Impact FY 21-22	(\$0.001)
Tax Impact FY 22-23	(\$0.000)
Tax Impact FY 23-24	
Tax Impact FY 24-25	

Include:	Yes	Yes	Yes	Yes
Par ==>	5,115,000	5,115,000	5,115,000	5,115,000
Project ==>	5,000,000	5,000,000	5,000,000	5,000,000

EXHIBIT 1

Fiscal Year Payable	Total Tax Valuation	% Growth	Taxes Levied	Tax Rate/ \$1,000	GO Bond Abatements						Total Revenues	Current G.O. Debt Service	2025A CIP Mar-25	2026A CIP Mar-26	2027A CIP Mar-27	2028A CIP Mar-28	Fiscal Fees & Other	Total Uses	Surplus (Deficit)	Ending Balance	
					Dallas & Polk Co			Comm& Indust Reimbur	Interest Revenue	Misc Revenues											
					LOSST	Water	TIF														
2017 - 2018	1,433,905,150	3.89%	2,126,094	1.48273		1,433,798	1,898,115	78,266	87,576	(293)	5,623,556	5,941,437					120,053	6,061,491	(437,934)	557,786	6/1/2018
2018 - 2019	1,505,329,881	4.98%	2,231,636	1.48249		1,296,888	1,925,665	78,187	91,474	182,384	5,806,233	5,359,128					8,408	5,367,535	438,698	996,484	6/1/2019
2019 - 2020	1,551,388,534	3.06%	2,299,918	1.48249	257,811	1,290,390	2,039,358	76,669	42,066	(22,232)	5,983,980	5,911,988					5,701	5,917,689	66,291	1,062,775	6/1/2020
2020 - 2021	1,626,309,561	4.83%	2,409,215	1.48140	653,141	0	910,238	76,778	29,934	5,358	4,084,664	4,085,404					(109,549)	3,975,855	108,808	1,171,584	6/1/2021
2021 - 2022	1,691,453,182	4.01%	2,503,469	1.48007	1,160,867	0	916,925	37,660	7,813	204,690	4,831,424	4,846,620					(113,549)	4,733,071	98,353	1,269,937	6/1/2022
2022 - 2023	1,774,436,404	4.91%	2,626,166	1.48000	1,100,000	0	1,351,795	63,230	84,054	971	5,226,215	5,139,316					(110,600)	5,028,716	197,499	1,467,436	6/1/2023
2023 - 2024	1,833,040,485	3.30%	2,712,900	1.48000	1,017,093	118,700	1,344,564	0	58,697	58,697	5,310,651	5,328,789					9,500	5,338,289	(27,638)	1,439,798	6/1/2024
2024 - 2025	1,967,675,372	7.34%	2,912,160	1.48000	1,006,843	37,500	1,254,469	0	57,592	57,592	5,326,155	5,527,516					9,500	5,537,016	(210,861)	1,228,937	6/1/2025
2025 - 2026	2,037,698,018	3.56%	3,034,132	1.48900	998,243	37,800	1,247,369	0	49,157	49,157	5,415,859	5,290,596	213,694				9,500	5,513,790	(97,932)	1,131,005	6/1/2026
2026 - 2027	2,130,843,890	4.57%	3,172,827	1.48900	989,293		1,243,769	0	45,240	45,240	5,496,368	4,707,256	204,601	213,694			9,500	5,135,051	361,317	1,492,322	6/1/2027
2027 - 2028	2,195,612,007	3.04%	3,269,266	1.48900	974,843		1,238,319	0	59,693	59,693	5,601,813	4,768,171	509,601	204,601	213,694		5,200	5,701,266	(99,453)	1,392,869	6/1/2028
2028 - 2029	2,261,480,367	3.00%	3,367,344	1.48900	966,218		1,236,219	0	55,715	55,715	5,681,210	4,563,561	512,401	509,601	204,601	213,694	5,200	6,009,057	(327,847)	1,065,023	6/1/2029
2029 - 2030	2,329,324,778	3.00%	3,468,365	1.48900	942,118		1,232,369	0	42,601		5,685,452	4,332,086	514,601	512,401	509,601	204,601	5,200	6,078,488	(393,037)	671,986	6/1/2030
2030 - 2031	2,399,204,522	3.00%	3,572,416	1.48900	942,498		1,230,469	0	26,879		5,772,261	4,104,916	511,200	514,601	512,401	509,601	5,200	6,157,918	(385,657)	286,329	6/1/2031
2031 - 2032	2,471,180,657	3.00%	3,700,449	1.49744	947,045		1,225,719	0	11,453		5,884,666	3,830,464	512,400	511,200	514,601	512,401	3,600	5,884,666		286,329	6/1/2032
2032 - 2033	2,545,316,077	3.00%	3,274,349	1.28642	946,608		1,226,669	0	11,453		5,459,078	3,404,276	513,000	512,400	511,200	514,601	3,600	5,459,078		286,329	6/1/2033
2033 - 2034	2,621,675,559	3.00%	2,755,748	1.05114	945,423		1,226,569	0	11,453		4,939,193	2,885,991	513,000	513,000	512,400	511,200	3,600	4,939,193		286,329	6/1/2034
2034 - 2035	2,700,325,826	3.00%	2,042,948	0.75656	948,510		1,228,769	0	11,453		4,231,680	2,177,279	512,400	513,000	513,000	512,400	3,600	4,231,680		286,329	6/1/2035
2035 - 2036	2,781,335,601	3.00%	2,041,748	0.73409	955,504		1,224,613	0	11,453		4,233,318	2,180,116	511,200	512,400	513,000	513,000	3,600	4,233,318		286,329	6/1/2036
2036 - 2037	2,864,775,669	3.00%	2,043,148	0.71320	951,935		1,224,275	0	11,453		4,230,811	2,176,210	514,400	511,200	512,400	513,000	3,600	4,230,811		286,329	6/1/2037
2037 - 2038	2,950,718,939	3.00%	2,041,948	0.69202	957,468		1,223,000	0	11,453		4,233,868	2,180,468	511,800	514,400	511,200	512,400	3,600	4,233,868		286,329	6/1/2038
2038 - 2039	3,039,240,507	3.00%	2,043,148	0.67226	967,168		1,224,850	0	11,453		4,246,618	2,192,018	513,600	511,800	514,400	511,200	3,600	4,246,618		286,329	6/1/2039
2039 - 2040	3,130,417,723	3.00%	2,041,547	0.65216				0	11,453		2,053,001		509,600	513,600	511,800	514,400	3,600	2,053,001		286,329	6/1/2040
2040 - 2041	3,224,330,254	3.00%	1,525,947	0.47326				0	11,453		1,537,400			509,600	513,600	511,800	2,400	1,537,400		286,329	6/1/2041
2041 - 2042	3,321,060,162	3.00%	1,013,547	0.30519				0	11,453		1,025,000				509,600	513,600	1,800	1,025,000		286,329	6/1/2042
2042 - 2043	3,420,691,967	3.00%	499,347	0.14598				0	11,453		510,800					509,600	1,200	510,800		286,329	6/1/2043
													7,077,499	7,077,499	7,077,499	7,077,499					

City of Clive, Iowa
Debt Service Fund
Projection of Debt Service Fund
Taxable Valuations, Tax Rates & Revenues

Assumptions	
Interest Rate:	4.00%

Tax Rate Impact Summary	
Tax Impact FY 20-21	(\$0.001)
Tax Impact FY 21-22	(\$0.001)
Tax Impact FY 22-23	(\$0.000)
Tax Impact FY 23-24	
Tax Impact FY 24-25	

Include:	Yes	Yes	Yes	Yes
Par ==>	5,620,000	5,620,000	5,620,000	5,620,000
Project ==>	5,500,000	5,500,000	5,500,000	5,500,000

EXHIBIT 2

Fiscal Year Payable	Total Tax Valuation	% Growth	Taxes Levied	Tax Rate/\$1,000	GO Bond Abatements						Total Revenues	Current G.O. Debt Service	2025A CIP Mar-25	2026A CIP Mar-26	2027A CIP Mar-27	2028A CIP Mar-28	Fiscal Fees & Other	Total Uses	Surplus (Deficit)	Ending Balance	
					Dallas & Polk Co			Comm& Indust Reimbur	Interest Revenue	Misc Revenues											
					LOSST	Water	TIF														
2017 - 2018	1,433,905,150	3.89%	2,126,094	1.48273		1,433,798	1,898,115	78,266	87,576	(293)	5,623,556	5,941,437					120,053	6,061,491	(437,934)	557,786	6/1/2018
2018 - 2019	1,505,329,881	4.98%	2,231,636	1.48249		1,296,888	1,925,665	78,187	91,474	182,384	5,806,233	5,359,128					8,408	5,367,535	438,698	996,484	6/1/2019
2019 - 2020	1,551,388,534	3.06%	2,299,918	1.48249	257,811	1,290,390	2,039,358	76,669	42,066	(22,232)	5,983,980	5,911,988					5,701	5,917,689	66,291	1,062,775	6/1/2020
2020 - 2021	1,626,309,561	4.83%	2,409,215	1.48140	653,141	0	910,238	76,778	29,934	5,358	4,084,664	4,085,404					(109,549)	3,975,855	108,808	1,171,584	6/1/2021
2021 - 2022	1,691,453,182	4.01%	2,503,469	1.48007	1,160,867	0	916,925	37,660	7,813	204,690	4,831,424	4,846,620					(113,549)	4,733,071	98,353	1,269,937	6/1/2022
2022 - 2023	1,774,436,404	4.91%	2,626,166	1.48000	1,100,000	0	1,351,795	63,230	84,054	971	5,226,215	5,139,316					(110,600)	5,028,716	197,499	1,467,436	6/1/2023
2023 - 2024	1,833,040,485	3.30%	2,712,900	1.48000	1,017,093	118,700	1,344,564	0	58,697	58,697	5,310,651	5,328,789					9,500	5,338,289	(27,638)	1,439,798	6/1/2024
2024 - 2025	1,967,675,372	7.34%	2,912,160	1.48000	1,006,843	37,500	1,254,469	0	57,592	57,592	5,326,155	5,527,516					9,500	5,537,016	(210,861)	1,228,937	6/1/2025
2025 - 2026	2,037,698,018	3.56%	3,219,563	1.58000	998,243	37,800	1,247,369	0	49,157	49,157	5,601,289	5,290,596	334,792				9,500	5,634,888	(33,599)	1,195,338	6/1/2026
2026 - 2027	2,130,843,890	4.57%	3,366,733	1.58000	989,293		1,243,769	0	47,814	47,814	5,695,422	4,707,256	320,801	334,792			9,500	5,372,349	323,073	1,518,411	6/1/2027
2027 - 2028	2,195,612,007	3.04%	3,469,067	1.58000	974,843		1,238,319	0	60,736	60,736	5,803,701	4,768,171	541,801	320,801	334,792		5,200	5,970,764	(167,063)	1,351,348	6/1/2028
2028 - 2029	2,261,480,367	3.00%	3,573,139	1.58000	966,218		1,236,219	0	54,054	54,054	5,883,683	4,563,561	543,801	541,801	320,801	334,792	5,200	6,309,955	(426,272)	925,076	6/1/2029
2029 - 2030	2,329,324,778	3.00%	3,680,333	1.58000	942,118		1,232,369	0	37,003		5,891,822	4,332,086	545,201	543,801	541,801	320,801	5,200	6,288,889	(397,066)	528,010	6/1/2030
2030 - 2031	2,399,204,522	3.00%	3,790,743	1.58000	942,498		1,230,469	0	21,120		5,984,830	4,104,916	541,000	545,201	543,801	541,801	5,200	6,281,918	(297,089)	230,921	6/1/2031
2031 - 2032	2,471,180,657	3.00%	3,823,465	1.54722	947,045		1,225,719	0	9,237		6,005,466	3,830,464	541,400	541,000	545,201	543,801	3,600	6,005,466		230,921	6/1/2032
2032 - 2033	2,545,316,077	3.00%	3,394,165	1.33349	946,608		1,226,669	0	9,237		5,576,678	3,404,276	541,200	541,400	541,000	545,201	3,600	5,576,678		230,921	6/1/2033
2033 - 2034	2,621,675,559	3.00%	2,877,365	1.09753	945,423		1,226,569	0	9,237		5,058,593	2,885,991	545,400	541,200	541,400	541,000	3,600	5,058,593		230,921	6/1/2034
2034 - 2035	2,700,325,826	3.00%	2,166,165	0.80219	948,510		1,228,769	0	9,237		4,352,680	2,177,279	543,800	545,400	541,200	541,400	3,600	4,352,680		230,921	6/1/2035
2035 - 2036	2,781,335,601	3.00%	2,166,365	0.77889	955,504		1,224,613	0	9,237		4,355,718	2,180,116	541,600	543,800	545,400	541,200	3,600	4,355,718		230,921	6/1/2036
2036 - 2037	2,864,775,669	3.00%	2,168,964	0.75711	951,935		1,224,275	0	9,237		4,354,411	2,176,210	543,800	541,600	543,800	545,400	3,600	4,354,411		230,921	6/1/2037
2037 - 2038	2,950,718,939	3.00%	2,168,764	0.73500	957,468		1,223,000	0	9,237		4,358,469	2,180,468	545,200	543,800	541,600	543,800	3,600	4,358,469		230,921	6/1/2038
2038 - 2039	3,039,240,507	3.00%	2,165,764	0.71260	967,168		1,224,850	0	9,237		4,367,018	2,192,018	540,800	545,200	543,800	541,600	3,600	4,367,018		230,921	6/1/2039
2039 - 2040	3,130,417,723	3.00%	2,164,964	0.69159				0	9,237		2,174,201		540,800	540,800	545,200	543,800	3,600	2,174,201		230,921	6/1/2040
2040 - 2041	3,224,330,254	3.00%	1,619,964	0.50242				0	9,237		1,629,200			540,800	540,800	545,200	2,400	1,629,200		230,921	6/1/2041
2041 - 2042	3,321,060,162	3.00%	1,074,163	0.32344				0	9,237		1,083,400				540,800	540,800	1,800	1,083,400		230,921	6/1/2042
2042 - 2043	3,420,691,967	3.00%	532,763	0.15575				0	9,237		542,000					540,800	1,200	542,000		230,921	6/1/2043
													7,711,397	7,711,397	7,711,397	7,711,397					

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
City Manager's Office – Matt McQuillen		Facility	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		ADM-2	#350
PROJECT TITLE		CORE PROGRAM	
City Hall/Library Remodel Project		Employee Work Environment	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/23/22		Updated 10/2/24	
City Facility Security Assessment			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM: 10/2/24	
This project represents an effort to remodel the City Hall/Library facility. In August 2021 the City engaged with DCI Group, SVPA and Sidekick Development to assess the state of the City Hall/Library to determine long-term remodel opportunities. A number of improvements were identified throughout the facility, including restroom upgrades, office changes, City Council Chambers security upgrades and better organization of the existing building space. In addition, during these discussions the City Council reconfirmed a commitment to keeping this building as the future home of the City Hall and Library operations. The City has since secured design services from OPN Architects and KCL Engineering.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
The August 2021 study work estimated the full renovation of the City Hall/Library to cost approximately \$4 million. This cost estimate was provided by the DCI Group and was inclusive of design, owner's representation, FF&E and construction. Following work by the OPN/KCL Design team, DCI has updated the cost estimate to \$6 million for the entire remodel project. Due to this the project is being separated into two phases with the upper level being phase 1 in the current fiscal year at \$4 million and phase 2 being in the next fiscal year at \$2 million. Funding still needs to be fully secured for Phase 2. The remodel work at the City Hall/Library is important for the work environment and public experience at the facility. This facility is really the "face" of the City, and providing a safe and efficient environment for the public, staff and elected officials is important. Amendments to the City's Urban Renewal Plan completed in Spring 2023 included resources from future Tax Increment Financing funds to be utilized to fund these improvements. The design work is currently being completed and construction on phase 1 will start in Winter 2024/2025.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
DCI/SVPA	\$4 million	August 2021	
DCI/OPN/KCL	\$6 million	September 2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:		Fiscal Year Basis- July 1, 2023-June 30, 2024 = FY 2023				
EXPENSES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services		\$500,000	\$200,000			
Easement/Land						
Construction		3,500,000	\$1,800,000			
Total Costs		\$4,000,000	\$2,000,000			
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds			900,000			
LOST (Sales Tax)						
Franchise Fees						
TIF Abatement Bonds			700,000			
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash on Hand		\$4,000,000	\$400,000			
Other: Donations						
Total Internal Funding		\$4,000,000	\$2,000,000			
TOTAL FUNDING:		\$4,000,000	\$2,000,000			

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
City Manager's Office – Matt McQuillen		Facility	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		ADM-3	#483
PROJECT TITLE		CORE PROGRAM	
Des Moines Airport Terminal		Transportation	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/23/22		Updated 10/2024	
DSM Airport Master Plan			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM: 10/2/24	
This project reflects the City of Clive's financial commitment to provide \$517,260 in support for the new airport terminal project at the Des Moines International Airport. The City of Clive zip code (50325) represents one of the top five zip codes for travelers out of the Des Moines Airport. The support of a vibrant airport is important to Clive's success for residents and from an economic development perspective.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
It is anticipated the project will take a number of years to complete in various phases. Due to our financial commitment, Clive has been assigned a seat on the Terminal Design Advisory Committee, with City Manager Matt McQuillen serving as the Clive representative. Under the commitment approved by the Clive City Council on January 13, 2022 Clive has until December 31, 2026 to provide the \$517,260 in financial support. The City can choose to provide the support in regular installments or all at once near the deadline. If for some reason the project does not move forward the City of Clive would be returned any dollars contributed. Funding for this project was secured in 2023. Payment will be made prior to December 2026.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
Clive Financial Commitment	\$517,260	1/13/22	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	
Participation in the Terminal Design Committee	Clive City Council	Started August 2022	

PROJECT FINANCING:		Fiscal Year Basis- July 1, 2023-June 30, 2024 = FY 2023				
EXPENSES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services						
Easement/Land						
Payment to DSM Airport (construct)			\$517,260			
Total Costs			\$517,260			
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
LOST (Sales Tax)						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash on Hand			\$517,260			
Other: Donations						
Total Internal Funding			\$517,260			
TOTAL FUNDING:			\$517,260			

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Fire Chief Clay Garcia		Major Capital Equipment	
NEW/UPDATED PROJECT		PROJECT/FUND/ACTIVITY #	
Updated Project		ADM-4	810
PROJECT TITLE		CORE PROGRAM	
Fire Engine 320 Replacement		Public Safety	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
10/2/24		Capital Equipment Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	10/2/24
This is for the replacement of fire apparatus Engine 320 due to meeting its useful life for a fire engine of 17 years. Due to the size of the purchase (\$961,487) this equipment replacement meets the policy threshold for a piece of equipment to be funded by the City's debt service levy.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
The need to replace Engine 320 is for FY 2028. However, the financing and planning/specifications for the apparatus replacement will need to take place ahead of that fiscal year as it takes 24-36 months to acquire a new fire engine/pumper. Fire Department personnel are working on the specification process starting in FY 2024 for potential ordering in FY 2025. The City does have an option to pre-fund the Engine with a discount of \$136,573, making the price of the Engine replacement with pre-payment at \$824,914. This will need to be considered in the CIP development process as the City would need funds available now for that pre-payment.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
Cost of replacement estimated by Fire Chief	\$961,487	10/2/24	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 2025						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						
Easement/Land						
Equipment Acquisition					\$961,487	
Total Costs					\$961,487	
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash on Hand					\$961,487	
Other:						
Total Internal Funding					\$961,487	
TOTAL FUNDING:					\$961,487	

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
City Manager's Office/Pete DeKock			Stormwater		
NEW/UPDATED PROJECT			PROJECT/FUND/ACTIVITY #		
Ongoing			ADM-05	#332	
PROJECT TITLE			CORE PROGRAM		
Annual Soil Quality Restoration Cost-Share Program			Promote stormwater management awareness and best practices; improve stormwater infiltration.		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
10/10/2024					
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
Promote stormwater management awareness and best practices among Clive property owners and improve the ability of soil across the city to catch and infiltrate stormwater where it lands, thereby decreasing stress on other parts of the city-wide stormwater management system.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
Funding from the Clive water utility. Interested property owners are put on a running waiting list. Property owners indicate their interest in the program in April/May; notice to bidders is sent in June; bids are received, and a contractor is selected in July; property owners receive their proposed costs and secure their place in the program by submitting payment in August; SQR installations are done in September. External funding is sought as available, but long term, the program is designed to be funded by the water utility.					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Annual implementation		\$50,000		10/2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
Property Owner Coordination by Developer		Impacted Property Owners		On-going through Construction	
Phone, email, text, virtual and on-site meetings as needed from August through October; communications supported by City Staff		Approximately 80 households/year		Yes	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$50,000	\$50,000	\$50,000	\$50,000
Easement/Land					
Developer Reimbursement					
Total Costs		\$50,000	\$50,000	\$50,000	\$50,000

REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant					
Local Grant					
Other: Fundraising					
Other:		\$50,000	\$50,000	\$50,000	\$50,000
Total External Funding		\$50,000	\$50,000	\$50,000	\$50,000
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water		\$50,000	\$50,000	\$50,000	\$50,000
Utility: Sewer					
Utility: Stormwater					
Other: Cash on Hand					
Other:					
Total Internal Funding					
TOTAL FUNDING:		\$50,000	\$50,000	\$50,000	\$50,000

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
City Manager's Office/Pete Dekock			Stormwater		
NEW/UPDATED PROJECT			PROJECT/FUND/ACTIVITY #		
Ongoing			ADM-06	#358	
PROJECT TITLE			CORE PROGRAM		
Annual Tree Sale			Promote stormwater management awareness and best practices; improve stormwater infiltration.		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
10/10/2024					
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
Promote stormwater management awareness and best practices among Clive property owners. Improve the ability of soil across the city to catch and infiltrate stormwater where it lands, thereby decreasing stress on other parts of the city-wide stormwater management system. Improve the resilience of Clive's urban tree canopy.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
Funding from the Clive stormwater utility. This is a cost-share program, with participants paying a significantly discounted price for a high-quality tree. In 2024, five species of tree were sold for \$75 each, approximately half of the actual tree cost. Interested property owners are put on a running waiting list. Participants select their tree and secure their place in the program by making payments in April. Trees are available for pickup on a specified date(s) in May. External funding is sought as available.					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Annual implementation		\$10,000		10/2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
Property Owner Coordination by Developer		Impacted Property Owners		On-going through Construction	
All communications are managed by city staff		50-60 per year		Yes	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Easement/Land					
Developer Reimbursement					
Total Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					

State Grant					
Federal Grant					
Local Grant					
Other: Fundraising					
Other:	\$3750	\$3750	\$3750	\$3750	\$3750
Total External Funding	\$3750	\$3750	\$3750	\$3750	\$3750
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Other: Cash on Hand					
Other:					
Total Internal Funding					
TOTAL FUNDING:	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
City Manager's Office/Pete DeKock			Stormwater		
NEW/UPDATED PROJECT			PROJECT/FUND/ACTIVITY #		
Ongoing			ADM-07	#357	
PROJECT TITLE			CORE PROGRAM		
Stormwater Assistance Program (SwAP)			Promote stormwater management awareness and best practices; improve stormwater infiltration, conveyance, and water quality		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
10/10/2024					
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
Promote stormwater management awareness and best practices among Clive property owners. Improve stormwater conveyance, infiltration, and water quality throughout Clive.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
Funding from the Clive stormwater utility. This is a cost-share program, with participants receiving grants of various amounts depending on the scope of their project and other program requirements. Grant requests are taken on a rolling basis. Eligible applications are funded first-come-first-serve until all funding is used in a fiscal year. In FY24 and FY25, all allocated funding was used (\$10,000 each of those years)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Annual implementation		\$20,000		10/2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
Property Owner Coordination by Developer		Impacted Property Owners		On-going through Construction	
All communications are managed by city staff		10-15 grants per year		Yes	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$20,000	\$20,000	\$20,000	\$20,000
Easement/Land					
Developer Reimbursement					
Total Costs		\$20,000	\$20,000	\$20,000	210,000
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					

Federal Grant					
Local Grant					
Other: Fundraising					
Other:		Variable	Variable	Variable	Variable
Total External Funding					
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater		\$20,000	\$20,000	\$20,000	210,000
Other: Cash on Hand					
Other:					
Total Internal Funding					
TOTAL FUNDING:		\$20,000	\$20,000	\$20,000	\$20,000

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Community Development/Doug Ollendike		Flood Mitigation	
NEW/UPDATED PROJECT		PROJECT/FUND/ACTIVITY #	
Updated		CD-01	#342
PROJECT TITLE		CORE PROGRAM	
University Boulevard Flood Mitigation Plan Implementation		Provide Public Safety	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/2021	9/2024	University Boulevard Flood Mitigation Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The primary purpose of the project is to reduce the adverse impacts of riverine flooding in the University Boulevard neighborhood area. This area lies northwest of the confluence between Walnut Creek and North Walnut Creek. The area has been subjected to repetitive flood events and the current Flood Mitigation Plan outlines property buyouts as the primary mitigation strategy.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
University Flood Mitigation Plan Approved- 2022 Residential buildings acquired to date- 16 Residential buildings remaining to be acquired- 19 Commercial buildings acquired to date- 5 Commercial buildings remaining to be acquired- 15 Grant Funding Secured 2022 HMGP- \$500K (1 commercial building) 2022 BRIC- \$350K (technical assistance) 2023 FMA- \$14M (4 commercial buildings) Grant Funding In-process 2024 HMGP- \$2.5M (1 commercial building + 4 residential)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
2022 HMGP (7705 Univ) Acquisition/Demolition	\$500K	9/2022	
2022 BRIC (University Flood Plan-Project Scoping)	\$450K	9/2024	
2023 FMA (8000/7975/7985 Univ) Acquisition/Demolition	\$14M	9/2024	
2024 HMGP	\$2.5M	9/2024	
2025 Local Buyouts	\$500K	9/2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			

TASK		STAKEHOLDERS		DATE/PHASE	
Individual Property Owner Engagement		Buyout Candidates		On-going	
University Boulevard Neighborhood		General		Mid-Year 2025	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = 2024-2025					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services	\$450,000				
Easement/Land	\$12,500,000	\$3,000,000	\$500,000	\$500,000	\$500,000
Construction	\$2,000,000	\$500,000			
Total Costs	\$14,950,000	\$3,500,000	\$500,000	\$500,000	\$500,000
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant	\$14,300,000	\$2,500,000			
Local Grant					
Other: Fundraising					
Other:					
Total External Funding	\$14,300,000				
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds		\$500,000	\$500,000	\$500,000	\$500,000
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater					
Other: Cash on Hand #342	\$650,000	\$500,000			
Other:					
Total Internal Funding	\$14,950,000	\$1,000,000	\$500,000	\$500,000	\$500,000
TOTAL FUNDING:	\$14,950,000	\$3,500,000	\$500,000	\$500,000	\$500,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-01	#391
PROJECT TITLE		CORE PROGRAM	
Annual Greenbelt Trail Improvements		Distinctive Clive Greenbelt, Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
Greenbelt Master Plan			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The proposed projects for the annual greenbelt trail improvements are the rehabilitation of two neighborhood trail connections including the 101st Street and the Rio Valley trail connections and the replacement of the Rio Valley Trail bridge across Walnut Creek.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update – October 2024</u> City engineering staff will likely take the lead in the design of this project, but they will still need outside engineering assistance for the design of the bridge replacement and the modeling of the floodplain impacts from the project. Project will likely kick off in early 2025. <u>Project Update - December 2023</u> This project will kickoff in 2024 with design of the trail and bridge improvements. The existing Rio Valley bridge will likely need to be moved to a new location due to the current location of the bridge at a bend in Walnut Creek. Potential bridge design concepts are being evaluated for this bridge and other future bridges on the city's trails.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
Hire engineering design team in early 2024	\$150,000	2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$150,000				
Easement/Land						
Construction				\$1,500,000		
Total Costs		\$150,000		\$1,500,000		
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds				\$1,500,000		
LOSST: PC or DC		\$130,000				
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd		\$20,000				
Other: Donations						
Total Internal Funding		\$150,000		\$1,500,000		
TOTAL FUNDING:		\$150,000		\$1,500,000		

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-03	#390
PROJECT TITLE		CORE PROGRAM	
Cirksena Park Construction		Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
Clive Greenbelt Master Plan			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Construction of a new neighborhood park in the Shadow Creek neighborhood.			
 The site plan for Cirksena Park shows a layout with several key features. At the top left is the 'PRIMARY ENTRANCE/SIGNAGE'. Moving right, there's a 'SEATING AREA' and a 'BIORETENTION CELL'. Below the first bioretention cell is another 'BIORETENTION CELL' and a 'HABITAT (HARVESTED LOGS IN-GRADE)'. The center of the park features a 'GREAT LAWN', a 'PLAY' area, and a 'PERENNIAL PLANTING OVERLOOK AREA'. To the right of the lawn is a 'SHADE STRUCTURE' and a 'SEDIMENT BASIN'. Further right is a 'RATTLE DAM' and an 'EXISTING POND'. A 'FUTURE TRAIL CONNECTION' is shown on the far right. The plan also includes 'EXISTING DRAINAGE' and 'SEATING AREA' labels. A 'SITE PLAN LEGEND' at the bottom right defines colors for 'LAWN PLANTING', 'NATIVE PLANTING', 'BIORETENTION - SIDE PLANTING', 'BIORETENTION - BOTTOM PLANTING', 'WATER DETENTION', and 'SIDEWALK'. A 'SITE PLAN SCALE' bar and a 'NORTH' arrow are also present.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update</u> – October 2024 The major outstanding items left to complete construction are the bio-swales, warranty tree replacement and dormant seeding of native areas. Getting the bio-swales to work as designed has been a challenge and the contractor has struggled to get this to completion. There will be a ~\$10,600 change order for the purchase of sod that the contractor placed in the park. <u>Project Update</u> – December 2023 Construction of the park is nearly 90% complete. Installation of the shelter, playground surfacing and landscaping will not be completed until the spring of 2024 and the park should be open for use by late May 2024. <u>Project Update</u> – July 2023			

Contract awarded to Corell Contractor for \$899,220. Corell is anticipated to start in late July or early August with construction.

Playground equipment has been ordered for the project by the City for contractor installation.

Groundbreaking for park was held July 7, 2023 – Over 80 people attended.

Project Update – November 2022

Project Design – Contract with RDG Planning Design – Contract amount \$48,000

- Contract expended as of 11/15/22 - \$21,656.25

**PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:
(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)**

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
RDG Planning Design – Project design and bidding	\$48,000	

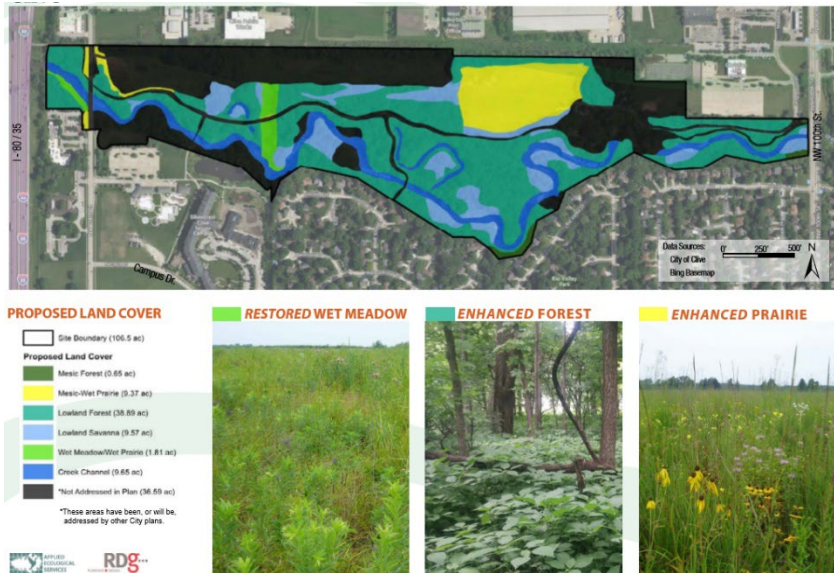
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE
Neighborhood Meeting	Residents	October 19, 2022
Parks and Recreation Board	Board and Residents	November 7, 2022
Parks and Recreation Board Approval	Board and Residents	January 2023
Plan and Zoning Commission Approval	Board and Residents	February 2023
City Council Approval	Council and Residents	March 2023

PROJECT FINANCING:

EXPENSES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services		\$8,000				
Easement/Land						
Construction		\$113,000				
Total Costs		\$121,000				
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						

Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash On Hand						
Other: Donations						
Total Internal Funding		\$121,000				
TOTAL FUNDING:		\$121,000				

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-04	#375
PROJECT TITLE		CORE PROGRAM	
Greenbelt Management Plan		Distinctive Clive Greenbelt	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11-2022		Updated- October 2024	
Greenbelt Master Plan			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Restoration of the greenbelt between 100th Street and I-80/35. Future projects will look at the extension of the restoration efforts both east and west of the current project. This work will need a detailed restoration plan and then the restoration will likely be completed with a combination of in-house staff, goats, and some contracted work, which is different from the currently active project that has entirely used contracted staff for the restoration.			
			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update</u> – October 2024 Staff are working with RES and the contractor to wrap up the project by the end of the year. Contractors have been difficult to deal with and may not meet all of the expectations for the contract and the city may withhold some of the remaining funding for the project and have staff complete the remaining items in 2025. <u>Project Update</u> – December 2023 2024 will be the last year for the restoration project under the contract with Alpha Landscapes. Due to the ongoing drought the establishment of some of the seeding and plants have been difficult. Some areas have been seeded multiple times. Also, Mid-American Energy work through the corridor have been disruptive to some areas, but their restoration contractor has been good to work through and will be seeding and planting in the spring of 2024.			

RES has been invaluable to getting this project done up to the standards that were set in the bidding process. Alpha has been in over their head on a lot of this and has needed to sub-contract some of the work. A lesson for future projects like this would be to hire someone that has experience in this work. We did not save nearly as much money as was hoped due to the inexperience of Alpha on projects like this which has cost the city money in the needed oversight from RES.

Project Update – July 2023

Project is entering the third of four years for establishment for the project. Work continues on schedule. City Council recently approved a contract with RES in the amount of \$16,500 for ongoing monitoring and work with contractor.

City Council approved a contract with RES for the study of the Greenbelt between I-35/80 and Country Club Blvd and between 100th St and 86th St to better understand and assess important ecological areas ahead of the WRA sewer line planned to impact both sections of the Greenbelt.

Project Update – November 2022

The project is projected to be a four-year restoration of the greenbelt between 100th Street and I-80/35. 2022 marks the end of year two of the project and that includes a majority of the expenses for the project. Years three and four will be working to establish the seeded areas, flowers, grasses, trees, and shrubs that were planted in 2022.

Original Contracts

- RES Contract Amount – \$74,141.00
- RES Contract Remaining – \$7,266.16

Contract Status – November 15, 2022

- Alpha Landscapes Contract Amount - \$401,832.15
- Alpha Contract Remaining – \$320,577.15

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
Alpha Landscapes – Approved contractor	\$401,832	
RES – Approved contractor	\$74,141	

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE
No engagement planned		

PROJECT FINANCING:

EXPENSES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services	\$5,000				
Easement/Land					
Construction	\$15,000				

Total Costs		\$20,000				
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash On Hand						
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:		\$20,000				

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-05	#374
PROJECT TITLE		CORE PROGRAM	
Greenbelt Landing		Great Place to Live: The Premier Location for Families, Distinctive Clive Greenbelt	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
Greenbelt Master Plan			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The Greenbelt Landing project is a approximately \$10,600,000 project to improve the area surrounding the Clive Aquatic Center. This project was identified as part of the Greenbelt Master Plan and is the first of the Greenbelt Triad projects to begin implementation. The proposed plan for Greenbelt Landing is shown in the image below: 			
The Greenbelt Landing project aims to enhance a portion of the Clive Greenbelt and create outdoor space for gathering while being ecologically responsible. The park sits on nearly twenty acres of green space along Walnut Creek and is home to the Clive Aquatic Center, a community building, and a fishing pond. The project includes the construction of a wetland and wetland walk, bio-swaes as well as streambank stabilization of Walnut Creek throughout the project. Along with these improvements to the health of the water system, we will be including natural vegetation to create healthy ecosystems. The project elements also include multiple water access entrances, fishing points, seating, a fully accessible fishing pier, an accessible water trails access point to Walnut Creek, and other ways to			

encourage natural investigation and learning. Amenities and spaces will be designed to integrate with natural surroundings for aesthetic and educational purposes.

Permanent structures like the concert stage and the renovated community building will help attract new and returning visitors to the area. These spaces make it easier to plan and advertise for out-of-the-area visitors and entice entities from within and beyond Clive's borders to investigate and make use of the space. We hope to bring concerts, plays, and a variety of outdoor, community-access events. The space allows for a larger and wider variety of activities, bringing in new performers, and first-time and return visitors.

**PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS
(BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)**

Project Update – October 2024

All construction projects have been awarded, groundbreaking will occur on October 16, 2024. All permits have been received. The only outstanding item is clearance from the EPA for the wetland and stormwater components of the project.

Project Update – July 2023

Final site plan has been submitted to the City for consideration at the Dec 7, 2023 Plan and Zoning Commission meeting and the December 14, 2023 City Council meeting.

Plans have also been submitted to the Army Corps and Iowa DNR for permitting.

Final design is 80% complete and bidding is currently targeted for April 2024 pending permit approvals.

A contract was recently approved to hire DCI Group for be the City's Construction Manager at Risk for the project.

Project Update – July 2023

Progress of the project continues with the site plan still progressing through the approval process and has recently been submitted to the DNR and Army Corps for appropriate permitting.

Funding is closing in on the amount needed for the construction of the project. Recent grant and donation awards include:

- ICON/Mid-American Water Trail Access - \$125,000
- ICON/Bravo Public Art Grant - \$100,000
- Polk County ARPA - \$500,000 (still to be finalized)
- Variety Playground Donation - \$850,000 value
- GreenState Credit Union - \$30,000 (\$15,000 already received by City)
- Clive Lions Club Pledge - \$5,000

Bidding is slated for the fall of 2023 with construction anticipated to start as early as October 2023.

Project Update - November 2022

Detailed information about the estimated project costs and funding can be accessed here:

[Greenbelt Landing Funding.xlsx](#)

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-06	#388
PROJECT TITLE		CORE PROGRAM	
Indian Hills Woods Improvements		Distinctive Clive Greenbelt, Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
		Clive Greenbelt Master Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The primary purpose of this project is threefold, one is the restoration of the creek, two is the restoration of the land, and three is the construction of a trail through Indian Hills Woods. At the end of 2022, a majority of the stream work has been completed. Some work will still be needed in 2023, but a focus of the 2023 work will be land restoration and trail construction. The proposed concept for the Indian Hills Woods project is noted below. The final alignment of the trail will be determined in early 2023.			
INDIAN HILLS - TRAIL AND REFORESTATION FINAL PLAN 10-24-2022			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update – October 2024</u> Project is principally completed. Dormant seeding of native areas will be completed in November. Ribbon cutting was held on October 3, 2024. There are some additional invasive trees and shrubs that will be removed over the winter and several encroachments that will be dealt with in the first half of 2025. <u>Project Update – December 2023</u> Phase 3 of the creek restoration was completed in November and plans for the trail are nearing completion. It is anticipated that the City Council will set the date of hearing for the trail plans for Feb 1, 2024 at its December 14, 2023 meeting.			

Bids are due on January 16, 2024 and construction is expected to start no later than April 1, 2024 with 40 working days to complete the project. It is expected that the entire project will be complete by October 1, 2024.

Project Update – July 2023:

To date most of the trees and shrubs have been planted. Ongoing watering and seed establishment will take place through 2024.

Phase 3 of stream restoration work will be completed by Public Works in the fall of 2023 and should complete the creek work for the project

Staff is working to get a contract with McClure Engineering for the trail design and construction in July of 2023. Design, bidding and construction are anticipated to happen in the fall/winter of 2023.

Project status as of November 15, 2022:

Phase 2 of stream restoration is now principally completed. Punch list items left for Public Works.

1. Haul out and final cleanup of staging area in Phase 1.
2. FES erosion abatement in Phase 1. (This was not originally part of the Project, but was identified the past summer as a potential issue.)
3. Sidewalk Replacement on the south side of Lincoln.

Restoration on the north side of Lincoln needs to still be completed but based on the forecast that is not anticipated to be completed until sometime in 2023. Additionally, the proposed design for north of Lincoln needs additional design work that will incur additional costs and materials.

Trail design will begin in early 2023. Staff anticipates having an engineering team contract ready for Council approval in January or early February. Land restoration between Lincoln 100th Street will commence in April or May of 2023. Trail construction is anticipated to start in October of 2023.

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
Trail and Bridge Design	\$75,000	July-September 2023

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE
Individual property owner meetings regarding property buffers	Property owners that back up to Indian Hills Woods	January to April 2023

PROJECT FINANCING:

EXPENSES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services	\$8,000				
Easement/Land					
Construction	\$40,000				
Total Costs	\$48,000				
REVENUES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:					
Developer Contribution					

State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater	\$150,000					
Other: Cash On Hand	\$400,000					
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:	\$550,000					

This file is continually updated in order to track the progress of the project and to ensure funding is used in the appropriate locations.

Project update as of November 15, 2022:

Smithgroup continues to prepare the site plan for a final submittal in early 2023, likely in January.

The city will need to approve a contract amendment with Smithgroup to complete the design documents for the entire project since the project was combined into one phase for construction. Staff anticipates getting the amendment in December and will have it ready for Council approval in January. At that same meeting, staff will provide the Council with an update regarding the project funding and design.

Fundraising continues to occur with multiple asks lined up for November and December. Two grant applications have been submitted in late October with several more submittals planned for early 2023.

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
Smithgroup	\$598,300	July 2020
Smithgroup – Contract amendment	TBD	January 2023

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE

PROJECT FINANCING:

EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$800,000				
Easement/Land						
Construction		\$5,700,000				
Total Costs		\$6,500,000				
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						

Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash On Hand	\$6,500,000					
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:	\$6,500,000					

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-08	#386
PROJECT TITLE		CORE PROGRAM	
Alice's Road Park		Distinctive Clive Greenbelt, Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022	Updated- October 2024	Northwest Neighborhoods Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Development of a neighborhood park for an approximately 20-acre parcel along the west side of Alice's Road and north of North Walnut Creek. This parcel is contiguous to the Little Walnut Creek Greenbelt. The east five acres of the site will be considered for a demonstration project for affordable housing. Also, a regional trail connection will likely be constructed just south of the site prior to the construction of this park starting in 2027. The conceptual plan for the Alice's Road Park site is below:  STORMWATER MANAGEMENT DETENTION PEDESTRIAN SPINE BIRD BLIND ACTIVE PARK SPACE & SPORT COURTS BOARDWALK SHELTER PEDESTRIAN BRIDGE OPEN LAWN SPACE PRIMARY TRAIL WALNUT CREEK CLIVE GREENBELT NATURAL SPACE RDG CLIVE NORTHWEST PARKS ALICE'S ROAD PARK: CONCEPTUAL SITE PLAN Clive			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update – October 2024</u> Restoration of the parts of this future park that do not contain active park elements under the conceptual plan will be restored as part of the Little Walnut Creek Greenbelt restoration. <u>Project Update – December 2023</u> Funding for design is not available until 2028 with construction planned following design.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			

PHASES/TASKS/APPROVED CONTRACTORS			COST ESTIMATES		DATE	
Hire design team			\$200,000		Late 2026/early 2027	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK			STAKEHOLDERS		DATE/PHASE	
Neighborhood Input					Spring 2027	
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services				\$200,000		
Easement/Land						
Construction						
Total Costs				\$200,000		
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds				\$200,000		
LOSST						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd						
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:				\$200,000		

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-09	#387
PROJECT TITLE		CORE PROGRAM	
Linnan Park Improvements		Great Place to Live: The Premier Location for Families, Revitalized 86th Street Neighborhoods	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
		86 th Street Neighborhood Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	

October 2024 – Updated Park Plan

LINNAN PARK PARQUE LINNAN



November 2022 – Initial Project Overview

The purpose of this project is to begin the implementation of the 86th Street neighborhood plan. The most visible element of this project will be the construction of improvements to Linnan Park as identified in the conceptual park master plan that was completed as part of the 86th Street Neighborhood Plan. It is anticipated that implementation of the entire plan will need to be done in multiple phases and the elements proposed for implantation in Phase 1 include a new picnic shelter/restroom building, playground, spray ground, skate elements, and associated site amenities.

In addition to the Linnan Park implementation, there are several other project elements that will be bundled together when finding a design team for the park. Additional project elements that the City will be wanting design services for include:

- Evaluate the two sub-watersheds that are identified on the map below to develop a stormwater management solution for the redevelopment of Linnan Park, Harbach Blvd, and future development parcels adjacent to Linnan Park
- Development of trail concept between Linnan Park and the Greenbelt Trail. Concepts should include trail alignment, wayfinding, and connectivity elements that create a safe and attractive trail connection for this neighborhood to connect to the larger Clive Greenbelt Trail
- Harbach Blvd, Phase 2 Conceptual Design – Conceptual design to focus on the development of stormwater management for this phase of street reconstruction. Focus on parking configuration related to Harbach center parking and the possibility of on-street parking within the constraints that come with maximizing the availability of parking along the street.

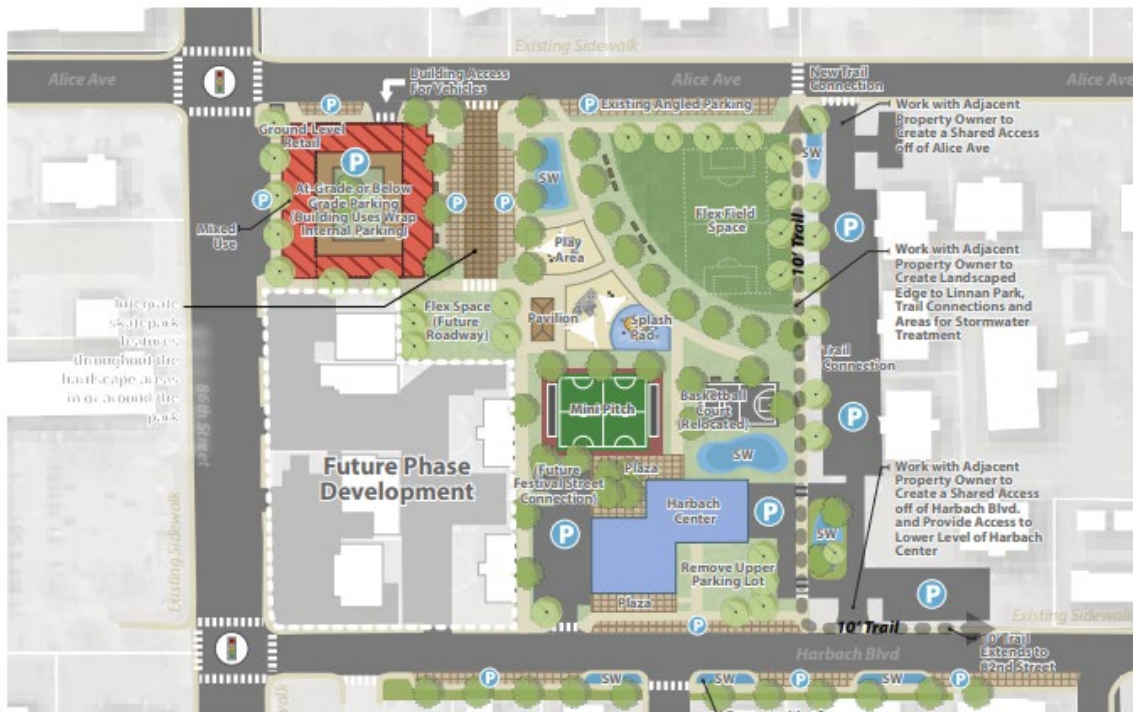


Figure 6.2 - Linnan Park Near-Term Concept

PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)

Project Update – October 2024

The total scope of Phase 1 improvements to the park are now estimated at \$5,000,000 in construction costs. The project is anticipated to be bid in April 2025 with construction starting in May and completed by May 2026.

December 2023 – Project Update

Smithgroup has presented staff with multiple concepts for the park. Staff selected one concept for further refinement which will be presented to the City Council at the first meeting in January 2024.

Phase 1 improvements are planned to start as early as October 2024, but more realistically will start construction in early 2025.

Design Contract - City Council is anticipated to approve a contract with Smithgroup at their July 13 meeting to undertake the work for this project. Their contract will be for \$390,490 and should the contract be approved work is anticipated to get started in August 2023.

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
RFP for Design Team	\$150,000	February 2023
Smithgroup contract	\$390,490	July 2023
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION		
TASK	STAKEHOLDERS	DATE/PHASE

PROJECT FINANCING:						
EXPENSES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services		\$400,000	\$100,000			
Easement/Land						
Construction		\$2,100,000	\$2,900,000			
Total Costs		\$2,500,000	\$3,000,000			
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash On Hand						
Total Internal Funding		\$2,500,000	\$3,000,000			
TOTAL FUNDING:		\$2,500,000	\$3,000,000			

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Sidewalk/Trails	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-10	#369
PROJECT TITLE		CORE PROGRAM	
Campbell Bridge Replacement		Distinctive Clive Greenbelt, Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022	Updated- October 2024	Clive Greenbelt Master Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The purpose of this project is to replace the existing trail bridge across Walnut Creek in Campbell Park. The project will also rehabilitate the Greenbelt Trail between 114th Street and the bridge site  because 114th Street will be the best access to the bridge site for contractors. The following concept was developed for the bridge replacement as part of the Greenbelt Master Plan and will be used as a starting point for the design process. In addition, this project links to the Campbell Park Master Plan project.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
Project Update – October 2024 This project sheet will be combined with the Campbell Park master plan sheet and the funding for the Campbell Park master plan will be rolled into this project. The first project will be the update to Campbell Park's Master Plan and the second will be the design and construction of the new trail bridge. Approximately \$32,000 in funding from the park account should be transferred to this account and the proposed expenditures for the master plan update are shown below.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			

PHASES/TASKS/APPROVED CONTRACTORS			COST ESTIMATES		DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK			STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services			\$100,000	\$300,000		
Easement/Land						
Construction					\$200,000	\$2,500,000
Total Costs						
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds			\$100,000	\$300,000	\$200,000	1,250,000
LOSST						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other:						
Other: Donations/Grants						1,250,000
Total Internal Funding						
TOTAL FUNDING:				\$100,000	\$500,000	\$2,500,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-11	#366
PROJECT TITLE		CORE PROGRAM	
Porter Shelter Improvements		Distinctive Clive Greenbelt, Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
		Clive Greenbelt Master Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The Porter Shelter improvements are proposed to be the second of the Greenbelt Triad projects. The proposed project includes a new open-air picnic shelter with restrooms, natural playscape, trail improvements, and parking improvements. Possibilities exist for synergy with the Horizon Event Center and the adjacent church for improved access to the site and the potential to plan for an extension of Swanson Blvd. The proposed plan for Porter Shelter can be seen below:			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update – October 2024</u> It is proposed to push the proposed construction funding from FY2027 to FY2028 per the CIP discussion with the City Manager as part of the CIP plan development. The design funds are already in the account and design is proposed to start <u>Project Update – December 2023</u> Due to the current condition of the shelter facility and the time before funding becomes available for reconstruction of the site staff has allocated \$10,000 in operating budget funds to re-roof the shelter/restroom building to keep it functional for several more years. <u>Project Update – July 2023</u>			

Currently funding is available for further concept development and design of the project, but due to work load and other projects this has not started. Consideration for starting some work to better understand this site and how it works with planned future improvements with the Horizon Event Center and the adjacent church are being considered for future work of the economic vitality committee, but is unlikely to start before the fall/winter of 2023 and more likely not before early 2024 due to staff work loads.

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE

PROJECT FINANCING:

EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services			\$200,000		\$200,000	
Easement/Land						
Construction					\$2,800,000	
Total Costs					\$3,000,000	
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds			\$200,000	\$2,000,000		
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd				\$500,000		
Other: Donations				\$500,000		
Total Internal Funding						
TOTAL FUNDING:			\$200,000	\$3,000,000		

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Leisure Services/Richard Brown			Park Facilities		
NEW/REPLACEMENT			PROJECT/FUND/ACTIVITY #		
			LS-14	#	
PROJECT TITLE			CORE PROGRAM		
82 nd Street Trail			Great Place to Live: The Premier Location for Families		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
Created- 11/2022		Updated- October 2024	86 th Street Neighborhoods Plan		
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
Development of a trail between Harbach Blvd and the Clive Greenbelt Trail. The proposed trail would follow old ROW along what would have been 82nd Street. Funding has been programmed for design of the trail but that may not be needed if Engineering decides to design the trail. Design process to be determined by the end of October 2024. If Engineering does undertake the design no design funding will be needed. Funding for construction will be planned as part of the CIP process that will be conducted in the fall of 2025.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$210,000			
Easement/Land					
Construction			\$600,000		
Total Costs		\$210,000	\$600,000		
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					

Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds				\$600,000		
LOSST			\$210,000			
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash on Hand						
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:			\$210,000	\$600,000		

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Land	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-15	#375
PROJECT TITLE		CORE PROGRAM	
Greenbelt Land Acquisitions		Distinctive Clive Greenbelt	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022	Updated- October 2024	Clive Greenbelt Master Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The primary purpose of this project is the acquisition of additional land along the greenbelt. Wherever possible this project will be opportunistic and try to acquire land along with development, but at other times funding will be needed for acquisition. Also, grants will be partnered wherever possible to maximize city funding for acquisitions.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update</u> – October 2024 Doug Ollendike and Richard Brown are preparing a document to identify and prioritize future greenbelt acquisitions with the goal of being prepared to write a REAP grant in August 2025 to match the city's contribution for the first prioritized acquisitions. <u>Project Update</u> - July 2023: Looking at the possibility of submitting a REAP grant for several land acquisitions along Walnut Creek east of 100th Street and west of I-35/80 for a potential total amount of land acquisitions of 10-15 acres.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						
Easement/Land		\$250,000	\$250,000	\$250,000	\$250,000	
Construction						
Total Costs						
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant		\$125,000	\$125,000	\$125,000	\$125,000	
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding		\$125,000	\$125,000	\$125,000	\$125,000	
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds				\$125,000	\$125,000	
LOSST		\$125,000	\$125,000			
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd		\$125,000	\$125,000	\$125,000	\$125,000	
Other: Donations						
Total Internal Funding		\$125,000	\$125,000	\$125,000	\$125,000	
TOTAL FUNDING:		\$250,000	\$250,000	\$250,000	\$250,000	

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-12	#
PROJECT TITLE		CORE PROGRAM	
Shuler Pond Park		Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- 10-2024	
Greenbelt Master Plan			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Development of a neighborhood park at the southwest corner of Berkshire Parkway and Douglas Avenue. The conceptual plan was created in 2019 and will need to be updated/finalized before construction is started. Further work on the project will not commence until 2027 when funding is planned for the design of the park improvements based on the conceptual plan. Some elements of the park will be completed with surrounding developments as they are approved for construction. The conceptual plan for the park is shown below: 			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update</u> – October 2024 No new updates. <u>Project Update</u> – December 2023 No new updates. <u>Project Update</u> – July 2023			

A small section of trail was constructed along the south and east sides of the pond as part of the Meadowview Senior Housing project to the south of the park. No other improvements are planned in the near future until funding for the park becomes available.

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
Park design	\$50,000	2026

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE

PROJECT FINANCING:

EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services			\$50,000	\$50,000		
Easement/Land						
Construction				\$300,000		
Total Costs						
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds				\$350,000		
LOSST			\$50,000			
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd						
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:			\$50,000	\$350,000		

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
		LS-16	#342
PROJECT TITLE		CORE PROGRAM	
78 th Street Temporary Park		Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022	Updated- October 2024	University Boulevard Neighborhood Flood Mitigation Plan	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
This project will construct “temporary” park improvements on the existing city-owned property that has been acquired as part of the University Blvd Neighborhood Flood Mitigation Plan. The temporary park uses will be focused on the largest grouping of properties owned by the city on the east and west sides of 78th Street. Potential uses being investigated include soccer fields, community gardens, disc golf, mountain bike skills tracks, etc. The image below shows the properties that are currently owned by the city and can be used for temporary park uses. It is anticipated that additional properties will be purchased in the coming year and can be used for park uses.			
			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
Project Update – October 2024			

The concept for this will be presented at the October 24, 2024, City Council meeting. Construction of improvements is proposed to be completed in two phases with the first phase starting in early 2024. The second will start following the removal of the buildings on the property currently owned by Briggs.

Project Update - December 2023

A design contract with McClure to develop concepts for this temporary park space will be considered by the City Council at their December 2023 meeting.

Project Update – July 2023

Staff is working with McClure Engineering to develop a scope of services to for conceptual design of temporary park improvements

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:

(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
McClure Engineering – Concept Development	\$35,000	12-2023

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE

PROJECT FINANCING:

EXPENSES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services		\$35,000				
Easement/Land						
Construction		\$185,000		\$40,000		
Total Costs		\$210,000		\$40,000		
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						
Franchise Fees						

TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash on Hand	\$250,000					
Other: Donations						
Total Internal Funding				\$40,000		
TOTAL FUNDING:				\$40,000		

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Leisure Services/Richard Brown		Park Facilities	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
New Project		LS-18	#
PROJECT TITLE		CORE PROGRAM	
Rio Valley Park Improvements		Great Place to Live: The Premier Location for Families	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created- 11/2022		Updated- October 2024	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The proposed project would be for the improvement of Rio Valley Park. The park currently consists of three small play areas and a walking trail that connects to the Greenbelt Trail. All of the park elements are beyond their intended lifespan and need to be replaced. Also, this is related to one of the projects identified in the Annual Greenbelt Trail Improvements. The Rio Valley Trail connection is planned to be rehabilitated in 2025 which would coincide with the proposed work to improve Rio Valley Park in 2026. 			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
<u>Project Update</u> – October 2024 Per discussion with City Manager as part of the CIP development process it is proposed to move the design funding to FY2026 and the construction funding to FY2027. The proposed expenditures below reflect that discussion. <u>Project Update</u> - July 2023 No updates or work on this project are planned for a couple of years until funding becomes available.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			

TASK		STAKEHOLDERS			DATE/PHASE	
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$75,000				
Easement/Land						
Construction			\$750,000			
Total Costs						
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds			\$750,000			
LOSST		\$75,000				
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants						
Other: Donations						
Total Internal Funding		\$75,000	\$750,000			
TOTAL FUNDING:		\$75,000	\$750,000			

City of Clive 2025 - 2029 Capital Improvements Program



PROJECT LISTING

1

Fire Engine Replacement (2028-2029)

2

Alice's Road Reconstruction Phase 1 (2025-2026)

3

Alice's Road Right of Way Acquisitions (2025-2027)

4

Douglas Drive and Berkshire Parkway Signal (2026)

5

Swanson Boulevard Rebab (2028)

6

Campbell Park Improvements and Bridge (2027-2030)

7

Sunset Terrace Reconstruction (2027)

8

Little Walnut Creek Stream & Trail Extension (2025-2027)

9

Alice's Road Park Planning (2028)

10

Greenbelt Trail Improvement (Bridge) (2028)

11

University Blvd Pump Station Improvements (2025-2026)

12

Harbach Phase 2 Reconstruction (2025-2026)

13

University Boulevard Flood Mitigation (2025-2029)

14

NW 82nd Street Trail Extension (2027-2028)

15

Clark Street Roundabouts (2028-2029)

16

Shuler Pond Park (2027-2028)

17

Water Main Replacement - NW 80th Street (2027-2028)

18

Colby Avenue Reconstruction (2028-2029)

19

Alices Road Reconstruction Phase 2 (2026-2027)

20

Alices Road Reconstruction Phase 3 (2027-2028)

21

Alices Road Reconstruction Phase 4 (2028-2029)

22

Water Main Replacement - NW 84th/Clark Street (2028-2029)

23

Rio Valley Park Improvements (2026-2027)

24

Water Main Replacement - Franklin Avenue (2029-2030)

25

Linnan Park Improvements (2025)

26

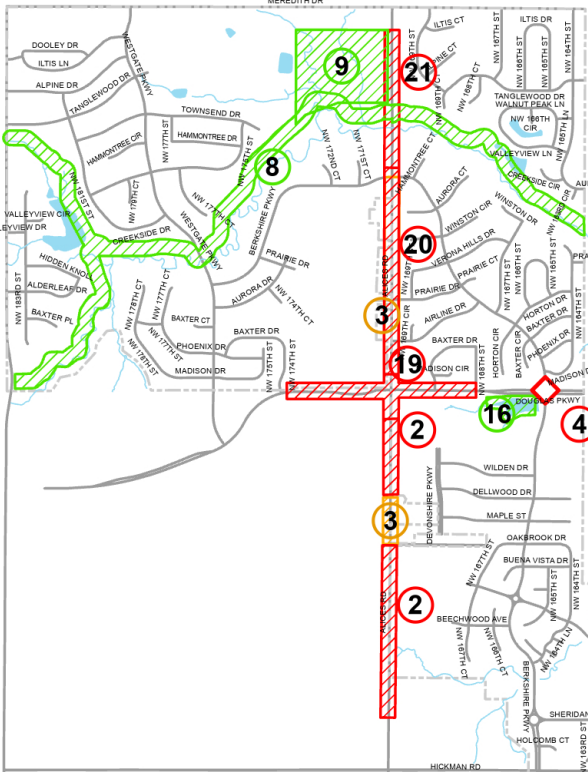
Porter Shelter Area Improvements (2027-2028)

27

Water Main Replacement - NW 78th Street (2026-2027)

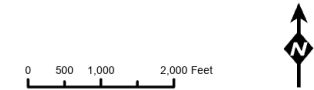
28

Clive Hall and Library Renovations (2025-2026)



KEY

Transportation / Traffic

Water Improvements

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jeff May		Sanitary Sewers (SNS)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Maintenance		PW-01	#429
PROJECT TITLE		CORE PROGRAM	
Annual Sanitary Sewer Rehabilitation Program		Provide Reliable Utility Services for Daily Living and Business Activity	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/20/22	Updated 9/18/24	CCTV pipe & MH Inspections & 2018 Sanitary Sewer Study	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Sewer Rehabilitation Projects; manhole, adjusting rings and casting rehabilitation or replacement. Sewer main rehabilitation or replacement. As our sanitary sewer collection system ages deficiencies become more numerous. Pipe deficiencies can cause tree root infiltration and water infiltration, causing loss of pipe capacity and the potential for possible overflows. Cured-In-Place-Pipe (CIPP) technology reinstates the sewer main back to a 50-year life span. Furthermore manhole/casting rehabilitation also lessens the storm water infiltration			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
Note: \$24K remaining on 2021/22 project. \$200K per CIP year. FY 24/25 – Jul 24 thru Jun 25 - \$200K FY 25/26 – Jul 25 thru Jun 26 - \$200K FY 26/27 – Jul 26 thru Jun 27 - \$200K FY 27/28 – Jul 27 thru Jun 28 - \$200K FY 28/29 – Jul 28 thru Jun 29 - \$200K FY 29/30 – Jul 23 thru Jun 24 - \$200K			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES	DATE
2021/2022 Project – Set Public Hearing		OPC - \$196,150.00	10/14/21
2021/2022 Project - Letting			11/2/21
2021/2022 Project – Awarded – Accujet – Completion Date 3/31/22		\$189,042	11/11/21
2021/2022 Project – PreCon Meeting			11/29/21
2021/2022 Project – Approved Pay Request #1		\$70,409.54	4/14/22
2021/2022 Project – Approved Pay Request #2		\$77,974.00	5/5/22
2021/2022 Project - Conference Call w/ AccuJet about Completion			9/12/22
2022/2023 Project – Set Public Hearing		OPC - \$198,888.00	10/13/22
2022/2023 Project - Letting			11/1/22
2021/2022 Project – Approved Pay Request #3		\$14,908.16	11/10/22

[illegible]

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						
Easement/Land						
Construction		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Total Costs		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General						
Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer			\$100,000	\$200,000	\$200,000	\$200,000
Utility: Stormwater						
Other: Cash/Grants Rcvd		\$200,000	\$100,000			
Other: Donations						
Total Internal Funding		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
TOTAL FUNDING:		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jeff May		Water Mains (WTM)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-2	430-5750-6799
PROJECT TITLE		CORE PROGRAM	
Annual Water Main Replacement & Extension		Provide Reliable Utility Services for Daily Living and Business Activity	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/22/22	Updated 9/18/24	Staff Analysis	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
AWWA recommends having a consistent meter change out program targeting a 15 to 20-year replacement program. Public Works will be resuming meter change outs, and will be replacing valves that are not working properly. (\$40K material and \$60K for construction costs). The funds will also be utilized as an emergency contingency in the case of a major water main break. In addition, we will be making an emergency connection to the Waukee water system to provide a means of serving the area north of Little Walnut Creek and west of Alice's Road, in the event the City's single crossing of Little Walnut Creek west of Alice's road is lost. The estimated cost of this connection is \$50,000 and would be spent prior to July 1, 2024. FY 25 – July 1, 2024 – Jun 30, 2025 - \$100,000 FY 26 – July 1, 2025 – Jun 30, 2026 - \$100,000 FY 27 – July 1, 2026 – Jun 30, 2027 - \$100,000 FY 28 – July 1, 2027 – Jun 30, 2028 - \$100,000 FY 29 – July 1, 2028 – Jun 30, 2029 - \$100,000 Account # - 435-5750-6799			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
Purchased Commercial Meters	\$13,467.52	7/5/23	
Purchased Commercial Meters	\$2,279.25	7/5/23	
Purchased Commercial Meters	\$16,727.64	7/19/23	
Purchased Meters	\$13,623.54	8/2/23	
Purchased Meters	\$10,717.10	8/2/23	

Purchased Meters		\$25,200.60		9/6/23		
Purchased bolts for Meters		\$48.03		9/6/23		
Purchased Meters		\$4,235.00		10/4/23		
Purchased Commercial Meters		\$3,390.00		10/4/23		
Purchased Automatic PRV for Hawthorn		\$6,886.00		1/3/24		
Purchased Meters		\$1,946.22		2/14/24		
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK		STAKEHOLDERS		DATE/PHASE		
PROJECT FINANCING:						
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
Professional Services						
Easement/Land						
Construction	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Total Costs	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General						
Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd						
Other: Donations						
Total Internal Funding		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
TOTAL FUNDING:		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

CAPITAL PROJECT TRACKING FORM																											
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE																									
Public Works/Rai Tokuhisa		Various																									
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #																									
New		PW-3	#427																								
PROJECT TITLE		CORE PROGRAM																									
Annual Stormwater Improvements Program		Provide Reliable Utility Services for Daily Living and Business Activity																									
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY																									
Created 9/22/22	Updated: 9/18/2024	NPDES #2 Permit, Walnut Creek Streambank Assessment, Walnut Creek Floodplain Inundation Plan, Flood Alert Plan																									
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:																									
Storm Sewer Capital Repair- Funding for repair/replacement of storm sewer (future account #428) The Storm Water Annual Appropriation encompasses a range of projects (planning and construction) associated with the operation and maintenance of the City's Storm Water system. The intake replacement is anticipated to be on-going annual efforts associated with the Annual Street Rehabilitation Program (PW-4). 25/26 - \$100k 26/27 - \$100k 27/28 - \$100k 28/29 - \$100k 29/30 - \$100k Additional intake replacement needs were previously identified in tandem with the crack-sealing program; the intake identification is no longer in the regular rotation of work due to other priority. Other intake repairs are addressed on an as-needed basis out of the public works operating budget. 6-week streambank or water quality construction project: Fall of 2025 – Detention basin retrofit for Angel Park Detention basin and neighborhood SQR program. This project has a 50/50 reimbursement through WQI for time and materials. Other Stormwater Capital Expenses are assigned within various projects for stormwater management include the following: <table border="0"> <tr> <td>2025 /2026</td> <td>\$11,820,000</td> </tr> <tr> <td>Little Walnut Creek Corridor</td> <td>\$10,810,000</td> </tr> <tr> <td>Forest AveWater Main --treebox stormwater solution for street replace.</td> <td>\$60,000</td> </tr> <tr> <td>Harbach Reconstruction Stormwater</td> <td>\$300,000</td> </tr> <tr> <td>Linnan Park SWM</td> <td>\$100,000</td> </tr> <tr> <td>Berkshire North (Shuler Pond) Park Development</td> <td>\$250,000</td> </tr> <tr> <td>Angel Park – trail replacement, minor grading, and ecological establishment</td> <td>\$150,000</td> </tr> <tr> <td>University Blvd Flood Prone Property Buyout</td> <td>\$150,000</td> </tr> <tr> <td>2026 /2027</td> <td>\$1,030,000</td> </tr> <tr> <td>Little Walnut Creek Corridor - Mitigation Banking Instrument</td> <td>\$80,000</td> </tr> <tr> <td>Canary Park Improvements</td> <td>\$100,000</td> </tr> <tr> <td>Alice's Road Reconstruction (SCL to Douglas) Stormwater</td> <td>\$500,000</td> </tr> </table>				2025 /2026	\$11,820,000	Little Walnut Creek Corridor	\$10,810,000	Forest AveWater Main --treebox stormwater solution for street replace.	\$60,000	Harbach Reconstruction Stormwater	\$300,000	Linnan Park SWM	\$100,000	Berkshire North (Shuler Pond) Park Development	\$250,000	Angel Park – trail replacement, minor grading, and ecological establishment	\$150,000	University Blvd Flood Prone Property Buyout	\$150,000	2026 /2027	\$1,030,000	Little Walnut Creek Corridor - Mitigation Banking Instrument	\$80,000	Canary Park Improvements	\$100,000	Alice's Road Reconstruction (SCL to Douglas) Stormwater	\$500,000
2025 /2026	\$11,820,000																										
Little Walnut Creek Corridor	\$10,810,000																										
Forest AveWater Main --treebox stormwater solution for street replace.	\$60,000																										
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2026 /2027	\$1,030,000																										
Little Walnut Creek Corridor - Mitigation Banking Instrument	\$80,000																										
Canary Park Improvements	\$100,000																										
Alice's Road Reconstruction (SCL to Douglas) Stormwater	\$500,000																										

	Porter Shelter SWM					\$200,000
	University Blvd Flood Prone Property Buyout					\$150,000
2027	/2028					\$710,000
	Little Walnut Creek Corridor - Mitigation Banking Instrument					\$80,000
	Water Main Replacement (NW 78th and 80th Street)--treebox stormwater solution					\$180,000
	Alice's Road Reconstruction (Intersection of Alice's & Douglas)					\$100,000
	Campbell Park Bridge Replacement SWM					\$200,000
	University Blvd Flood Prone Property Buyout					\$150,000
2028	/2029					\$620,000
	Little Walnut Creek Corridor - Mitigation Banking Instrument					\$80,000
	Water Main Replacement- NW 84th, NW 85th & Clark Street Area--treebox stormwater solution					\$180,000
	Sunset Terrace Water Main --treebox stormwater solution for street replace.					\$60,000
	City Hall rain gardens and Walnut Creek bank stabilization					\$50,000
	NW 106th Street - SWFE Regenerative Stormwater Conveyance					\$100,000
	University Blvd Flood Prone Property Buyout					\$150,000
2029	/2030					\$1,085,000
	Little Walnut Creek Corridor - Mitigation Banking Instrument					\$80,000
	Water Main Replacement-- Franklin Avenue NW 82nd to NW 86th--treebox stormwater solution					\$60,000
	Colby Ave Reconstruction --treebox stormwater solution for street replace.					\$60,000
	City Hall rain gardens and Walnut Creek bank stabilization					\$50,000
	NW 106th Street - SWFE Regenerative Stormwater Conveyance					\$100,000
	Creek stabilization @ Hickman & 128th (see 2019 Stream Assessment Project #29)					\$225,000
	University Blvd Flood Prone Property Buyout					\$150,000
	NW 82nd Street Trail Project – Harbach to University					\$120,000
	Swanson Blvd Rehab Project--treebox stormwater solution for street replace.					\$240,000
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)						
ROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)						
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES			DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK		STAKEHOLDERS			DATE/PHASE	
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						

Easement/Land						
Construction		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Total Costs		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other: WQI 50/50 Reimbursement		\$228,775				
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Other: Cash/Grants Rcvd						
Other: Donations						
Total Internal Funding		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
TOTAL FUNDING:		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/ Jeff May		Street (STR)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement/Maintenance		PW-4	#476
PROJECT TITLE		CORE PROGRAM	
Annual Street Rehabilitation Program		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/22/22	Updated 9/20/24	Pavement Management System (dTIMs), 2017 Street Study, Staff	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
These projects are intended to improve street conditions and are part of the annual street maintenance program. Major Rehabilitation Projects – Asphalt Overlays 2025 - \$600K - Country Club/Country Club West Area (\$300K 24/25 & \$300K 25/26), (Country Club Blvd \$600K - This is in FY 25 CIP and should be completed by 6/30/25) 2026 - \$1.4M - Country Club/Country Club West Area (\$1.4M), (\$700K 25/26 + \$300K 25/26 & \$700 26/27+ \$300K 26/27) 2027 - \$1.4M - Country Club/Country Club West Area (\$650K 26/27 & \$950 27/28) 2028 - \$1.4M - Country Club/Country Club West Area (\$900K 27/28 & \$600K 29/29) 2029 – \$1.2 M Country Club/Country Club West Area (\$600K 28/29 & \$600K 29/30) Minor Rehabilitation Projects – Bridge 2025 - \$150k – NW 114th Street Bridge Repair Project (FY 25 CIP to be completed by 6/30/25) Minor Rehabilitation Projects - Full Depth Patching 2025 – Arterial - \$500K – NW 142nd & University – Berkshire & Sheridan 2025 – Residential - \$900K – Country Club West Area ahead of the 2026 Asphalt Overlay 2026 Arterial – \$600K - University – NW 128th to NW 142nd 2026 – Residential – \$600K – Areas north of Hickman Rd bounded by Buena Vista Dr (N), Corporate Limits (E), Holcomb Ave (S), and NW 152nd St (W) 2027 – Residential - \$600K - Country Club Glen Plats north of Hickman Rd and west of NW 156th St NW 162nd (Sheridan to Boston), NW 78th (Drake to Drake Ct as part of 78th Street water main replacement project) Various other patches in this area 2028 – Residential - \$600K – Verona Hills and Shadow Creek plats north of Douglas Parkway			

2029 - Residential – \$800K – East of 86th Street

Others patching to be addressed by Public Works or as funding permits:

NW 124th (University Ave to Stratford)
 Stratford Dr (NW 123rd to NW 124th)
 NW 108th (Hickman to dead end) (2023 Public Works)
 NW 120th (University to 1410)
 Forest Ave (NW 105th to NW 105th Pl)
 Forest Cir (NW 104th to dead end)
 Hickman Ct (NW 100th to west end)

**PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS
 (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)**

**PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:
 (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)**

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
2024 Arterial PCC Pavement Rehabilitation Project – Set PH	OPC - \$929,458	12/14/23
2024 Arterial PCC Pavement Rehabilitation Project – Letting		1/25/24
2024 Arterial PCC Pavement Rehabilitation Project – Award Concrete Company	\$985,337.50	2/1/24
2024 Arterial PCC Pavement Rehabilitation Project – Pay Request #1	\$51,879.97	7/11/24
2024 Arterial PCC Pavement Rehabilitation Project – Pay Request #2	\$455,363.50	8/8/24
2024 Arterial PCC Pavement Rehabilitation Project – Pay Request #3	\$422,323.93	9/12/24
2024 Arterial PCC Pavement Rehabilitation Project – Pay Request #4		
2024 Residential PCC Pavement Rehabilitation Project – Set PH	OPC - \$669,750	1/11/24
2024 Residential PCC Pavement Rehabilitation Project – Letting		2/1/24
2024 Residential PCC Pavement Rehabilitation Project – Award Concrete Company	\$591,506.25	2/8/24

2024 Residential PCC Pavement Rehabilitation Project – Pre-Construction Conference		3/12/24
2024 Residential PCC Pavement Rehabilitation Project – Pay Request #1	\$238,180.20	5/23/24
2024 Residential PCC Pavement Rehabilitation Project – Pay Request #2	\$288,587.67	6/27/24
2024 Residential PCC Pavement Rehabilitation Project – Pay Request #3	\$33,772.50	7/25/24
2024 Residential PCC Pavement Rehabilitation Project – Change Order #1	\$98,952.50	7/25/24
2024 Residential PCC Pavement Rehabilitation Project – Pay Request #4	\$60,418.10	8/8/24
2024 Residential PCC Pavement Rehabilitation Project – Pay Request #5		
2024 Residential HMA Pavement Rehabilitation Project – Set PH	OPC - \$667,515	2/8/24
2024 Residential HMA Pavement Rehabilitation Project – Letting		3/7/24
2024 Residential HMA Pavement Rehabilitation Project – Award Des Moines Asphalt & Paving	\$508,646.30	3/14/24
2024 Residential HMA Pavement Rehabilitation Project – Pre-Construction Conference		4/18/24
2024 Residential HMA Pavement Rehabilitation Project – Pay Request #1	\$92,568.00	7/11/24
2024 Residential HMA Pavement Rehabilitation Project – Pay Request #2	\$263,247.65	8/8/24
2024 Residential HMA Pavement Rehabilitation Project – Pay Request #3		
Country Club Boulevard HMA Pavement Rehabilitation Project – Set PH	OPC - \$665,500	6/27/24
Country Club Boulevard HMA Pavement Rehabilitation Project – Letting		7/20/24
Country Club Boulevard HMA Pavement Rehabilitation Project – Award Des Moines Asphalt & Paving	\$626,036.25	7/27/24
Country Club Boulevard HMA Pavement Rehabilitation Project – Pre-Construction Conference		
Country Club Boulevard HMA Pavement Rehabilitation Project – Pay Request #1		
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION		
TASK	STAKEHOLDERS	DATE/PHASE

2024 Residential PCC Pavement Rehabilitation Project – Postcard	Residents in impacted area	3/15/24				
2024 Arterial PCC Pavement Rehabilitation Project – Postcard Re: Nighttime Operations	Residents in impacted area	6/27/24				
2024 Residential HMA Pavement Rehabilitation Project – Initial Notification Letter	Residents in impacted area	5/10/24				
2024 Residential HMA Pavement Rehabilitation Project – Paving Notification Letter	Residents in impacted area	7/12/24				
2024 Residential HMA Pavement Rehabilitation Project – Paving Door Hangers	Residents in impacted area	7/19/24				
2024 Residential HMA Pavement Rehabilitation Project – Sidewalk Notification Letter	16 impacted residents	8/31/24				
PROJECT FINANCING:						
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
Professional Services						
Easement/Land						
Construction	\$2,150,000	\$2,600,000	\$2,000,000	\$2,000,000	\$2,000,000	
Total Costs	\$2,150,000	\$2,600,000	\$2,000,000	\$2,000,000	\$2,000,000	
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees		\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: LOSST - DC		\$200,000		\$250,000	\$250,000	\$250,000

Other: LOSST - PC		\$450,000	\$1,100,000	\$250,000	\$250,000	\$250,000
Total Internal Funding		\$2,150,000				
TOTAL FUNDING:		\$2,150,000	\$2,600,000	\$2,00,000	\$2,000,000	\$2,000,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jeff May		Traffic Control (TRF)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement/New		PW-5	#334
PROJECT TITLE		CORE PROGRAM	
Annual Traffic Improvement & Safety Program		Provide Reliable Utility Services for Daily Living and Business Activity	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/22/22		Updated	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Various projects associated with Traffic (vehicular and pedestrian) improvements: 2025-2026 - Berkshire Parkway and Boston Parkway LED Street Light Conversion - \$30K (8/8), - Cabinet Replacement - \$42K (4/18) - Pedestrian Push Button ADA compliance - \$14K - Intersection Detection Replacement (Gridsmart) – 2/6 - \$29K - APS button for ADA Compliance (MUTCD update) – 1/25 - \$7K - Fiber EtherWAN switches for Traffic Network – 1/1 - \$64K - Pedestrian Safety Improvements (accessible ramps, sidewalk connections, controllers, etc.) - \$5K per project (Com Dev) - Sidewalk Repair Program - \$20K (Com Dev) 2026-2027 - Cabinet Replacement - \$44K (5/18) - Pedestrian Push Button ADA compliance - \$14K - Intersection Detection Replacement (Gridsmart) – 3/6 - \$30K - APS button for ADA Compliance (MUTCD update) – 2/25 - \$7K - Pedestrian Safety Improvements (accessible ramps, sidewalk connections, controllers, etc.) - \$5K per project (Com Dev) - Sidewalk Repair Program - \$20K (Com Dev) 2027-2028 - Cabinet Replacement - \$45K (6/18) - Pedestrian Push Button ADA compliance - \$14K - Intersection Detection Replacement (Gridsmart) – 4/6 - \$31K - APS button for ADA Compliance (MUTCD update) – 3/25 - \$7K - Pedestrian Safety Improvements (accessible ramps, sidewalk connections, controllers, etc.) - \$5K per project (Com Dev) - Sidewalk Repair Program - \$20K (Com Dev) 2028-2029 - Cabinet Replacement - \$46K (7/18) - Pedestrian Push Button ADA compliance - \$14K			

- Intersection Detection Replacement (Gridsmart) – 5/6 - \$32K
- APS button for ADA Compliance (MUTCD update) – 4/25 - \$7K
- Pedestrian Safety Improvements (accessible ramps, sidewalk connections, controllers, etc.) - \$5K per project (ComDev)
- Sidewalk Repair Program \$20K (Com Dev)

2029-2030

- Cabinet Replacement - \$47K (8/18)
- Pedestrian Push Button ADA compliance - \$14K
- Intersection Detection Replacement (Gridsmart) – 6/6 - \$33K
- APS button for ADA Compliance (MUTCD update) – 5/25 - \$7K
- Pedestrian Safety Improvements (accessible ramps, sidewalk connections, controllers, etc.) - \$5K per project (Com Dev)
- Sidewalk Repair Program - \$20K (Com Dev)

Future

- 1) Hickman/ NW 152nd Traffic Signal - \$700K
- 2) Alice's Road/Douglas Parkway Traffic Signal - \$700K
- 3) Hickman/108th Traffic Signal - \$700K

PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
FY 24		
Purchased GridSmart for 86 th & Franklin	\$22,049.00	6/19/23
Purchased Cabinet for 86 th & Franklin	\$23,468.00	6/19/23
Purchased Street Light LED Conversion Kits	\$27,000.00	11/1/23
Completed Annual Boston/Berkshire Street Light LED Conversion		November 2023
Purchase Battery Backup – 86 th & Franklin (Part of Cabinet invoiced separately)	\$7,340.00	1/3/24
Pedestrian Push Button ADA compliance (PetSmart & University) and (142 nd & University)	\$7,821.00	5/31/24
FY25		
Purchased Street Light LED Conversion Kits	\$27,000.00	9/30/24

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE
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PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						
Easement/Land						
Construction		\$211,000	\$120,000	\$122,000	\$124,000	\$126,000
Total Costs		\$211,000	\$120,000	\$122,000	\$124,000	\$126,000
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds		\$200,000	\$100,000	\$100,000	\$124,000	\$125,000
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Other		\$11,000	20,000	\$22,000		\$1,000
Other: LOST PC						
Total Internal Funding		\$211,000	\$120,000	\$122,000	\$124,000	\$126,000
TOTAL FUNDING:		\$211,000	\$120,000	\$122,000	\$124,000	\$126,000

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Doug Ollendike			Streets (STR)		
NEW/REPLACEMENT			PROJECT/FUND/ACTIVITY #		
New			PW-6	#464	
PROJECT TITLE			CORE PROGRAM		
Alice's Road Property Acquisition			Provide for Easy Movement Within the Community and Access to the Metro		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
Created 9/22/22		Updated 9/25/23	Alice's Road Widening		
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
In order to facilitate reconstruction of Alice's Road, additional right-of-way on both sides of Alice's Road will be needed. Developing a process that allows for the orderly and systematic acquisition in advance of the actual need is recommend in order to most efficiently acquire the needed right-of-way. The City anticipates the need to reconstruct Alice's Road from a 2-lane rural roadway to a 5-lane urban roadway within the next 5-years. The specific reconstruction timeline will need to be fully coordinated with the City of Waukee, however, construction for the portion of Alice's Road south of Douglas Parkway is tentatively scheduled for 2025/26. In advance of the reconstruction project, significant property acquisition will be necessary to facilitate the needed right of way (approximately 19 homes) for the roadway.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services					
Easement/Land	\$750,000	\$2,000,000			
Construction					
Total Costs	\$750,000	\$2,000,000			
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					

State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds		\$750,000	\$1,500,000			
Road Use Tax						
Franchise Fees			\$300,000			
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd						
Other: LOSST - PC			\$200,000			
Total Internal Funding		\$750,000	\$2,000,000			
TOTAL FUNDING:		\$750,000	\$2,000,000			

CAPITAL PROJECT TRACKING FORM											
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE									
Public Works/Jon Cygan		Water Mains (WTM)									
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #									
		PW-7	#435								
PROJECT TITLE		CORE PROGRAM									
University Boulevard Pump Station Improvements		Provide Reliable Utility Services for Daily Living and Business Activity									
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY									
Created 9/22/22	Updated 10/8/24	2016 Water System Study									
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:									
The controls at the water pump station on University Boulevard need updating. The electrical and controls are currently located outside in cabinets on top of the pump station. When issues arise staff must work outside in rain and other elements to get the pump station back online. Working in electrical cabinets in the rain is a safety concern. This project includes the upgrade of the controls and electrical and the construction of a structure over the controls and electrical. Update controls and electrical system and construct building on pump station or construct new station at alternate site. Remaining on Design Agreement - \$80,000 – Prior to July 1, 2024 NOTE: Current location is east side of NW 75th St. Other options on 75th may be options depending on proposed development. May delay this project for 1-2 years to work with proposed development and to apply for funding. If the project is delayed, may consider control improvements at the pump station. The quick estimate for upgrading the controls is \$500,000. My recommendation would be to not upgrade the controls if the project is delayed. We have options, while not ideal, that would allow us to fill the 104th tower from LP Moon. 2024 Updates PSA <table> <tr> <td>Original</td> <td>\$101,800</td> </tr> <tr> <td>Updated</td> <td>\$198,827</td> </tr> <tr> <td>Paid to Date</td> <td>\$ 36,429</td> </tr> <tr> <td>Remaining</td> <td>\$162,398</td> </tr> </table> Additional for EA if grant received \$30K to \$40K Revised OPC: \$2,853,600.00 Funding – Applying for a BRIC Grant				Original	\$101,800	Updated	\$198,827	Paid to Date	\$ 36,429	Remaining	\$162,398
Original	\$101,800										
Updated	\$198,827										
Paid to Date	\$ 36,429										
Remaining	\$162,398										
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)											

03/24/22 – Design - Council Approved PSA with Snyder & Associates
09/26/24 – Snyder Provided an updated estimate assuming relocation north of University Avenue.
Estimated cost \$2.9 Million.

**PROJECT PHASES/ESTIMATED COSTS/SCHEDULE:
(DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)**

PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
Approved PSA w/ Snyder & Associates	\$101,800	3/24/22
Snyder & Associates OPC	\$ 1,077,406	8/9/22
Meeting with Snyder		8/9/22
Snyder & Associate – Pay Request #1	\$1,870.07	8/11/22
Snyder & Associate – Pay Request #2	\$4,621.50	8/11/22
Snyder & Associate – Pay Request #3	\$3,361.88	9/8/22
Snyder & Associates OPC	\$ 1,553,000	10/10/22
Snyder & Associate – Pay Request #4	\$2,231.50	10/13/22
Snyder & Associates OPC	\$1,936,000	5/24/23
Snyder & Associate – Pay Request #5	\$4,576.50	1/12/23
Snyder & Associate – Pay Request #6	\$1,886.50	6/8/23
Snyder & Associate – Pay Request #7	\$1,297.50	7/13/23
Meeting w/ Snyder		8/2/23
Snyder & Associate – Pay Request #8	\$1,932.75	8/10/23
Snyder & Associate – Pay Request #9	\$1,257.26	10/12/23
Snyder & Associate – Pay Request #10	\$1,092.50	11/9/23
Snyder & Associate – Pay Request #11	\$1,330.00	1/11/24
Conference call with Snyder		3/28/24
Snyder & Associates – Pay Request #12	\$5,811.05	9/12/24
Snyder & Associates – Pay Request #13	\$5,160.00	9/12/24
New PSA Orig - \$101,800, Rvsd - \$198,827 - Rmn	\$162,398	9/26/24
New OPC	\$2,853,600	6/26/24
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION		
TASK	STAKEHOLDERS	DATE/PHASE
Preliminary Concept Review Meeting		8/2/23

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$202,500				
Easement/Land						
Construction			\$2,900,000			
Total Costs		\$202,500	\$2,900,000			
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water		\$150,000	\$725,000			
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd		\$52,500	\$2,175,000			
Other: Donations						
Total Internal Funding			\$2,000,000			
TOTAL FUNDING:		\$202,500	\$2,900,000			

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Streets (STR)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-8	#476
PROJECT TITLE		CORE PROGRAM	
Colby Avenue Reconstruction – NW 97 th St to NW 99 th Ct		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/20/23		Updated 10/8/24	
2017 Street Study			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Reconstruct Coby Avene from NW 97th Street to NW 99th Court due to deteriorating concrete and water mains. Replace Street with asphalt section, 1,100' of water main and sanitary sewer main. Streets \$ 974,800 Storm Sewer \$ 210,400 Sanitary Sewer \$ 472,800 Water \$ 342,000 Total \$2,000,000 Stormwater Management (10%) - \$200,000			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services				\$10,000		
Easement/Land						
Construction					\$700,000	\$1,500,000
Total Costs				\$10,000	\$700,000	\$1,500,000
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						\$1,250,000
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water					\$150,000	
Utility: Sewer					\$500,000	
Utility: Stormwater					\$100,000	
Other: Cash On Hand						250,000
Other: LOSST - PC				\$10,000	\$200,000	
Total Internal Funding						
TOTAL FUNDING:				\$10,000	\$950,000	\$1,500,000

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Jim Hagelie			Streets (STR)		
NEW/REPLACEMENT			PROJECT/FUND/ACTIVITY #		
Replacement			PW-9	#476	
PROJECT TITLE			CORE PROGRAM		
Sunset Terrace Reconstruction – NW 97 th St to NW 99 th Ct			Provide for Easy Movement Within the Community and Access to the Metro		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
Created 9/20/23		Updated 10/8/24	2017 Street Study		
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
Reconstruct Sunset Terrace from NW 97th Street to NW 99th Court due to deteriorating concrete and water mains. Replace Street, 1,100' of water main and sewer main. Streets \$ 974,800 Storm Sewer \$ 210,400 Sanitary Sewer \$ 472,800 Water \$ 342,000 Total \$2,000,000 Stormwater Management (10%) - \$200,000					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$10,000			
Easement/Land					
Construction			\$700,000	\$1,500,000	
Total Costs		\$10,000	\$700,000	\$1,500,000	

REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water				\$150,000		
Utility: Sewer				\$500,000		
Utility: Stormwater				\$300,000		
Other: Cash On Hand					\$1,500,000	
Other: LOSST - PC				\$750,000		
Other: LOSST - DC			\$10,000	\$500,000		
Total Internal Funding						
TOTAL FUNDING:			\$10,000	\$2,200,000	\$1,500,000	

CAPITAL PROJECT TRACKING FORM															
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE													
Public Works/Jim Hagelie		Streets (STR)													
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #													
Replacement		PW-10	#395												
PROJECT TITLE		CORE PROGRAM													
Harbach Boulevard Reconstruction – 82nd to 86th		Provide Reliable Utility Services for Daily Living and Business Activity													
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY													
Created	Updated 10/8/24	Staff Analysis and Service Experience													
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:													
The street will be reconstructed and the undersized cast/ductile water main and clay sanitary sewer main will be replaced. This section of water main is an old cast iron pipe and has had numerous failures over the years. With the replacement of this water main it will be upsized to a 12" pipe to provide greater flow capacity to the area. This project will include the reconstruction of Harbach Boulevard from NW 78th Street to NW 86th Street and will include the replacement of approximately 2775' of old 6" cast iron water main, 2,800 lf of clay sanitary sewer main. As part of the replacement of this water main will be to upsize to a 12" PVC water main to provide greater flow capacity to the area. Phase 2 2025 (FY 25/26) – Harbach 82nd to 86th <table border="0"> <tr> <td>Streets</td> <td>\$ 1,200,000</td> </tr> <tr> <td>Sanitary Sewer</td> <td>\$ 350,000</td> </tr> <tr> <td>Water</td> <td>\$ 350,000</td> </tr> <tr> <td>Storm Sewer</td> <td>\$ 350,000</td> </tr> <tr> <td><u>Stormwater BMP's</u></td> <td><u>\$ 250,000</u></td> </tr> <tr> <td>Total</td> <td>\$ 2,500,000</td> </tr> </table> NOTE: This Project is now tied to Linnan Park improvements.				Streets	\$ 1,200,000	Sanitary Sewer	\$ 350,000	Water	\$ 350,000	Storm Sewer	\$ 350,000	<u>Stormwater BMP's</u>	<u>\$ 250,000</u>	Total	\$ 2,500,000
Streets	\$ 1,200,000														
Sanitary Sewer	\$ 350,000														
Water	\$ 350,000														
Storm Sewer	\$ 350,000														
<u>Stormwater BMP's</u>	<u>\$ 250,000</u>														
Total	\$ 2,500,000														
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)															

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)						
PHASES/TASKS/APPROVED CONTRACTORS			COST ESTIMATES		DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK			STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						
Easement/Land						
Construction		\$1,000,000	\$1,500,000			
Total Costs		\$1,000,000	\$1,500,000			
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water			\$300,000			
Utility: Sewer			\$650,000			
Utility: Stormwater			\$350,000			
Other: Cash On Hand		\$100,000				
Other: LOSST - DC		\$250,000				
Other: LOSST-PC		\$650,000	\$200,000			
Total Internal Funding		\$1,000,000				
TOTAL FUNDING:		\$1,000,000	\$1,500,000			

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Water Mains (WTM)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-12	#435
PROJECT TITLE		CORE PROGRAM	
Forest Avenue Water Main Replacement Project – Indian Hills Drive to NW 98th		Provide Reliable Utility Services for Daily Living and Business Activity	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/28/23	Updated 10/7/24	2016 Water System Study/Staff Analysis	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The City's Water System Study was completed in 2017. The Study identified the need to start replacing water mains. Staff has identified water mains that have experienced a high number of main breaks and is including those projects in the CIP. The mains identified are being included in the current CIP to address short term needs. Staff utilizes information from the street and sewer studies to identify a comprehensive CIP to create a replacement schedule that takes all of the infrastructure needs into consideration. The water main in Forest Avenue is undersized and is experiencing frequent breaks. The project will be completed while the neighboring school is out of session. No major street rehab is currently planned in this area. Forest Avenue - Replace 900 LF of 6" cast/ductile water main with 8" PVC water main. Funds include \$250,000 for water and \$50,000 for street replacement. Construction June 2025 – September 2025. Construction starting in summer of 2025 and ending in fall 2025			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)						
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES			DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK		STAKEHOLDERS			DATE/PHASE	
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services						
Easement/Land						
Construction						
		\$300,000				
Total Costs		\$300,000				
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General						
Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water		\$300,000				
Utility: Sewer						
Utility: Stormwater						
Other: LOSST - DC						
Other: Donations						
Total Internal Funding						
TOTAL FUNDING:		\$300,000				

CAPITAL PROJECT TRACKING FORM (TEMPLATE)																							
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE																					
Public Works/Jim Hagelie		Traffic Control (TRF)																					
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #																					
New		PW-13																					
PROJECT TITLE		CORE PROGRAM																					
13 – NW 108 th & Hickman Intersection Signalization Project		Provide for Easy Movement Within the Community and Access to the Metro																					
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY																					
Created 9/20/23	Updated	Intersection Study																					
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:																					
This is a joint project between Clive and Urbandale to signalize the intersection of Hickman Road and NW 108th Street. The IDOT will be reconstructing the I35/80 and Hickman Road interchange. Based on the current project estimate we will receive \$200K in U-Step funding. Signalization of Hickman Road and NW 180th Intersection, including associated street improvements. <u>Estimate</u> <table> <tr> <td>Signalization</td> <td>\$840,000</td> </tr> </table> <u>Urbandale</u> <table> <tr> <td>Signalization (0%)</td> <td>\$ 0</td> </tr> <tr> <td>Total</td> <td>\$ 0</td> </tr> <tr> <td>U-STEP</td> <td>\$ 0</td> </tr> <tr> <td>Urbandale's Costs</td> <td>\$ 0</td> </tr> </table> <u>Clive</u> <table> <tr> <td>Signalization (100%)</td> <td>\$ 840,000</td> </tr> <tr> <td>Total</td> <td>\$ 840,000</td> </tr> <tr> <td>Additional DOT for temp signals</td> <td>\$ 200,000</td> </tr> <tr> <td>U-STEP</td> <td>\$ 200,000</td> </tr> <tr> <td>Clive's Costs</td> <td>\$ 440,000</td> </tr> </table>				Signalization	\$840,000	Signalization (0%)	\$ 0	Total	\$ 0	U-STEP	\$ 0	Urbandale's Costs	\$ 0	Signalization (100%)	\$ 840,000	Total	\$ 840,000	Additional DOT for temp signals	\$ 200,000	U-STEP	\$ 200,000	Clive's Costs	\$ 440,000
Signalization	\$840,000																						
Signalization (0%)	\$ 0																						
Total	\$ 0																						
U-STEP	\$ 0																						
Urbandale's Costs	\$ 0																						
Signalization (100%)	\$ 840,000																						
Total	\$ 840,000																						
Additional DOT for temp signals	\$ 200,000																						
U-STEP	\$ 200,000																						
Clive's Costs	\$ 440,000																						
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)																							
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)																							
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE																					
Approved MOU – NW 108 th Warrant Study	\$12,000.00	3/9/23																					
Approved PSA – Snyder - NW 108 th Warrant Study		9/9/23																					

Pay Request #1 - Design		\$5,925.44		7/13/23	
Discuss NW 108 th w/ Council				2/22/24	
Pay Request #2 - Design		\$3,030.88		3/14/24	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:					
EXPENSES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services					
Easement/Land					
Construction					
Total Costs					
REVENUES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:					
Developer Contribution					
State Grant: U-STEP	\$200,000				
Federal Grant					
Local Grant					
Other: Urbandale	\$0				
Other: DOT for temp signals	\$200,000				
Total External Funding	\$400,000				
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028
General					
Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater					
Other: Cash On Hand					
Other: Donations					
Total Internal Funding	\$400,000				
TOTAL FUNDING:		\$400,000			

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Water Mains (WTM)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-15	#435
PROJECT TITLE		CORE PROGRAM	
Water Main Replacement (NW 78 th and 80 th Street)		Provide Reliable Utility Services for Daily Living and Business Activity	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created	Updated 10/9/24	Water System Study/Staff Analysis	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The City's system study was completed in 2017. The Study identified the need to start replacing water mains. Staff has identified water mains that have experienced a high number of main breaks and have developed projects in the CIP for these areas. As the Street and sewer studies are completed, staff will use the information provided by all the studies to identify a comprehensive CIP to create a replacement schedule that takes all the infrastructure needs into consideration. The water main along NW 78th and NW 80th Streets are undersized and have experienced many breaks. Given the narrow right-of-way and other physical constraints along the corridor, it is assumed that a single lane of patching on both streets will need to occur to reinstall the water main. NW 78th Street - Replace 2,600 LF of 6" cast/ductile water main with 8" PVC water main. NW 80th Street - Replace 2,000 LF of 6" cast/ductile water main with 8" PVC water main. NOTE: Survey to be performed in 24-25 FY and include the survey for University Flood Mitigation. Funds include \$1,100,000 for water and \$1,500,000 for street replacement. Due to timing, water funds will be used to replace streets.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$20,000				
Easement/Land						
Construction			\$1,300,000	\$1,300,000		
Total Costs		\$20,000	\$1,300,000	\$1,300,000		
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water		\$20,000		\$1,000,000		
Utility: Sewer						
Utility: Stormwater			\$550,000			
Other: Cash/Grants Rcvd				\$300,000		
Other: LOSST DC			\$550,000			
Other: LOSST PC			\$200,000			
Total Internal Funding		\$20,000	\$1,300,000	\$1,300,000		
TOTAL FUNDING:		\$20,000	\$1,300,000	\$1,300,000		

CAPITAL PROJECT TRACKING FORM (TEMPLATE)					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Jim Hagelie			Water Mains (WTM)		
NEW/REPLACEMENT			PROJECT/FUND/ACTIVITY #		
Replacement			PW-17	#435	
PROJECT TITLE			CORE PROGRAM		
Water Main Replacement– Franklin Avenue NW 82 nd to NW 86th			Provide Reliable Utility Services for Daily Living and Business Activity		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
Created 9/20/23		Updated 9/20/24	2016 Water System Study/Staff Analysis		
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
The City's Water System Study was completed in 2017. The Study identified the need to start replacing water mains. Staff has identified water mains that have experienced a high number of main breaks and is including those projects in the CIP. The mains identified are being included in the current CIP to address short term needs. Staff utilizes information from the street and sewer studies to identify a comprehensive CIP to create a replacement schedule that takes all infrastructure needs into consideration. The water main in Franklin Street is undersized. Franklin Avenue - Replace 1,314 LF of 6" cast/ductile water main with 8" PVC water main. NOTE: \$10,000 for survey prior to Jan 1, 2028. Funds include \$750,000 for water and \$750,000 for street replacement. Due to timing, water funds will be used to replace streets.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services				\$10,000	
Easement/Land					
Construction					
Total Costs				\$10,000	

REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water					\$10,000	
Utility: Sewer						
Utility: Stormwater						
Other: LOSST - DC						
Other: LOSST- PC						
Total Internal Funding					\$10,000	
TOTAL FUNDING:					\$10,000	

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Streets (STR)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-18	#471
PROJECT TITLE		CORE PROGRAM	
NW 111 th /NW 114 th Street Reconstruction		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created	Updated 9/20/2024	2017 Street Study	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Reconstruct NW 111th/NW 114th Street from Smart Honda to the Walnut Creek Bridge due to deteriorating concrete. Stormwater requirements associated with the impervious replacement square footage (58,000 SF) will be met in a downstream stormwater wetland complex in Cownie field. Stormwater quantity requirements associated with pavement square footage (9,000 SF) in excess of existing will be treated with underground detention in the right of way. This project will be constructed in 2024. A portion of the construction costs will be prior to July 1, 2024. Prior to July 1 2024, - \$150,000 After July 1 2024, - \$1,400,000 NOTE: Stormwater Management is not included in this project. Work and Funding needed to meet the City's Stormwater requirements will be need in addition to this project. Estimated cost \$259,000 (\$200,000 wetland and \$59,000 for detention)			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
Survey Completed – WHKS	\$8,150	2/8/23	
Construction subtotal – wetland	\$200,000		
Construction subtotal – underground detention	\$59,000		
Set Public Hearing	OPC – \$1,833,068.00	12/14/23	
Letting		1/25/24	
Award (Alliance Construction Group)	\$1,349,523.50	2/1/24	

Permanent and Temporary Easements Approved		3/14/24				
Preconstruction Meeting		4/2/24				
Pay Request #1	\$51,729.87	5/2/24				
Change Order #1	\$2,707.78	5/15/24				
Pay Request #2	\$92,483.00	6/13/24				
Pay Request #3	\$24,105.85	7/11/24				
Pay Request #4	\$114,289.69	8/8/24				
Pay Request #5	\$51,228.41	9/12/24				
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK	STAKEHOLDERS	DATE/PHASE				
Contacted Smart Honda, Stew Hansen, Dent Eliminators to set up Meeting – No Response from Smart Honda		Oct-22				
Jeff May met w/ Dent Eliminators		11/1/22				
Jeff May met w/ Stew Hansen		11/3/22				
Face-to-face follow-up meetings (staging and construction)	Smart Honda, Stew Hansen, Dent Eliminators	Oct-23				
Property Coordination Meetings	Local Businesses	4/3-9/24				
Mailed Closure Notice	Greater Neighborhood	4/9/24				
PROJECT FINANCING:						
EXPENSES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
Professional Services						
Easement/Land						
Construction	\$2,050,000					
Total Costs	\$2,050,000					
REVENUES:	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds		\$75,000				
Utility: Water		\$200,000				
Utility: Sewer						

Utility: Stormwater		\$225,000				
Other: Cash On Hand		\$1,150,000				
Other: LOSST - DC		\$400,000				
Total Internal Funding		\$2,050,000				
TOTAL FUNDING:		\$2,050,000				

CAPITAL PROJECT TRACKING FORM													
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE											
Public Works/Jim Hagelie		Streets (STR)											
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #											
Replacement		PW-19	#480										
PROJECT TITLE		CORE PROGRAM											
NW 99 th Court Reconstruction		Provide for Easy Movement Within the Community and Access to the Metro											
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY											
Created	Updated 7/30/2024	2017 Street Study											
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:											
Reconstruct NW 99th Court due to deteriorating concrete and water mains. Replace sanitary sewer, water and storm sewer. This project has been moved from 2025 to 2024. <table> <tr> <td>Streets</td> <td>\$ 1,218,500</td> </tr> <tr> <td>Storm Sewer</td> <td>\$ 263,000</td> </tr> <tr> <td>Sanitary Sewer</td> <td>\$ 591,000</td> </tr> <tr> <td>Water</td> <td>\$ 427,000</td> </tr> <tr> <td>Total</td> <td>\$ 2,500,000</td> </tr> </table> Stormwater Management (10%) - \$250,000 NOTE: Stormwater Management is not included in this project. Work and Funding needed to meet the City's Stormwater requirements will be need in addition to this project. Estimated cost \$250,000				Streets	\$ 1,218,500	Storm Sewer	\$ 263,000	Sanitary Sewer	\$ 591,000	Water	\$ 427,000	Total	\$ 2,500,000
Streets	\$ 1,218,500												
Storm Sewer	\$ 263,000												
Sanitary Sewer	\$ 591,000												
Water	\$ 427,000												
Total	\$ 2,500,000												
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)													
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)													
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE											
Survey Completed – Snyder & Associates	\$8,500	2/14/23											
Soil Borings Contracted – Allender and Butzke	\$5,000	3/9/23											
Set Public Hearing	OPC – 2,416,646	12/14/23											
Letting		2/1/24											
Award (Mainline Construction)	\$1,521,703.44	2/8/24											
Preconstruction Meeting		3/14/24											
Pay Request #1	\$176,773.26	5/16/24											
Pay Request #2	\$143,368.50	6/13/24											
Pay Request #3	\$346,110.71	7/11/24											
Change Order #1	\$25,000	7/18/24											

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK		STAKEHOLDERS			DATE/PHASE	
Public Meeting		Impacted residents			9/13/23	
Neighborhood Meeting		Residents Within Project Limits			3/5/24	
Mailer Notice		Greater Neighborhood			3/20/24	
Mailer Notice		Residents Within Project Limits			4/9/24	
PROJECT FINANCING:						
EXPENSES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Professional Services						
Easement/Land						
Construction		\$2,750,000				
Total Costs		\$2,750,000				
REVENUES:		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other:						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water		\$750,000				
Utility: Sewer		\$750,000				
Utility: Stormwater		\$225,000				
Other: Cash On Hand						
Other: LOSST - DC		\$350,000				
Other: LOSST - PC		\$675,000				
Total Internal Funding		\$2,750,000				
TOTAL FUNDING:		\$2,750,000				

CAPITAL PROJECT TRACKING FORM																																			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE																																	
Public Works/Jim Hagelie		Streets (STR)																																	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #																																	
Replacement		PW-20	464																																
PROJECT TITLE		CORE PROGRAM																																	
Alice's Road Reconstruction Phase 1A - South Corporate Limit to South of Dellwood		Provide for Easy Movement Within the Community and Access to the Metro																																	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY																																	
Created	Updated 11/28/23	Staff Analysis																																	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:																																	
Reconstruction of Alice's Road to increase the roadway capacity demanded by the additional development occurring in the area. Design will start in 2024, with construction anticipated to occur in 2026. This is a joint project with the City of Waukee and includes reconstruction of Alice's Road from the south corporate limit to Douglas. <table border="0"> <thead> <tr> <th></th> <th>Total</th> <th>Clive</th> <th>Waukee</th> </tr> </thead> <tbody> <tr> <td>Updated OPC — 2025 Construction</td> <td>\$ 6,738,000</td> <td>\$ 3,369,000</td> <td>\$ 3,369,000</td> </tr> <tr> <td>Engineering</td> <td>\$ 1,937,000</td> <td>\$ 1,522,135</td> <td>\$ 414,865</td> </tr> <tr> <td>ROW</td> <td>\$ 312,000</td> <td>\$ 312,000</td> <td>\$ 0</td> </tr> <tr> <td>Total</td> <td>\$ 8,897,000</td> <td>\$ 5,203,135</td> <td>\$ 3,783,865</td> </tr> </tbody> </table> <table border="0"> <tbody> <tr> <td>Engineering</td> <td>\$ 1,937,000 (\$1,097,820.6 remaining as of 10/10/24)</td> </tr> <tr> <td>Streets</td> <td>\$ 5,390,850</td> </tr> <tr> <td>Storm</td> <td>\$ 860,450</td> </tr> <tr> <td>Water</td> <td>\$ 486,700</td> </tr> <tr> <td>ROW</td> <td>\$ 312,000</td> </tr> <tr> <td>Total</td> <td>\$ 8,987,000</td> </tr> </tbody> </table> Phase 1A Project is 50/50 with Waukee. Engineering is divided: Clive \$1,555,135 Waukee \$414,865 NOTE: Costs in 25/26 include costs paid prior to June 30, 2025.					Total	Clive	Waukee	Updated OPC — 2025 Construction	\$ 6,738,000	\$ 3,369,000	\$ 3,369,000	Engineering	\$ 1,937,000	\$ 1,522,135	\$ 414,865	ROW	\$ 312,000	\$ 312,000	\$ 0	Total	\$ 8,897,000	\$ 5,203,135	\$ 3,783,865	Engineering	\$ 1,937,000 (\$1,097,820.6 remaining as of 10/10/24)	Streets	\$ 5,390,850	Storm	\$ 860,450	Water	\$ 486,700	ROW	\$ 312,000	Total	\$ 8,987,000
	Total	Clive	Waukee																																
Updated OPC — 2025 Construction	\$ 6,738,000	\$ 3,369,000	\$ 3,369,000																																
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ROW	\$ 312,000	\$ 312,000	\$ 0																																
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Storm	\$ 860,450																																		
Water	\$ 486,700																																		
ROW	\$ 312,000																																		
Total	\$ 8,987,000																																		
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)																																			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)																																			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE																																	
Waukee Estimate	\$15,725,000	9/26/22																																	
Design (10%)	\$1,572,500	9/26/22																																	
Meeting w/ Waukee (Rudy) to discuss Consultant Selection		4/3/23																																	
RFQ's Sent Out		10/4/23																																	

RFQ’s Received		10/27/23				
Meeting to discuss Consultant Selection		11/9/23				
Notified Snyder of their selection		11/10/23				
Scope Kickoff Meeting		11/14/23				
Scope Review Meeting		11/22/23				
Final Scope Review Meeting – Teams Mtg		12/1/23				
Approved Design Services MOU w/ Waukee		12/14/23				
Award Design – Snyder & Associates	\$1,937,000.00	1/11/24				
Begin Bi-weekly Project Mtgs – Wed @ 8:00 am		1/24/24				
Design – Pay Request #1	\$57,775.69	2/22/24				
Design – Pay Request #2	\$54,323.75	3/14/24				
Design – Pay Request #3	\$105,901.18	4/11/24				
Council Update/Discussion		4/11/24				
Updated OPC	\$7,050,000	9/24/24				
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK	STAKEHOLDERS	DATE/PHASE				
PROJECT FINANCING:						
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
Professional Services	\$1,097,820					
Easement/Land	\$312,000					
Construction	\$6,738,000					
Total Costs	\$8,147,820					
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
External Funding Sources:						
Developer Contribution	\$1,000,000					
State Grant - STBG						
Federal Grant						
Local Grant						
Other: Waukee-Const	\$3,783,865					
Other:						
Total External Funding	\$4,783,865					
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds		\$2,470,000				
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water		\$500,000				
Utility: Sewer		\$400,000				

Utility: Stormwater						
Other: Cash						
Other: Grants Rcvd - STP						
Other: LOSST - PC						
Total Internal Funding		\$3,370,000				
TOTAL FUNDING:		\$8,153,865				

CAPITAL PROJECT TRACKING FORM																													
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE																											
Public Works/Jim Hagelie		Streets (STR)																											
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #																											
Replacement		PW-21	464																										
PROJECT TITLE		CORE PROGRAM																											
Alice's Road Reconstruction Phase 1B - South of Dellwood to South of Douglas		Provide for Easy Movement Within the Community and Access to the Metro																											
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY																											
Created	Updated 9/18/24	Staff Analysis																											
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:																											
Reconstruction of Alice's Road to increase the roadway capacity demanded by the additional development occurring in the area. Design will start in 2024, with construction anticipated to occur in 2026. This is a joint project with the City of Waukee and includes reconstruction of Alice's Road from the south of Dellwood to South of Douglas. <table border="0"> <thead> <tr> <th></th> <th>Total</th> <th>Clive</th> <th>Waukee</th> </tr> </thead> <tbody> <tr> <td>Updated OPC - 2026 Construction</td> <td>\$ 3,469,000</td> <td>\$ 1,734,500</td> <td>\$ 1,734,500</td> </tr> <tr> <td>Engineering</td> <td>\$ 200,000</td> <td>\$ 100,000</td> <td>\$ 100,000</td> </tr> <tr> <td>ROW</td> <td>\$ 78,000</td> <td>\$ 78,000</td> <td>\$ 0</td> </tr> </tbody> </table> <table border="0"> <tbody> <tr> <td>Engineering</td> <td>\$ 200,000</td> </tr> <tr> <td>Streets</td> <td>\$ 2,798,000</td> </tr> <tr> <td>Storm</td> <td>\$ 417,000</td> </tr> <tr> <td>Water</td> <td>\$ 254,000</td> </tr> <tr> <td>ROW</td> <td>\$ 78,000</td> </tr> </tbody> </table> Phase 1b Project is 50/50 with Waukee					Total	Clive	Waukee	Updated OPC - 2026 Construction	\$ 3,469,000	\$ 1,734,500	\$ 1,734,500	Engineering	\$ 200,000	\$ 100,000	\$ 100,000	ROW	\$ 78,000	\$ 78,000	\$ 0	Engineering	\$ 200,000	Streets	\$ 2,798,000	Storm	\$ 417,000	Water	\$ 254,000	ROW	\$ 78,000
	Total	Clive	Waukee																										
Updated OPC - 2026 Construction	\$ 3,469,000	\$ 1,734,500	\$ 1,734,500																										
Engineering	\$ 200,000	\$ 100,000	\$ 100,000																										
ROW	\$ 78,000	\$ 78,000	\$ 0																										
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PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)																													
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)																													
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE																											
Snyder OPC	\$3,547,000	9/24/24																											
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION																													
TASK	STAKEHOLDERS	DATE/PHASE																											

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$200,000				
Easement/Land		\$78,000				
Construction		\$1,214,150	\$2,254,850			
Total Costs		\$1,492,150	\$2,254,850			
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant - STBG						
Federal Grant						
Local Grant						
Other: Waukee-Const		\$804,650	\$1,029,850			
Other:						
Total External Funding		\$804,650	\$1,029,850			
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds			\$850,000			
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds		\$3,000,000				
Utility: Water		\$370,000				
Utility: Sewer						
Utility: Stormwater						
Other: Grants Rcvd - STP						
Other: Cash		\$687,500	\$1,173,500			
Other: LOSST - PC						
Other: LOSST - DC		\$325,000				
Total Internal Funding		\$4,382,500	\$2,023,500			
TOTAL FUNDING:		\$5,187,150	\$3,053,350			

CAPITAL PROJECT TRACKING FORM					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Jim Hagelie			Streets (STR)		
NEW/REPLACEMENT			PROJECT/FUND/ACTIVITY #		
Replacement			PW-22	#464	
PROJECT TITLE			CORE PROGRAM		
Douglas and Berkshire Intersection Improvements			Provide for Easy Movement Within the Community and Access to the Metro		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
Created		Updated 9/18/24	Staff Analysis		
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
Reconstruction of Alice's Road to increase the roadway capacity demanded by the additional development occurring in the area. Design will start in 2024, with construction anticipated to occur in 2026. This is a joint project with the City of Waukee and includes reconstruction of Alice's Road from the south of Dellwood to South of Douglas. A decision was made to include: Updated OPC – 2025/2026 Construction Signals - \$874,000 (Roundabout - \$3,724,000) Engineering – Signals - \$50K (Roundabout - \$300K)					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Snyder OPC - Signals		\$874,000		10/8/24	
Snyder OPC - Roundabout		\$3,724,000		10/8/24	
Design – Pay Request #2		\$54,323.75		3/14/24	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services					

Easement/Land						
Construction						
Total Costs		\$924,000				
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant - STBG						
Federal Grant						
Local Grant						
Other: Waukee-Const						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds		\$924,000				
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater						
Other: Grants Rcvd - STP						
Other: LOSST - PC						
Total Internal Funding		\$924,000				
TOTAL FUNDING:		\$924,000				

CAPITAL PROJECT TRACKING FORM																													
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE																											
Public Works/Jim Hagelie		Streets (STR)																											
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #																											
Replacement		PW-23	464																										
PROJECT TITLE		CORE PROGRAM																											
Alice's Road Reconstruction Phase 2 - Intersection Alice's/Douglas & completion of Douglas		Provide for Easy Movement Within the Community and Access to the Metro																											
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY																											
Created	Updated 10/10/24	Staff Analysis																											
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:																											
Reconstruction of Alice's Road to increase the roadway capacity demanded by the additional development occurring in the area. Design will start in 2025, with construction anticipated to occur in 2027. This is a joint project with the City of Waukee. Undertaking the design work associated with the reconstruct of Alice's Road (Phase 2) - The intersection of Alice's Road and Douglas. (This does not include the construction of Douglas to the east of the intersection). <table border="0"> <thead> <tr> <th></th> <th>Total</th> <th>Clive</th> <th>Waukee</th> </tr> </thead> <tbody> <tr> <td>Update OPC – 2027 Construction -</td> <td>\$3,795,000</td> <td>\$ 2,846,250</td> <td>\$ 948,750</td> </tr> <tr> <td>Engineering</td> <td>\$ 376,650</td> <td>\$ 282,500</td> <td>\$ 94,150</td> </tr> <tr> <td>ROW</td> <td>\$ 390,000</td> <td>\$ 390,000</td> <td>\$ 0</td> </tr> </tbody> </table> <table border="0"> <tbody> <tr> <td>Engineering</td> <td>\$ 376,650</td> </tr> <tr> <td>Streets</td> <td>\$ 3,441,400</td> </tr> <tr> <td>Storm</td> <td>\$ 239,000</td> </tr> <tr> <td>Water</td> <td>\$ 114,600</td> </tr> <tr> <td>ROW</td> <td>\$ 390,000</td> </tr> </tbody> </table> Phase 2 Project is divided approximately Clive 75% / Waukee 25%. Actual division will be determined by project costs. STBG Grants for Project = \$2,500,000 (Division of funds with Waukee will need to be determined since some of the funds were originally for Phase 1, that was a 50/50 project).					Total	Clive	Waukee	Update OPC – 2027 Construction -	\$3,795,000	\$ 2,846,250	\$ 948,750	Engineering	\$ 376,650	\$ 282,500	\$ 94,150	ROW	\$ 390,000	\$ 390,000	\$ 0	Engineering	\$ 376,650	Streets	\$ 3,441,400	Storm	\$ 239,000	Water	\$ 114,600	ROW	\$ 390,000
	Total	Clive	Waukee																										
Update OPC – 2027 Construction -	\$3,795,000	\$ 2,846,250	\$ 948,750																										
Engineering	\$ 376,650	\$ 282,500	\$ 94,150																										
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Streets	\$ 3,441,400																												
Storm	\$ 239,000																												
Water	\$ 114,600																												
ROW	\$ 390,000																												
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)																													
STBG Grants for Project \$2,500,000 Assume Clive 75%/Waukee 25% for Intersection																													

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)							
PHASES/TASKS/APPROVED CONTRACTORS			COST ESTIMATES		DATE		
Waukee Revised Estimate			9/27/22		\$5,252,000		
Snyder OPC			9/24/24		\$4,185,000		
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION							
TASK			STAKEHOLDERS		DATE/PHASE		
PROJECT FINANCING:							
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
Professional Services		\$200,000	\$176,650				
Easement/Land							
Construction			\$948,750	\$1,897,500	\$948,750		
Total Costs		\$250,000	\$1,125,400	\$1,897,500	\$948,750		
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	
External Funding Sources:							
Developer Contribution							
STBG Grant							
Federal Grant							
Local Grant							
Other: Waukee		\$50,000	\$281,350	\$474,375	\$281,350		
Other:							
Total External Funding		\$50,000	\$281,350	\$474,375	\$281,350		
Internal Funding:		Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds			\$200,000		\$423,125		
Road Use Tax							
Franchise Fees							
TIF Abatement Bonds				\$2,500,000	\$1,000,000		
Utility: Water							
Utility: Sewer							
Utility: Stormwater							
Other: Cash/Grants Rcvd						\$667,400	
Other: LOSST - DC							
Total Internal Funding			\$200,000	\$2,500,000	\$1,423,125	\$667,400	
TOTAL FUNDING:			\$250,000	\$2,781,350	\$1,897,500	\$948,750	

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Streets (STR)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-24	464
PROJECT TITLE		CORE PROGRAM	
Alice's Road Reconstruction Phase 3 - Douglas to Berkshire		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created	Updated 9/23/22	Staff Analysis	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Reconstruction of Alice's Road to increase the roadway capacity demanded by the additional development occurring in the area. Design will start in 2027, with construction anticipated to occur in 2028 or 29. This will include the reconstruction of Alice's Road from Douglas to Berkshire. Updated OPC – 2028 Construction - \$ 8,175,000 Engineering \$ 915,750 ROW \$ 2,000,000 Engineering \$ 915,750 Streets \$ 6,556,000 Storm \$ 1,119,000 Water \$ 100,000 ROW \$2,000,000 STBG Funding of \$500,000 Received			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
2025-26 - Design - \$250,000 2026-27 - Design - \$250,000 2027-28 - Construction - \$2,000,000 2028-29 - Construction - \$2,000,000			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
MPO STBG Grant Application		1/5/24	
MPO STBG Grant Application Presentation		3/20/24	
STBG Grant Awarded	\$500,000	4/16/24	
Snyder OPC	\$10,175,000	9/24/24	

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION						
TASK		STAKEHOLDERS		DATE/PHASE		
PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services				\$515,750	\$400,000	
Easement/Land						
Construction					\$2,861,250	\$5,313,750
Total Costs				\$515,750	\$3,261,250	\$5,313,750
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant - STBG						
Federal Grant						
Local Grant						
Other: STBG						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds				\$515,750	\$5,051,000	\$2,400,000
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds					\$3,000,000	\$1,813,750
Utility: Water						\$100,000
Utility: Sewer						
Utility: Stormwater						\$400,000
Other: Cash/Grants Rcvd						
Other: LOSST - DC						
Total Internal Funding				\$515,750	\$8,051,000	\$4,713,750
TOTAL FUNDING:				\$515,750	\$8,051,000	\$4,713,750

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Streets (STR)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-25	464
PROJECT TITLE		CORE PROGRAM	
24 – Alice’s Road Reconstruction Phase 4 – Berkshire to Meredith		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/23/22		Updated	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Reconstruction of Alice’s Road to increase the roadway capacity demanded by the additional development occurring in the area. Design will start in 2027, with construction anticipated to occur in 2029. This will include the reconstruction of Alice’s Road from Douglas to Berkshire. Note Design costs: \$200K in FY 26/27 and \$500K in FY 27/28. Updated OPC – 2030 Construction \$ 7,012,000 Engineering \$ 631,080 ROW Engineering \$ 631,080 Streets \$ 6,293,250 Storm \$ 638,750 Water \$ 80,000 Construction in 2030/2031 \$ 4,557,800			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
Snyder OPC	\$7,012,000	9/24/24	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services					\$200,000	\$431,080
Easement/Land						
Construction						\$2,454,200
Total Costs					\$200,000	\$2,885,280
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						\$1,225,000
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						\$600,000
LOSST - DC						\$750,000
Utility: Water						\$80,000
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd					\$200,000	\$500,000
Other: Donations						
Total Internal Funding					\$200,000	\$3,155,000
TOTAL FUNDING:					\$200,000	\$3,155,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jeff May		Streets (STR) – Trails - Stormwater	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-26	#462
PROJECT TITLE		CORE PROGRAM	
I35/80 Interchange Planning & Improvements		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created	Updated 9/23/22	Staff Analysis	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
This study will address the land use, access management, pedestrian and bicycle facilities, stormwater management, aesthetics/ gateway landscaping, funding strategy and improvements associated with the IDOT's reconstruction of the I35/80 interchange. Project: IM-080-4(69)125—13-77::Polk 35/80 & Hickman Interchange			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
NOTE: Project 50/50 with Urbandale <u>Grants Approved</u> STBG Funding - \$2,500,000 TAP Funding - \$ 800,000 <u>WQI - \$ 400,000</u> Total Grants \$ 3,700,000 Current OPC - \$9,725,000 \$10,464,860 Clive's Share \$3,612,000 \$ 3,382,430 Project to close out in 2028 and Clive will have 3 years to payoff (3 Equal Payments)			

PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)		
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE
Approved PSA Snyder – Total \$160,646.25	\$114,440	10/28/21
Preliminary OPC - Bridge	\$4,000,000	
Preliminary OPC – All other elements	\$3,900,000	
Meet with Urbandale		10/12/22
Utility Coordination Meetings		Monthly
Design PMT Meetings		Monthly
Corridor Planning Meetings		Monthly
Approved Supplemental PSA - \$690,237.29	\$351,046	1/12/23
Approved MOU – NW 108 th Warrant Study		3/9/23
Approved PSA – NW 108 th Warrant Study		3/9/23
Approved State Rec Trails Grant Application		6/22/23
Pay Request #1 – Design – NW 108 th Warrant Study	\$5,925.44	7/13/23
Approved I35/80 Bike Trail REAP Grant Application		8/10/23
Aesthetics and Landscaping	\$3,000,000	Aug 2023
Bicycle/Pedestrian Facilities	\$5,900,000	Aug 2023
Stormwater Management	\$ 825,000	Aug 2023
Approved Federal Rec Trail Grant Application		9/28/23
65% Design Review - Urbandale		9/6/23
Approved TAP Grant Official Endorsement (80/20, Project would receive \$800k)	\$1,000,000	12/14/23
Approved MOU w/ Urbandale – RAISE Grant App		1/11/24
Approved PSA w/ Snyder for RAISE Grant Application (Clive cost is \$15,000)	\$45,000	1/11/24
Project update to Council		2/22/24
Approved RAISE Grant Application	\$25,000,000	2/22/24
Pay Request #2 – Design – NW 108 th Warrant Study	\$3,030.88	3/14/24
Notified – TAP Funding Grant Approved	\$800,000	4/9/24
Pay Request #1 RAISE Grant Preparation & Submit	\$30,000	5/23/24
Approved IDOT Detour Agreement		5/23/24
Approved IDOT Joint Utility Trench Agreement		6/27/24
Approved TSIP Grant Application	\$500,000	7/25/24
Approved IDOT Preconstruction Agreement		8/8/24
Approved ICAAP Grant Application	\$2,500,000	9/12/24
Updated OPC	\$10,464,860	9/19/24

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
Iowa DOT Public Meeting				11/22/22	
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services					
Easement/Land					
Construction					
Total Costs					
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant					
Local Grant					
Other: Urbandale					
Other: TE Grants					
Total External Funding					
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater					
Other: Cash/Grants Rcvd					
Other: Donations					
Total Internal Funding					
TOTAL FUNDING:		\$0			

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Water Mains (WTM)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-27	#435
PROJECT TITLE		CORE PROGRAM	
Water Main Replacement- NW 84th, NW 85th & Clark Street Area		Provide Reliable Utility Services for Daily Living and Business Activity	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created	Updated 9/20/24	2016 Water Study & Staff Analysis	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
The City's system study was completed in 2017. The Study identified the need to start replacing water mains. As the Street and sewer studies are completed, staff will use the information provided by all of the studies to identify a comprehensive CIP to create a replacement schedule that takes all of the infrastructure needs into consideration. The water mains in this area are approaching the end of their service life and are undersized. Replace 1,280 LF in NW 84th Street, 580 LF in NW 85th Street and 1,025 LF in Clark Street (between NW 84th and NW 86th), of 6" cast/ductile water main with 8" PVC water main (3,500 LF total). The \$500K in Franchise Fees included for street patching due to water main replacement Water - \$1,000,000 Streets - \$1,500,000 NOTE: Complete Reconstruction cost would be \$4,700,000 including sanitary sewer.			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services				\$10,000		
Easement/Land						
Construction					\$1,500,000	\$1,000,000
Total Costs				\$10,000	\$1,500,000	\$1,000,000
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water				\$10,000	\$1,000,000	\$1,000,000
Utility: Sewer						
Utility: Stormwater						
Other: Cash/Grants Rcvd						
Other: LOSST - DC					\$250,000	
Other: LOSST - PC					\$250,000	
Total Internal Funding				\$10,000	\$1,500,000	\$1,000,000
TOTAL FUNDING:				\$10,000	\$1,500,000	\$1,000,000

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Jim Hagelie		Streets (STR)	
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
Replacement		PW-28	
PROJECT TITLE		CORE PROGRAM	
28 – Clark Street Reconstruction – Phase III		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/23/22		Updated 10/7/24	Staff Analysis
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
As part of the reconstruction of Clark Street, the replacement of the traffic circles was targeted as Phase III of the project. This reconstruction would include replacing the traffic circles at NW 101st and NW 102nd, water main at and between the circles will be replaced while storm and sanitary sewer will be replaced only at the locations where pavement is being replaced. It is proposed that the existing traffic circles will be replaced with a configuration that will provide better movement for larger vehicles and ease of maintenance. Survey \$ 10,000 Construction \$1,000,000 Streets - \$600,000 (2,000 square yards of pavement) Water - \$200,000 (600 linear foot of water main) Sanitary – \$100,000 (400 linear foot of sanitary sewer) Storm – \$100,000 (300 linear foot of storm sewer)			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	

PROJECT FINANCING:						
EXPENSES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services				\$10,000		
Easement/Land						
Construction					\$1,000,000	
Total Costs				\$10,000	\$1,000,000	
REVENUES:		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:						
Developer Contribution						
State Grant						
Federal Grant						
Local Grant						
Other: Fundraising						
Other:						
Total External Funding						
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds						
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer					\$200,000	
Utility: Stormwater					\$100,000	
Other: Cash/Grants Rcvd						
Other: LOSST - PC				\$10,000	\$400,000	
Other: LOSST - DC					\$300,000	
Total Internal Funding				\$10,000	\$1,000,000	
TOTAL FUNDING:				\$10,000	\$1,000,000	

CAPITAL PROJECT TRACKING FORM			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/ Rai Tokuhisa			
NEW/REPLACEMENT		PROJECT/FUND/ACTIVITY #	
New		PW-29	#389
PROJECT TITLE		CORE PROGRAM	
Little Walnut Creek Stream Restoration Project			
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
Created 9/23/22		Updated 10/10/2024	
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
Design and construction of Clive Greenbelt park along Little Walnut Creek from the corporate limit with Urbandale (~156 th St) to corporate limit with Waukee (~Warrior Lane). Project elements include stream channel restoration, outfall stabilization, trail, bridge, and ecological restoration. Unique project considerations include creation of a mitigation banking instrument for riparian buffer and wetlands (from Alice's Road to Warrior Lane).			
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
Stantec Phase 1 Conceptual Contract	\$154,456	4/2022	Professional Services
Bear Creek Cultural Resources Survey	\$35,160	11/2022	Professional Services
Stantec Phase 2 Base Contract	\$671,060	1/2023	Professional Services
Stantec Phase 2 Amendment 1	\$66,798	5/2023	Professional Services
Stantec Phase 2 Amendment 2	\$109,005	12/2023	Professional Services
Stantec Phase 2 Amendment 3	\$223,970	To Be Execute.	Professional Services
Iowa Earth Works Contract	\$762,453	10/2023	Construction
Iowa Earth Works Changeorder #1	\$41,175	5/2024	Construction
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES		DATE
Professional Services, see above PSA cost estimates Stantec, design services Bear Creek, archaeological services Impact7G, RES, or similar: mitigation bank monitoring Impact7G, RES, or similar: mitigation bank credit selling/administration Acquisition For trail near Quam property, price unknown. Carrying placeholder of \$84,000 assuming 9/2025 execution Cumulative Cost Estimates as of August 2024 \$0.91 M east stream \$0.76 M in materials (bid) \$0.04 M in materials (c/o #1) \$0.11 M in observation (contracted) \$0.82 M east trail \$0.78M in materials (60% EOPC) \$0.04M in observation (5% construction cost) \$0.1 M east ecological restoration in materials and vegetation establishment (30% draft scope Stantec) \$7.2 west stream \$6.9M in materials (90% EOPC)			

- 0.35M in observation (5% construction cost)
- \$3.8 west trail
 - \$3.8 in materials ([60% EOPC](#))
- \$700 K west ecological restoration in materials and vegetation establishment (Impact7G verbal estimate)
 - \$25 K ecological restoration - installation year 0
 - \$70 K stream project in-stream maintenance year 1
 - \$20 K stream project general site year 1
 - \$320 K vegetation management - year 2-5 (\$60k -100 annually)
 - \$20 K MBI for Credit Selling Administration

Incoming dollars estimated as of 2024

- \$1.8M gross MBI revenue, released as follows:
 - 15% at approval, task C
 - 15% at finalized construction, tasks E and G
 - 40% at end of 5-year monitoring period, task G
- \$1.1 Waukee easement
- \$0.2 Polk County donation – east of Alice’s
- \$0.2 Polk County donation – west of Alice’s

Possible funding to pursue:

- \$300 K for west trail (Richard)
- Metro Waste Authority; \$10k Environmental Enhancement Grant ([link](#))
- State Revolving Fund Nonpoint Special Purpose, up to full project cost ([link](#))
 - \$500k @ 0% interest
 - SRF interest rate about \$500k

ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION

TASK	STAKEHOLDERS	DATE/PHASE
A. East Stream Construction	Waukee SRF Project, neighborhood	12/2023 - 12/2024
A. East Stream Final Completion (vegetation)	Waukee SRF Project, neighborhood	12/2024 - 07/2025
B. East Trail 95% Construction plan, spec, EOPC	neighborhood, Polk Co. grant	12/2024 - 12/2024
B. East Trail 100% Construction plan, spec, EOPC	neighborhood, Polk Co. grant	12/2024 - 12/2024
B. East Trail Bid	neighborhood, Polk Co. grant	01/2025 - 01/2025
B. East Trail Construction	neighborhood, Polk Co. grant	03/2025 - 06/2025
C. Mitigation Banking Instrument - 1st draft	neighborhood, IDNR, USACE, MBI credit purchasers	10/2024 - 10/2024
C. Mitigation Banking Instrument - Public Meeting (Stream, Trail)	neighborhood, IDNR, USACE, MBI credit purchasers	11/2024 - 12/2024
C. Mitigation Banking Instrument - 2nd draft	neighborhood, IDNR, USACE, MBI credit purchasers	01/2025 - 02/2025

C. Mitigation Banking Instrument - Approval	neighborhood, IDNR, USACE, MBI credit purchasers	02/2025 - 04/2025			
D. West Stream and Trail Permit, DNR, USACE	neighborhood, IDNR, USACE, MBI credit purchasers	04/2025 - 08/2025			
E. West Stream 95% plans (pre-permit)	neighborhood, IDNR, USACE, MBI credit purchasers	08/2024 - 10/2024			
E. West Stream 100% plans (post-permit)	neighborhood, IDNR, USACE, MBI credit purchasers	03/2025 - 07/2025			
E. West Stream Bid, award	neighborhood, IDNR, USACE, MBI credit purchasers	07/2025 - 08/2025			
E. West Stream Public Engagement	neighborhood	09/2025 - 09/2025			
E. West Stream Construction	neighborhood	10/2025 - 03/2026			
E. West Stream Final Completion (vegetation)	neighborhood	03/2026 - 07/2026			
F. West Trail 95% plans (pre-permit)	neighborhood, Polk Co. grant	09/2024 - 10/2024			
F. West Trail 100% plans (post-permit)	neighborhood, Polk Co. grant	03/2025 - 07/2025			
F. West Trail Bid, award	neighborhood, Polk Co. grant	07/2025 - 01/2026			
F. West Trail Public Engagement	neighborhood, Polk Co. grant	02/2026 - 02/2026			
G. Mitigation Bank - Vegetation Management, Bank Monitoring, Credit Sales - year 2	IDNR, USACE, MBI credit purchasers	07/2026 - 06/2027			
G. Mitigation Bank - Vegetation Management, Bank Monitoring, Credit Sales - year 3	IDNR, USACE, MBI credit purchasers	07/2027 - 06/2028			
G. Mitigation Bank - Vegetation Management, Bank Monitoring, Credit Sales - year 4	IDNR, USACE, MBI credit purchasers	07/2028 - 06/2029			
G. Mitigation Bank - Vegetation Management, Bank Monitoring, Credit Sales - year 5	IDNR, USACE, MBI credit purchasers	07/2029 - 06/2030			
PROJECT FINANCING:					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services	\$587,554				
Easement/Land		\$ 84,000			
Construction	\$ 1,627,752	\$ 11,115,000	\$80,000	\$80,000	80,000
Total Costs	\$2,215,306	\$ 11,199,000	\$80,000	\$80,000	\$80,000
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Other: Waukee – SRF	\$1,040,000				
Other: Waukee – Easement remainder	TBD				

Other: Polk County						
Other – MBI Credit Sale						\$710,000
Total External Funding		\$1,040,000	\$1,667,650			\$710,000
Internal Funding:	Carry Over	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds			\$1,000,000	\$1,431,350		
Road Use Tax						
Franchise Fees						
TIF Abatement Bonds						
Utility: Water						
Utility: Sewer						
Utility: Stormwater			\$100,000	\$80,000	\$80,000	
Other: Cash On Hand		\$1,175,306	\$7,000,000			
Other: Donations						
Total Internal Funding		\$1,175,306	\$8,100,000	\$1,511,350	\$80,000	
TOTAL FUNDING:		\$2,215,306	\$9,767,650	\$1,511,350	\$80,000	

CAPITAL PROJECT TRACKING FORM (TEMPLATE)					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Jim Hagelie			Street (STR)		
NEW/UPDATED PROJECT			PROJECT/FUND/ACTIVITY #		
Replacement/Maintenance			PW-30	#476	
PROJECT TITLE			CORE PROGRAM		
Swanson Avenue Railroad Crossings			Provide for Easy Movement Within the Community and Access to the Metro		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
9/18/24		Update 10/7/24	Staff		
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
The condition of two railroad crossings through Swanson Blvd. has significantly deteriorated. Pavement near the crossings will be replaced, no additional traffic and pedestrian controls are intended to be installed (non-signalized). Work will be in coordination with the owners and DOT in hopes to acquire funding for the crossings. Currently one of the crossings is a private rail service. East crossing \$250K West Crossing \$150K These estimates are for the crossing only. If the railroad requires lights and/or gates, the estimate will increase. Timing of this is unknown due to railroad					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Initial Estimate		\$400,000		9/20/2024	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$50,000			
Easement/Land					

Construction			\$250,000	\$100,000	
Total Costs					
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant					
Local Grant					
Other: Fundraising					
Other:					
Total External Funding					
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Other: LOSST - DC			\$250,000	\$100,000	
Other: LOSST-PC					
Utility: Sewer					
Utility: Stormwater					
Other: Cash on Hand		\$50,000			
Other:					
Total Internal Funding		\$50,000	\$250,000	\$100,000	
TOTAL FUNDING:		\$50,000	\$250,000	\$100,000	

CAPITAL PROJECT TRACKING FORM (TEMPLATE)					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Jim Hagelie			Street (STR)		
NEW/UPDATED PROJECT			PROJECT/FUND/ACTIVITY #		
Replacement/Maintenance			PW-31	#476	
PROJECT TITLE			CORE PROGRAM		
Swanson Blvd Rehab Project			Provide for Easy Movement Within the Community and Access to the Metro		
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
9/18/24		10/7/24			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
The condition of Swanson Blvd. has deteriorated to the extent that rehabilitation is necessary. Given the condition of the pavement and the configuration of the utilities a HMA overlay is proposed with minimal utility work to be performed. The extent of the rehabilitation would be between NW 100th Street to the railroad crossing west of the Marzetti property for a total of 4,500 LF on a 31-foot section. This project includes PCC patching and an asphalt overlay between the railroad crossings on Swanson Blvd. The estimated cost is \$1.3M. Currently the \$2 million per year in the Annual Street Fund is identified for PCC pathing and overlays. We will need to identify how this is worked into the CIP based on available funding and priorities.					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Initial Estimate		\$1,300,000		9/20/24	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services		\$200,000			
Easement/Land					
Construction			\$600,000	\$500,000	
Total Costs					

REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant					
Local Grant					
Other: Fundraising					
Other:					
Total External Funding					
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Other: LOSST - DC			\$50,000	\$100,000	
Other: LOSST-PC			\$550,000	\$400,000	
Utility: Stormwater					
Other: Cash on Hand		\$200,000			
Other:					
Total Internal Funding		\$200,000	\$600,000	\$500,000	
TOTAL FUNDING:		\$200,000	\$600,000	\$500,000	

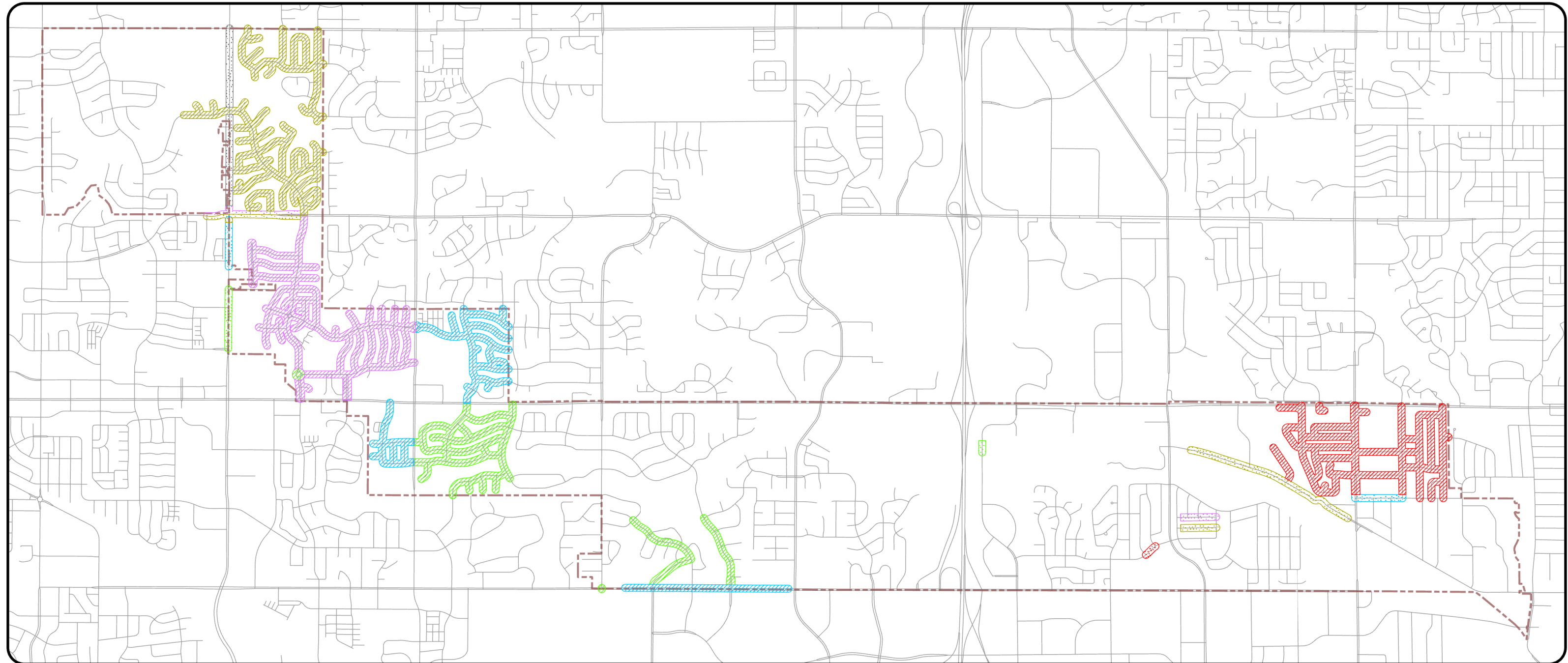
CAPITAL PROJECT TRACKING FORM (TEMPLATE)					
DEPARTMENT/PROJECT MANAGER			PROJECT TYPE		
Public Works/Jim Hagelie			Trail		
NEW/UPDATED PROJECT			PROJECT/FUND/ACTIVITY #		
Replacement/Maintenance			PW-32		
PROJECT TITLE			CORE PROGRAM		
NW 82 nd Street Trail Project – Harbach to University					
DATE CREATED/DATE UPDATED			STRATEGY, PLAN OR STUDY		
9/18/24		10/8/24			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:			
The purpose of this project is to provide pedestrian connectivity between city park facilities and the existing greenbelt network. The proposed trail will start at the intersection of NW 82nd Street and Harbach Blvd. and run south to University Avenue, cross the street and connect to the existing greenbelt network. The trail section will also serve as a horizontal park and include additional park features to provide a better user experience. The portion of the trail that runs between Harbach Blvd. and University Avenue will be within an easement. A railroad crossing will need to occur directly south of University Avenue to complete the entire connection. Trail OPC: \$600,000 Park Improvement OPC: Provided by Richard					
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)					
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)					
PHASES/TASKS/APPROVED CONTRACTORS		COST ESTIMATES		DATE	
Civil Related Items (Clearing, Grading, Storm, Pavement)		100K+200K+100K+200K=600K		9/20/24	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION					
TASK		STAKEHOLDERS		DATE/PHASE	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25					
EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services					
Easement/Land					

Construction					
Total Costs					
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant					
Local Grant					
Other: Fundraising					
Other:					
Total External Funding					
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds					
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater					
Other: Cash on Hand					
Other:					
Total Internal Funding					
TOTAL FUNDING:					

CAPITAL PROJECT TRACKING FORM (TEMPLATE)			
DEPARTMENT/PROJECT MANAGER		PROJECT TYPE	
Public Works/Chris Saltmarsh		Street (STR)	
NEW/UPDATED PROJECT		PROJECT/FUND/ACTIVITY #	
Replacement/Maintenance		PW-33	
PROJECT TITLE		CORE PROGRAM	
Traffic Cabinet Replacement and Infrastructure Upgrades Project		Provide for Easy Movement Within the Community and Access to the Metro	
DATE CREATED/DATE UPDATED		STRATEGY, PLAN OR STUDY	
9/24/24			
PURPOSE/SCOPE AND DESCRIPTION OF PROJECT		DATE SCOPE APPROVED BY CM:	
PROJECT DETAIL TRACKING: STATUS OF FUNDING/CHANGE ORDERS/AMENDMENTS (BEGINNING TO END, INTERNAL AND EXTERNAL FUNDING AND DESIGN)			
- 14 ATC Traffic Cabinets - \$406,000 - 5 GridSmart Detection Systems – \$125,000 - 14 Clary Battery Backup Systems - \$112,000 - 14 Polara APS Pedestrian Push Button Systems – \$98,000 - 14 EtherWAN Fiber Switches Power Supply – \$35,280 - 14 Contractor Installation of ATC Cabinets – \$59,000 - 11 EtherWAN Fiber Switches Power Supply for existing cabinets - \$27,720 - 6 Polara APS Pedestrian Push Button Systems for existing cabinets - \$42,000 - Total for upgrading existing cabinets to ATC - \$905,000 We can continue to work on this annually. At some point we will run into issues with switches communicating and will need to multiples in a year. If this is funded, some of the costs in the Annual Traffic Safety would be eliminated.			
PROJECT PHASES/ESTIMATED COSTS/SCHEDULE: (DESIGN, ROW, UTILITIES, APPROVED CONTRACTORS, TOTAL PER FY)			
PHASES/TASKS/APPROVED CONTRACTORS	COST ESTIMATES	DATE	
ENGAGEMENT PLAN, INCLUDING STAKEHOLDERS AND SCHEDULE OF IMPLEMENTATION			
TASK	STAKEHOLDERS	DATE/PHASE	
PROJECT FINANCING: Fiscal Year Basis- July 1, 2024-June 30, 2025 = FY 24/25			

EXPENSES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Professional Services					
Easement/Land					
Construction					
Total Costs		\$900,000			
REVENUES:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
External Funding Sources:					
Developer Contribution					
State Grant					
Federal Grant					
Local Grant					
Other: Fundraising					
Other:					
Total External Funding					
Internal Funding:	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
General Obligation Bonds		\$900,000			
Road Use Tax					
Franchise Fees					
TIF Abatement Bonds					
Utility: Water					
Utility: Sewer					
Utility: Stormwater					
Other: Cash on Hand					
Other:					
Total Internal Funding		\$900,000			
TOTAL FUNDING:		\$900,000			

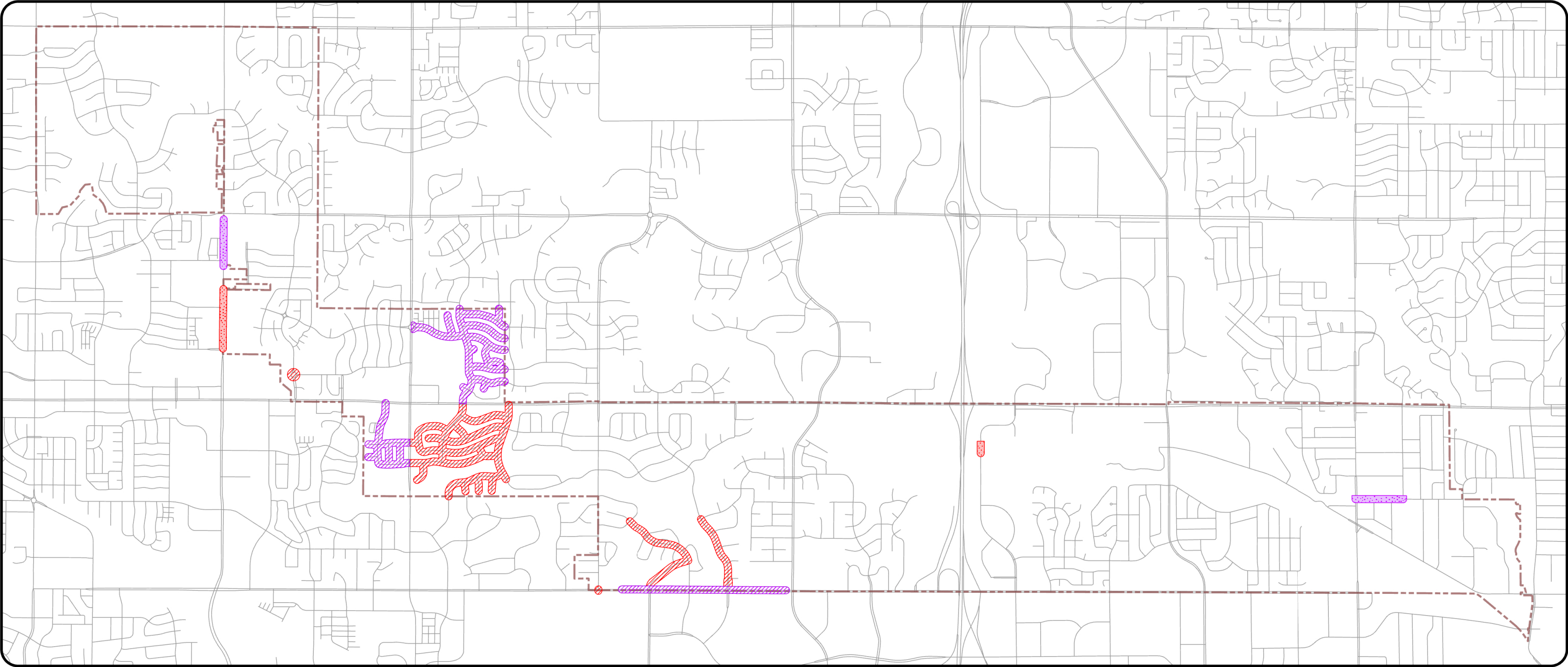
City of Clive Comprehensive Pavement Rehabilitation Program



0 1,000 2,000 4,000 Feet



City of Clive Comprehensive Pavement Rehabilitation Program - 2025 / 2026



0 1,000 2,000 4,000 Feet

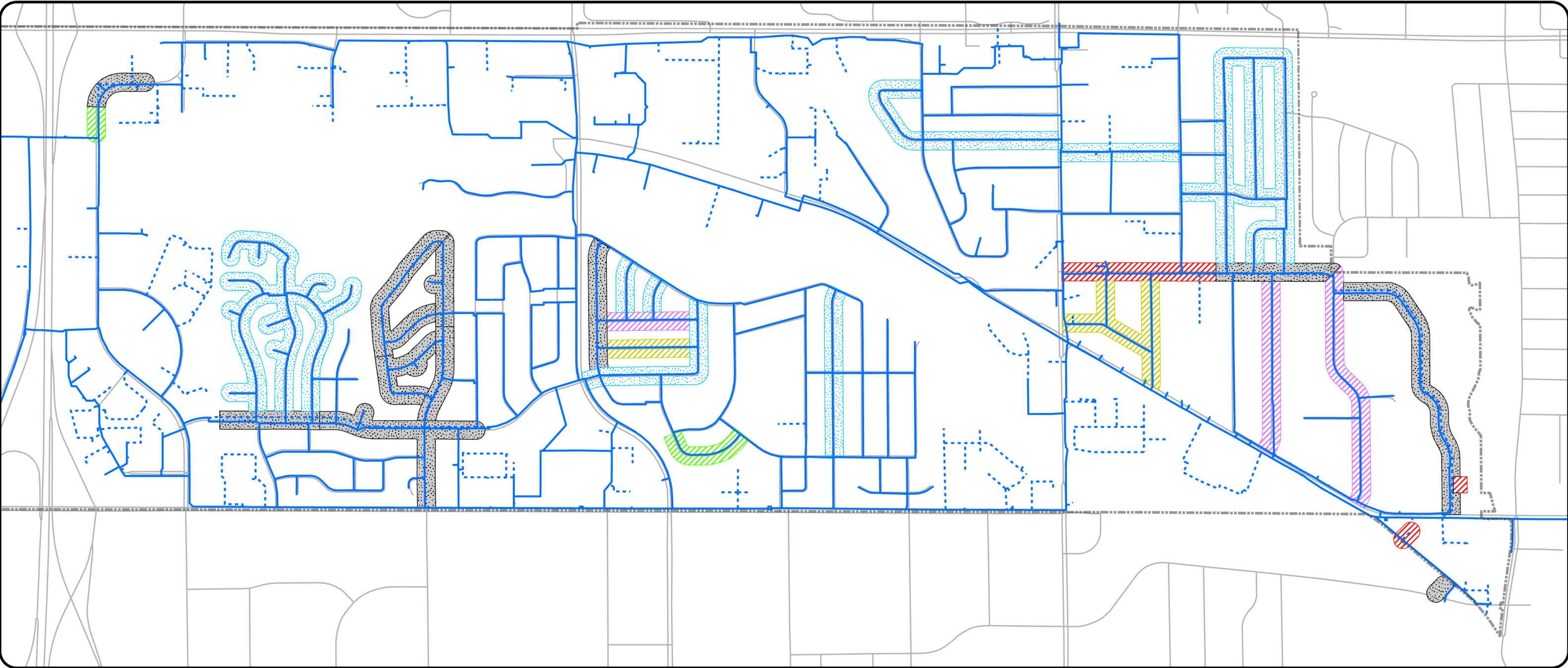
 2025 - Rehabilitation

 2025 - Reconstruction

 2026 - Rehabilitation

 2026 - Reconstruction

City of Clive Comprehensive Water Network Rehabilitation Program



0 500 1,000 2,000 Feet

2025 2026 2027 2028 2029 Completed To Be Scheduled



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: December 12, 2024

RE: Public Hearing - Clive City Hall & Library Facility Renovations - Phase

1

SYNOPSIS:

December 12 at 6:00 PM is the time and place for a public hearing to evaluate the recently received bids for the Phase 1 Clive City Hall and Library Renovation Project.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: December 12, 2024

RE: Resolution Approving Plans & Specifications

SYNOPSIS:

Attached please find the plans and specifications for the phase 1 renovation of the City Hall & Library facility. More details information on these plans are available in the City Clerk's Office.

Attachments:

1. Res Approve Plans and Spcs for CH-Lib Phase 1 12-12-24
2. Clive City Hall-Library_100% CDs through Addendum #2

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COSTS FOR THE
CLIVE CITY HALL AND LIBRARY RENOVATION PHASE 1 PROJECT

WHEREAS, on the 12th day of December, 2024, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the Clive City Hall & Library Renovation Phase 1 Project (the "Project"), including separate work packages for General Construction, Aluminum Frames and Glazing, Mechanical, Plumbing, Electrical and Low Voltage, Fire Sprinkler, Asbestos Remediation and Demolition and

WHEREAS, notice of hearing on said plans, specifications, form of contract and estimate of costs was published, and a public hearing has been held thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the said plans, specifications, form of contract and estimate of costs for the Project are hereby approved and adopted.

PASSED AND APPROVED this 12th day of December, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

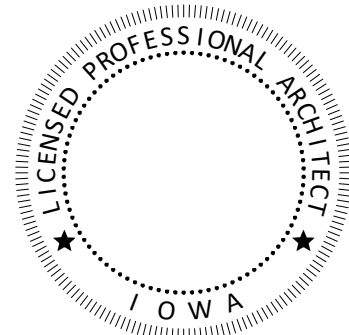


DRAWING INDEX

GENERAL DRAWINGS	
G001	LIFE SAFETY AND CODE SUMMARY
STRUCTURAL DRAWINGS	
S101	STRUCTURAL DETAILS
ARCHITECTURAL DEMOLITION DRAWINGS	
AD101	EXISTING FLOOR PLAN
AD101	DEMOLITION FLOOR PLANS
AD102	DEMOLITION ROOF PLANS
AD310	DEMOLITION SECTION DETAILS
AD701	DEMOLITION RCPS
ARCHITECTURAL DRAWINGS	
A000	GENERAL DRAWING INFORMATION
A001	WALL TYPES
A002	DOOR SCHEDULE AND FRAME ELEVATIONS
A101	OVERALL FLOOR PLAN
A102	FLOOR PLANS
A103	ROOF PLANS
A201	EXTERIOR ELEVATIONS - BRICK REPAIR
A202	EXTERIOR ELEVATIONS - EIFS REPAIR
A301	BUILDING SECTIONS
A310	WALL SECTIONS
A320	PLAN DETAILS
A400	ENLARGED PLANS & ELEVATIONS
A401	INTERIOR ELEVATIONS
A410	ENLARGED PLANS & ELEVATIONS
A411	MILLWORK DETAILS - COUNCIL DAIS
A412	INTERIOR ELEVATIONS
A420	ENLARGED PLANS & ELEVATIONS
A421	MILLWORK DETAILS - LEISURE SERVICES
A422	MILLWORK DETAILS - LIBRARY WORK SPACE
A423	MILLWORK DETAILS - GENERAL
A500	INTERIOR RENDERINGS
A701	REFLECTED CEILING PLANS
A710	RCF DETAILS
A900	FINISH SPECIFICATIONS & RM. FINISH SCHEDULE
A901	FINISH PLANS
A902	FINISH PLAN DETAILS
A903	FINISH PLAN DETAILS
A904	FYE FLOOR PLAN
ELECTRICAL DRAWINGS	
E000	ELECTRICAL GENERAL NOTES & SYMBOLS
E101	ELECTRICAL POWER
E301	ELECTRICAL LIGHTING
E401	ELECTRICAL ONE-LINE DIAGRAM
E402	ELECTRICAL SCHEDULES
E403	ELECTRICAL PANEL SCHEDULES
ED101	ELECTRICAL DEMOLITION
MECHANICAL DRAWINGS	
M000	MECHANICAL GENERAL NOTES & SYMBOLS
M101	MECHANICAL PLAN
M301	MECHANICAL DETAILS
M401	MECHANICAL CONTROLS
M501	MECHANICAL SCHEDULES
MD101	MECHANICAL DEMOLITION
FIRE PROTECTION DRAWINGS	
F101	FIRE PROTECTION
FA101	FIRE DETECTION & ALARM PLANS
PLUMBING DRAWINGS	
P101	PLUMBING FOUNDATION
P101	PLUMBING
P301	PLUMBING DETAILS
P501	PLUMBING SCHEDULES
PD101	PLUMBING DEMOLITION
TECHNOLOGY DRAWINGS	
TA000	AUDIO VISUAL GENERAL NOTES & SYMBOLS
TA001	AUDIO VISUAL EQUIPMENT LIST
TA101	AUDIO VISUAL DEMOLITION
TA101	AUDIO VISUAL FLOOR PLAN
TA102	AUDIO VISUAL ELECTRICAL FLOOR PLAN
TA103	AUDIO VISUAL REFLECTED CEILING PLAN
TA201	AUDIO VISUAL ELEVATIONS
TA301	AUDIO VISUAL DETAILS
TA401	AUDIO VISUAL RISER DIAGRAMS
TS000	SECURITY GENERAL NOTES & SYMBOLS
TS101	SECURITY DEMOLITION
TS101	SECURITY FLOOR PLAN
TS102	SECURITY REFLECTED CEILING PLAN
TS201	SECURITY DETAILS
TT000	TELECOM GENERAL NOTES & SYMBOLS
TT101	TELECOM DEMOLITION
TT101	TELECOM FLOOR PLAN
TT102	TELECOM REFLECTED CEILING PLAN
TT103	TELECOM ENLARGED ROOM PLAN
TT104	TELECOM DETAILS
TT401	TELECOM RISER DIAGRAMS

All questions regarding these plans and specifications should be directed to:

Joe Feldmann, AIA
Project Manager
jfeldmann@opnarchitects.com
(515) 309-0722



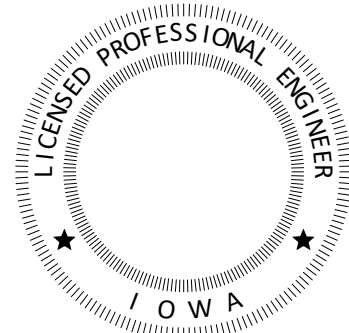
I hereby certify these plans and specifications were prepared by me or under my direct personal supervision and that I am a duly licensed professional architect under the laws of the state of Iowa.

Signature: _____

Name: _____

Iowa Registration No: _____ Renewal Date: _____

Sheets covered by this seal: Listed As "Architectural"



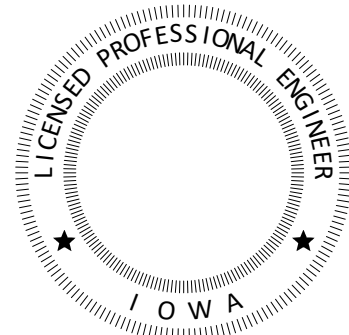
I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Iowa Registration No: _____ Renewal Date: _____

Sheets covered by this seal: Listed As "Mechanical, Plumbing"



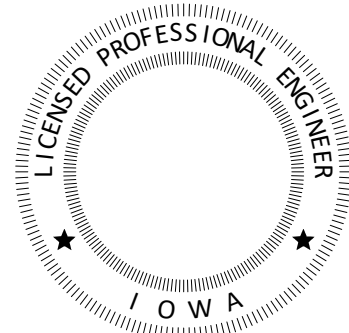
I hereby certify this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the state of Iowa.

Signature: _____

Name: _____

Iowa Registration No: _____ Renewal Date: _____

Sheets covered by this seal: Listed As "Electrical"



I hereby certify 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.

Signature: _____

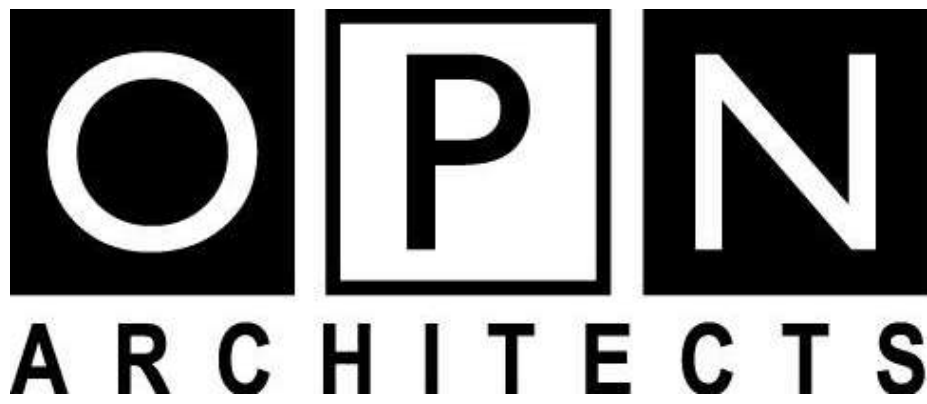
Name: _____

Iowa Registration No: _____ Renewal Date: _____

Sheets covered by this seal: Listed As "Structural"

CITY OF CLIVE - CITY HALL & LIBRARY RENOVATION

1900 NW 114TH STREET, CLIVE, IOWA 50325



100 Court Ave. Suite 100, Des Moines, IA 50309
P: 515-309-0722 F: 515-309-0725 www.opnarchitects.com

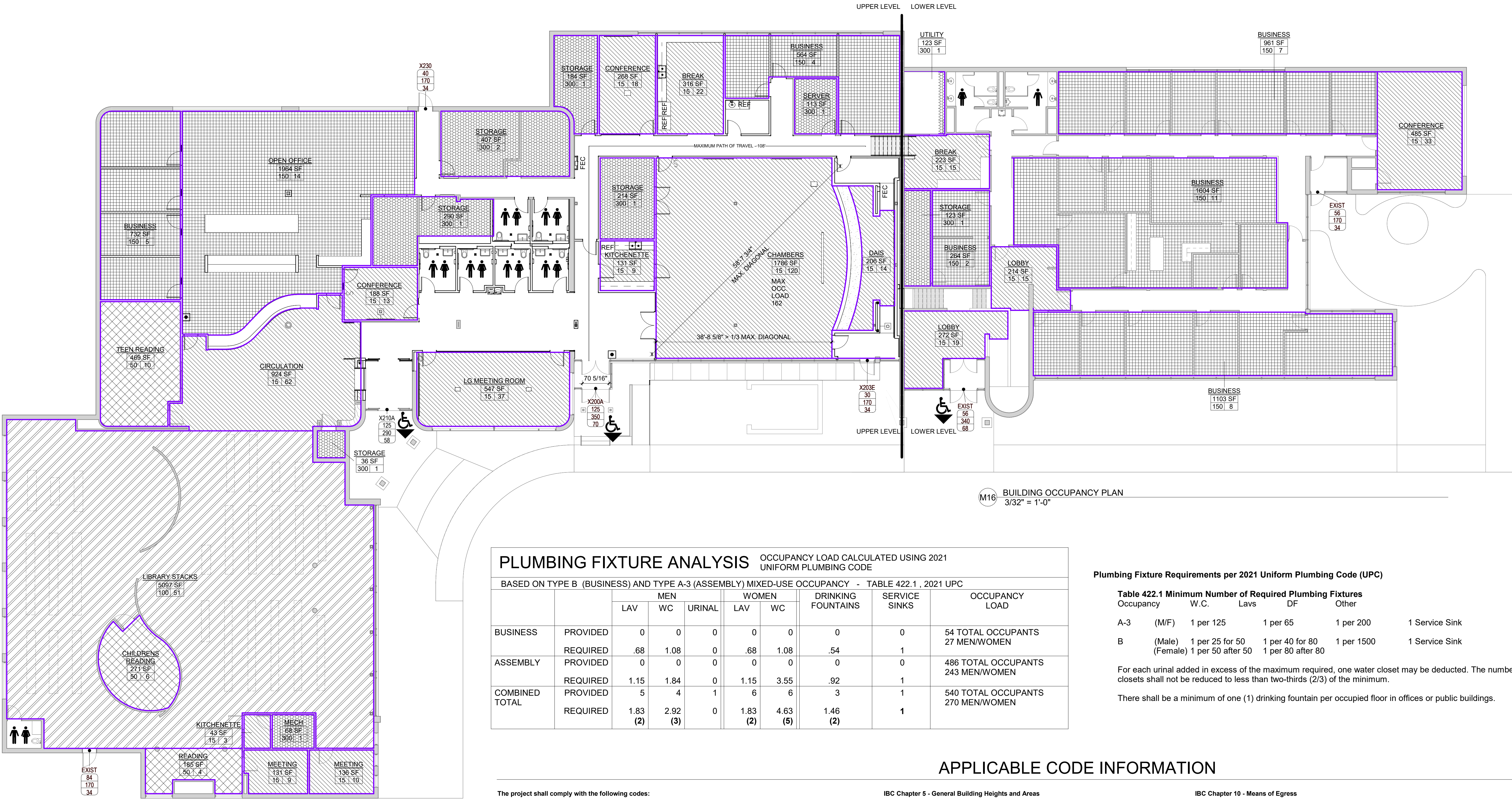
CONSTRUCTION MANAGER
DCI GROUP
220 SE 6TH STREET #200
DES MOINES, IA 50309

ARCHITECT
OPN ARCHITECTS
100 COURT AVENUE
DES MOINES, IA 50309

MEPT ENGINEER
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265

STRUCTURAL ENGINEER
RAKER RHODES ENGINEERING
4704 GRAND AVENUE
DES MOINES, IA 50312

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CODE PLAN LEGEND

- 2 HR FIRE BARRIER
- 1 HR FIRE BARRIER
- EXIT PATH
- ACCESSIBLE ENTRANCE
- ACCESSIBLE TOILET (MEN)
- ACCESSIBLE TOILET (WOMEN)
- ACCESSIBLE TOILET (UNISEX)
- EGRESS CAPACITY
 - MARK
 - OCCUPANT LOAD
 - MAX. OCCUPANT LOAD
 - EGRESS WIDTH (INCH)
- AREA TAG
 - AREA NAME
 - AREA SQUARE FEET
 - CALCULATED OCCUPANTS
 - OCCUPANT LOAD FACTOR
- OCCUPANCY LOAD TYPES
 - ASSEMBLY (UNCONCENTRATED) 15 SF (NET) PER OCCUPANT
 - BUSINESS 150 SF (GROSS) PER OCCUPANT
 - LIBRARY READING ROOMS 50 SF (NET) PER OCCUPANT
 - LIBRARY STACK AREAS 100 SF (GROSS) PER OCCUPANT
 - STORAGE / MECHANICAL 300 SF (GROSS) PER OCCUPANT

M16 BUILDING OCCUPANCY PLAN
3/32" = 1'-0"

PLUMBING FIXTURE ANALYSIS

OCCUPANCY LOAD CALCULATED USING 2021
UNIFORM PLUMBING CODE

BASED ON TYPE B (BUSINESS) AND TYPE A-3 (ASSEMBLY) MIXED-USE OCCUPANCY - TABLE 422.1, 2021 UPC									
		MEN			WOMEN		DRINKING FOUNTAINS	SERVICE SINKS	OCCUPANCY LOAD
		LAV	WC	URINAL	LAV	WC			
BUSINESS	PROVIDED	0	0	0	0	0	0	0	54 TOTAL OCCUPANTS 27 MEN/WOMEN
	REQUIRED	.68	1.08	0	.68	1.08	.54	1	
ASSEMBLY	PROVIDED	0	0	0	0	0	0	0	486 TOTAL OCCUPANTS 243 MEN/WOMEN
	REQUIRED	1.15	1.84	0	1.15	3.55	.92	1	
COMBINED TOTAL	PROVIDED	5	4	1	6	6	3	1	540 TOTAL OCCUPANTS 270 MEN/WOMEN
	REQUIRED	1.83 (2)	2.92 (3)	0	1.83 (2)	4.63 (5)	1.46 (2)	1	

Plumbing Fixture Requirements per 2021 Uniform Plumbing Code (UPC)

Table 422.1 Minimum Number of Required Plumbing Fixtures

Occupancy	W.C.	Lavs	DF	Other	
A-3 (M/F)	1 per 125		1 per 65	1 per 200	1 Service Sink
B (Male)	1 per 25 for 50	1 per 40 for 80	1 per 1500		1 Service Sink
(Female)	1 per 50 after 50	1 per 80 after 80			

For each urinal added in excess of the maximum required, one water closet may be deducted. The number of water closets shall not be reduced to less than two-thirds (2/3) of the minimum.

There shall be a minimum of one (1) drinking fountain per occupied floor in offices or public buildings.

APPLICABLE CODE INFORMATION

The project shall comply with the following codes:

2021 International Building Code, including City of Clive, Iowa amendments.
2021 International Existing Building Code, including City of Clive, Iowa amendments.
2021 International Mechanical Code
2021 International Fire Code
2020 Iowa Electrical Code (National Electrical Code - NFPA 70, with amendments)
2021 Uniform Plumbing Code and the 2021 Iowa Plumbing Code
2012 Iowa State Energy Code, 2012 International Energy Conservation Code
Accessibility - Division 7 of Iowa State Building Code, Iowa State Accessibility Code, 2021 IBC and ANSI A117.1 - 2009 Edition

Building Characteristics

Project description: Interior remodel of an existing split level City Hall and Library facility. New reception area, offices, work rooms and conference rooms will be modified. New finishes, room layout, security measures, and egress will be maintained.
Building Area: 26,890 GSF (existing)
Building Height: 19'-0" Max. (existing)
Number of Stories: 2 (split-level)
Fully Sprinkled: Yes - Equipped with fully automated sprinkler system
Fire Alarm: Yes - Equipped with horn/strobe annunciator system

IBC Chapter 3 - Use and Occupancy Classification

Primary Occupancy Group: Group B - Business
Other Occupancy Groups: Group A3 - Assembly
303.1.2 Small assembly spaces
The following rooms and spaces shall not be classified as
Assembly occupancies:
1. A room or space used for assembly purposes with an occupant load of less than 50 person and accessory to another occupancy shall be classified as a group B occupancy or as part of that occupancy.
2. A room or space used for assembly purposes that is less than 750 sf in area and accessory to another occupancy shall be classified as a Group B occupancy or as part of that occupancy.
303.4 Assembly Group A-3: Council Chambers
304.1 Business Group B: Offices, meeting rooms, work rooms, restrooms and building support spaces.

IBC Chapter 4 - Special Detailed Requirements Based on Use and Occupancy

414 Hazardous Materials

414.2.5 Building designed with the intent that the owner storage does not exceed the allowable amount of any hazardous material per Table 414.2.5

IBC Chapter 5 - General Building Heights and Areas

Existing building use, size and height to be maintained.

Occupancy Group B

Building Height: 19'-0" (75'-0" max per IBC Table 504.3)
Number of Stories: 2 - Split-Level (4 max per IBC Table 504.4)
Building Area: 26,890 GSF (38,000 max per IBC Section 506.2)

506 Building Area

506.2 The allowable area of a building shall be determined in accordance with the applicable provisions of Sections 506.2.1 through 506.2.4 and Section 506.3.

Type IIB, A-3: 38,000 GSF max. (26,890 actual)

508 Mixed Use and Occupancy

508.3 Nonseparated occupancies: Buildings or portions of buildings that comply with the provisions of this section shall be considered as nonseparated occupancies.

IBC Chapter 6 - Types of Construction

The type of construction (IIB) for the existing building is unchanged.

IBC Chapter 7 - Fire and Smoke Protection Features

705 Exterior Walls

705.2.1 Projections from walls of Type I or II construction shall be of noncombustible materials or combustible materials as allowed by Sections 1406.3 and 1406.4.

705.11 Parapets shall be provided on exterior walls of buildings. Exception 1: The wall is not required to be fire-resistance rated in accordance with Table 602 because of fire separation distance.

705.8 Openings in exterior walls shall comply with Sections 705.8.1 through 705.8.6

IBC Chapter 9 - Fire Protection Systems

903 Automatic Sprinkler Systems Required/Provided

906 Portable Fire Extinguishers Required/Provided

IBC Chapter 10 - Means of Egress

1004 Occupant Load (See Building Occupant Load Calculations for details)

Assembly: 461
Business: 54
Total Occupants: 515

Upper Level: 403
Lower Level: 112

Public: 361
Private: 154

1005 Means of Egress Sizing

1005.3.1 & 1005.3.2 Means of Egress Capacity Factors

Stairs 3"/Occupant (Minimum stair width 44" - 1011.2)
Other Elements 2"/Occupant

Upper Level Egress Width 403 Occupants x 2"/Occ = 80.6"

Lower Level Egress Width 112 Occupants x 2"/Occ = 22.4"

Egress Required 80.6"

Egress Provided 144"

1006 Number of Exits and Exit Access Doorways

1006.2.1 Common Path of Egress Travel Distance

Group B (With Sprinkler System)

1006.3.1 Minimum Number of Exits or Access to Exits Per Story

Upper Level 2

Lower Level 1

Number Required 2

Number Provided 2

1017 Exit Access Travel Distance

Table 1017.2 Exit Access Travel Distance

Group B (With Sprinkler System)

Maximum Allowed 300'-0"

Maximum Actual

Iowa Administrative Code, Chapter 16, Division VII - Accessibility Requirements For Facilities Used by the General Public:

Accessibility within the building will be maintained.

OCCUPANT LOAD CALCULATIONS

Name	Area	Occupancy Group	Access	O.L.F.	Area Occupants
CONFERENCE	485 SF	ASSEMBLY	PRIVATE	15	32.4
BREAK	223 SF	ASSEMBLY	PRIVATE	15	14.9
LOBBY	272 SF	ASSEMBLY	PUBLIC	15	18.1
CHAMBERS	1788 SF	ASSEMBLY	PUBLIC	15	119
BREAK	316 SF	ASSEMBLY	PRIVATE	15	21.1
CONFERENCE	268 SF	ASSEMBLY	PRIVATE	15	17.8
KITCHENETTE	131 SF	ASSEMBLY	PUBLIC	15	8.7
CONFERENCE	188 SF	ASSEMBLY	PUBLIC	15	12.5
LG MEETING ROOM	547 SF	ASSEMBLY	PUBLIC	15	36.4
TEEN READING	469 SF	ASSEMBLY	PUBLIC	50	9.4
LIBRARY STACKS	5097 SF	ASSEMBLY	PUBLIC	100	51
CHILDRENS READING	271 SF	ASSEMBLY	PUBLIC	50	5.4
MEETING	131 SF	ASSEMBLY	PUBLIC	15	8.7
MEETING	136 SF	ASSEMBLY	PUBLIC	15	9.1
READING	185 SF	ASSEMBLY	PUBLIC	50	3.7
KITCHENETTE	43 SF	ASSEMBLY	PUBLIC	15	2.9
CIRCULATION	924 SF	ASSEMBLY	PUBLIC	15	61.6
LOBBY	214 SF	ASSEMBLY	PUBLIC	15	14.3
DAIS	206 SF	ASSEMBLY	PRIVATE	15	13.7
ASSEMBLY					460.7
BUSINESS	1103 SF	BUSINESS	PRIVATE	150	7.4
BUSINESS	961 SF	BUSINESS	PRIVATE	150	6.4
BUSINESS	1604 SF	BUSINESS	PRIVATE	150	10.7
BUSINESS	564 SF	BUSINESS	PRIVATE	150	3.8
BUSINESS	732 SF	BUSINESS	PRIVATE	150	4.9
OPEN OFFICE	1964 SF	BUSINESS	PRIVATE	150	13.1
BUSINESS	264 SF	BUSINESS	PRIVATE	150	1.8
BUSINESS					48
STORAGE	123 SF	STORAGE	PRIVATE	300	0.4
UTILITY	123 SF	STORAGE	PRIVATE	300	0.4
STORAGE	184 SF	STORAGE	PRIVATE	300	0.6
SERVER	113 SF	STORAGE	PRIVATE	300	0.4
STORAGE	214 SF	STORAGE	PRIVATE	300	0.7
STORAGE	407 SF	STORAGE	PRIVATE	300	1.4
STORAGE	290 SF	STORAGE	PRIVATE	300	1
STORAGE	36 SF	STORAGE	PRIVATE	300	0.1
MECH	68 SF	STORAGE	PRIVATE	300	0.2
STORAGE					5.2
Total Occupants					513.8

100 Court Ave., Suite 100
Des Moines, IA 50309
P: 515-309-0722
www.opnarchitects.com

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Owner:

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project:

CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

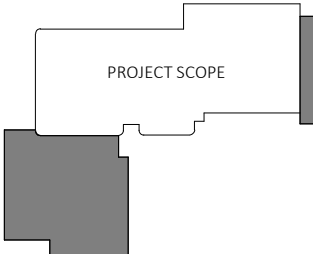
Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:



Revision Description Date

OPN Project No.

24811000

Sheet Issue Date

11/07/2024

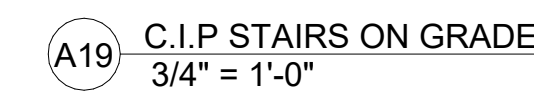
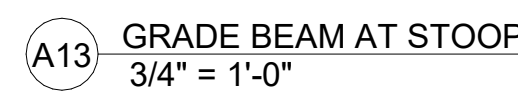
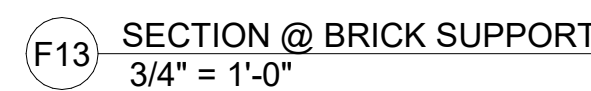
DOCUMENTS

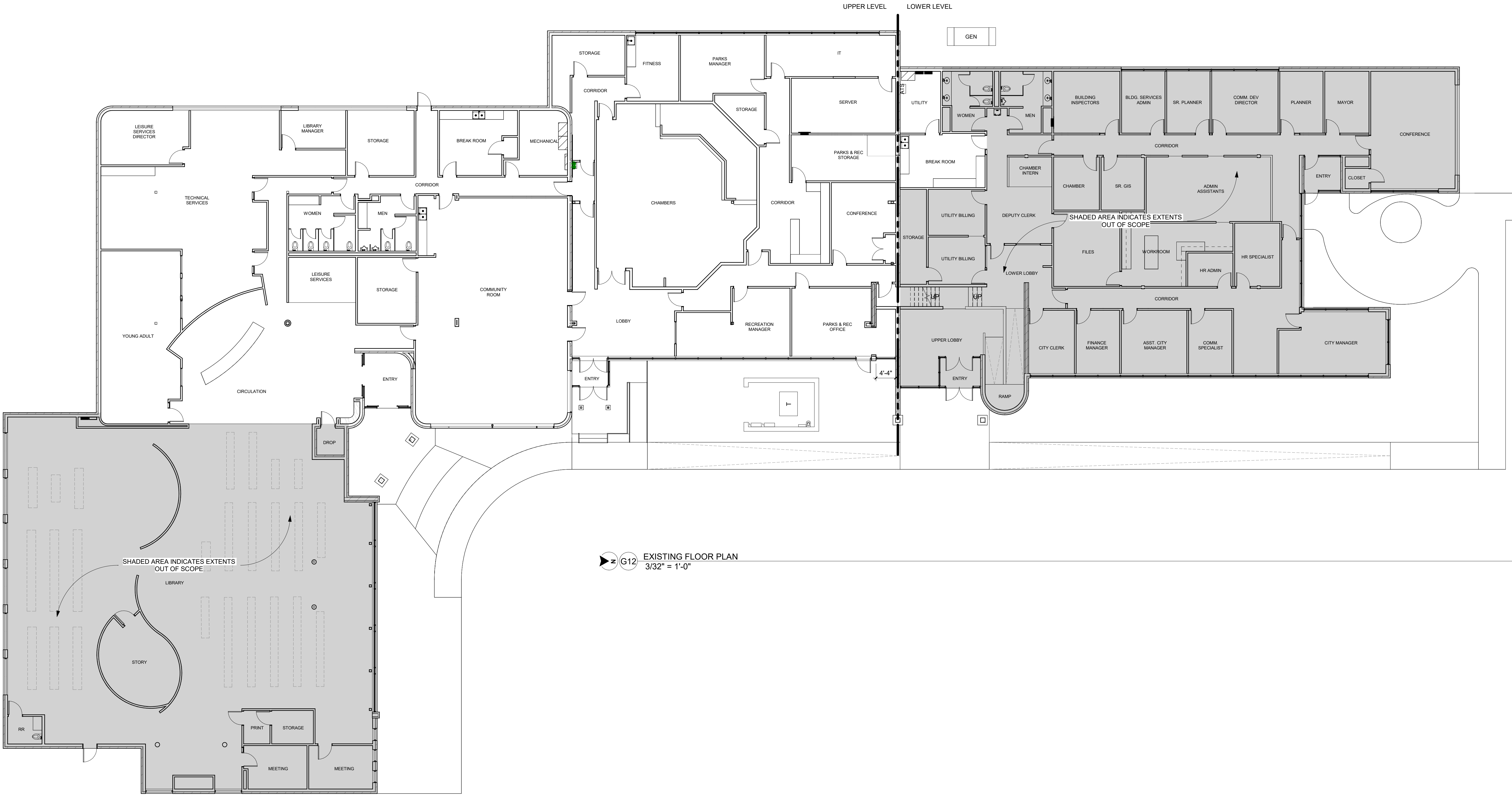
Sheet Name

LIFE SAFETY AND CODE

SUMMARY

Sheet Number





G12 EXISTING FLOOR PLAN
3/32" = 1'-0"

Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

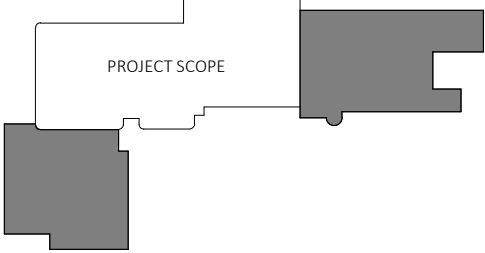
Project
CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

Mechanical Engineer
KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCI ENGINEERING
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Key Plan



Revision Description Date

OPN Project No.
24811000

Sheet Issue Date
100% CONSTRUCTION DOCUMENTS 11/07/2024

Sheet Name
EXISTING FLOOR PLAN

Sheet Number

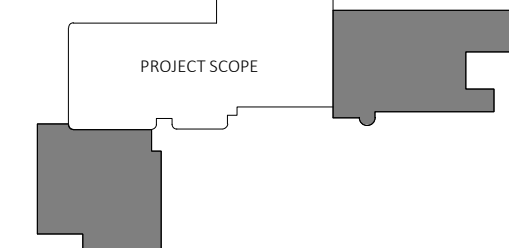
1. IDENTIFICATION AND/OR ABATEMENT OF HAZARDOUS MATERIALS IS NOT REQUIRED FOR THIS SCOPE OF WORK, IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
2. REMOVE LOOSE PAINT AND DISINTEGRATING SURFACES SUBJECTS FROM WALLS AND CEILINGS AT ALL AREAS TO RECEIVE NEW FINISHES.
3. THE EXISTING EXTERIOR STRUCTURE SMALLER THAN 12" IN ANY DIRECTION ARE NOT IDENTIFIED ON THIS PROJECT. THE SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OPENINGS SMALLER THAN 12" REQUIRED FOR INSTALLATION OF THEIR WORK.
4. OPENINGS IN THE EXISTING STRUCTURE SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
5. PATCH AND REPAIR ALL EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION OR PREVIOUS WORK.
6. PATCH ALL AREAS OF ELECTRICAL AND MECHANICAL DEMOLITION THAT ARE NOT REUSED.
7. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS AND LOCATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
8. DO NOT REMOVE ANY ITEMS WHICH COULD AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING, IF HIDDEN ELEMENTS OR DETERIORATED MATERIALS ARE ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY.
9. EXISTING BUILDING IS TO REMAIN WITH ALL EXISTING LIGHT DEMOLITION ACTIVITIES.
10. REFER TO CONSULTANT DRAWINGS OF THE EXISTING BUILDING FOR OTHER DISCIPLINES.
11. PROTECT ALL ADJACENT AREAS AND EXISTING STRUCTURES DURING DEMOLITION/CONSTRUCTION. REPAIR/REPLACE ALL ITEMS DAMAGED BY CONSTRUCTION.
12. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
13. ALL EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE ACCURATE FOR THE SCOPE OF CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.
14. CONTRACTOR SHALL IDENTIFY AND MAINTAIN ADDITIONAL MEANS OF EGRESS AS NEEDED AS A RESULT OF CONSTRUCTION SEQUENCE AND/OR REGULATORY REQUIREMENTS.

DEMOLITION LEGEND

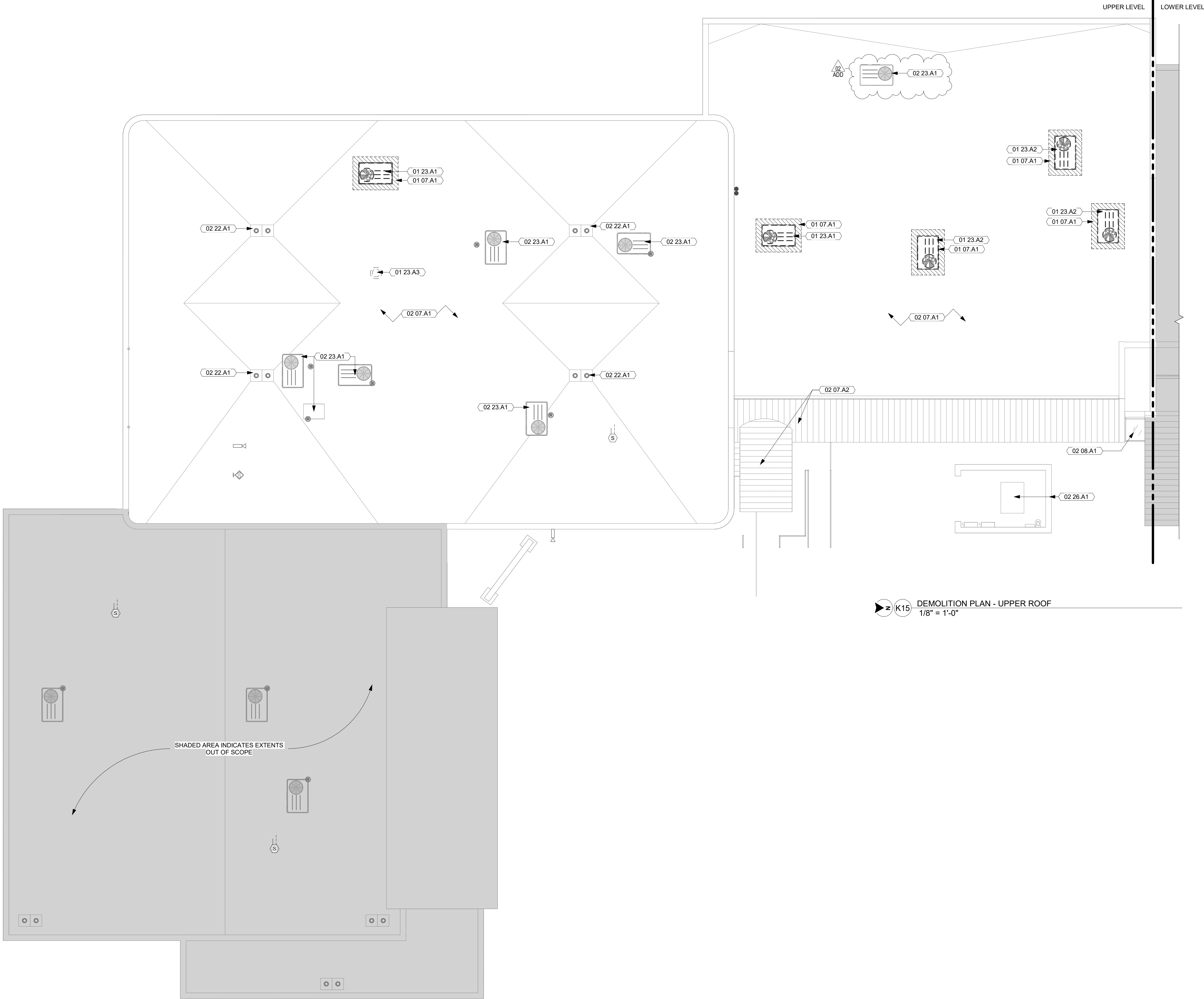
-  INDICATES EXISTING 1 HR FIRE BARRIER
 DENOTES AREA OF COMPLETE REMOVAL OF AN EXISTING BUILDING ELEMENT

KEYNOTE LEGEND

- | | |
|------------|---|
| 01.02.A1 | REMOVE WALLS AND ASSOCIATED DOORS, FRAMES AND FINISHES FLOOR TO CEILING |
| 01.02.D4 | SALVAGE TO OWNER ALL I.T., SERVER, AND EQUIPMENT ACCESSORIES, TYPE, ALL ROOM ITEMS |
| 01.02.D6 | REMOVE PORTION OF EXISTING WALL AS INDICATED. PREPARE REMAINING WALL FOR NEW WORK |
| 01.02.D7 | REMOVE EXISTING BATHROOM FIXTURES AND FINISHES COMPLETE. PREPARE FOR NEW WORK |
| 01.03.A3 | REMOVE PORTION OF EXISTING FLOOR AND EXCAVATE DIRT THIS AS REQUIRED FOR NEW FLOOR. COORDINATE WITH NEW WORK - SEE STRUCTURAL |
| 01.04.A1 | REMOVE EXISTING BRICK MASONRY WALL TO BRACE OPENING AND PREPARE FOR NEW STRUCTURE AS SHOWN IN DETAILS AND RCP. BOTTOM OF NEW FRAMING @ 9'-4" AFF. |
| 01.05.A1 | REMOVE EXISTING METAL SHEDDING COMPLETE |
| 01.05.A2 | REMOVE PORTION OF EXISTING RAILING TO ACCOMMODATE NEW SIGNALLING |
| 01.06.A1 | REMOVE ALL CASEWORK AND COUNTERS COMPLETE |
| 01.06.A2 | REMOVE ALL BUILT-INS COMPLETE |
| 01.06.A3 | REMOVE EXISTING COUNCIL CHAIRS COMPLETE |
| 01.08.A1 | REMOVE DOOR AND FRAME |
| 01.08.A1.1 | REMOVE EXISTING DOOR, FRAME AND PORTION OF WALL COMPLETE. PREPARE EXISTING PARTITION FOR FINISHES |
| 01.08.A1.2 | REMOVE EXISTING DOOR, FRAME, AND AUTOMATED SYSTEM COMPLETE. SALVAGE TO OWNER FOR FUTURE REPAIRS |
| 01.08.C1 | REMOVE ACCORDION DOOR |
| 01.08.C2 | REMOVE EXISTING WINDOW SYSTEM COMPLETE |
| 01.08.C2 | REMOVE EXISTING CEILING PARTITION TRACK AND PANELS COMPLETE |
| 01.08.C3 | REMOVE EXISTING ROLL-UP COUNTER DOOR COMPLETE |
| 01.09.A1 | REMOVE TILE. REPAIR CONCRETE AND PREP FOR SALVAGED FLOOR TO MATCH EXISTING FLOORING COMPLETE |
| 01.09.A1 | REMOVE COUNCIL DASH RAISED FLOORING COMPLETE |
| 01.09.A2 | SALVAGE CARPET FOR INSTALLATION IN LIBRARY LOBBY REFER TO FINISH PLAN |
| 01.22.A1 | REMOVING PLUMBING FIXTURES - SEE MECHANICAL |
| 02.05.A1 | REMOVE STRUCTURAL STEEL COLUMN TO REMAIN |



Revision	Description	Date
ADD 02	ADDENDUM 02	11/27/20



DEMOLITION PLAN - UPPER ROOF
1/8" = 1'-0"

- GENERAL NOTES**
1. IDENTIFICATION AND/OR ABATEMENT OF HAZARDOUS MATERIALS IS NOT PART OF THIS SCOPE OF WORK. IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
 2. REMOVE LOOSE PAINT AND MISCELLANEOUS HANGING OBJECTS FROM WALLS AND CEILINGS AT ALL AREAS TO RECEIVE NEW FINISHES.
 3. OPENING IN THE EXISTING STRUCTURE SMALLER THAN 12" IN ANY DIRECTION ARE NOT IDENTIFIED ON THESE DRAWINGS. SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OPENINGS SMALLER THAN 12" AS REQUIRED FOR INSTALLATION OF THEIR WORK.
 4. OPENINGS IN THE EXISTING STRUCTURE SHALL NOT BE MADE WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER.
 5. PATCH AND REPAIR ALL EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION OR PRIOR USE.
 6. PATCH ALL AREAS OF ELECTRICAL AND MECHANICAL DEMOLITION THAT WILL NOT BE REUSED.
 7. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
 8. DO NOT REMOVE ANY ITEMS WHICH JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF HIDDEN ELEMENTS OR DETERIORATED ELEMENTS ARE ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY.
 9. EXISTING BUILDING IS TO REMAIN WEATHER-TIGHT DURING ALL DEMOLITION ACTIVITIES.
 10. REFER TO CONSULTANT DRAWINGS FOR ADDITIONAL DEMOLITION OF OTHER DISCIPLINES.
 11. PROTECT ALL ADJACENT AREAS AND ITEMS TO REMAIN DURING DEMOLITION/CONSTRUCTION. REPAIR/REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION.
 12. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
 13. INDICATED EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE REPRESENTATIVE OF THE ACTUAL CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.
 14. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADDITIONAL MEANS OF EGRESS AS NEEDED AS A RESULT OF CONSTRUCTION SEQUENCING AND/OR REGULATORY REQUIREMENTS.

- DEMOLITION LEGEND**
- INDICATES EXISTING 1 HR FIRE BARRIER
 - /// DENOTES AREA OF COMPLETE REMOVAL OF AN EXISTING BUILDING ELEMENT

- KEYNOTE LEGEND**
- | | |
|----------|--|
| 01 07.A1 | PATCH AND REPAIR ROOF AT EXISTING CURB |
| 01 23.A1 | REMOVE EXISTING ROOFTOP UNIT - COORDINATE CURB WITH NEW WORK. PATCH AND REPAIR TO TIE INTO EXISTING ROOFING ASSEMBLY |
| 01 23.A2 | REMOVE EXISTING ROOFTOP UNIT AND CURB COMPLETE - PATCH AND REPAIR OPENING TO TIE INTO EXISTING ROOFING ASSEMBLY |
| 01 23.A3 | REMOVE EXISTING EXHAUST FAN - PATCH AND REPAIR OPENING TO TIE INTO EXISTING ROOFING ASSEMBLY |
| 02 07.A1 | EXISTING MEMBRANE ROOF ASSEMBLY TO REMAIN |
| 02 07.A2 | EXISTING STANDING SEAM ROOF ASSEMBLY TO REMAIN |
| 02 08.A1 | EXISTING GLAZING SYSTEM TO REMAIN |
| 02 22.A1 | EXISTING ROOF DRAIN TO REMAIN, PROVIDE NEW CAST IRON GRATE |
| 02 23.A1 | EXISTING ROOFTOP EQUIPMENT TO REMAIN |
| 02 26.A1 | EXISTING TRANSFORMER AND ENCLOSURE - PROTECT DURING CONSTRUCTION |

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Key Plan

Revision	Description	Date
ADD-02	ADDENDUM 02	11/27/2024

OPN Project No.
24811000

Sheet Issue Date
100% CONSTRUCTION DOCUMENTS

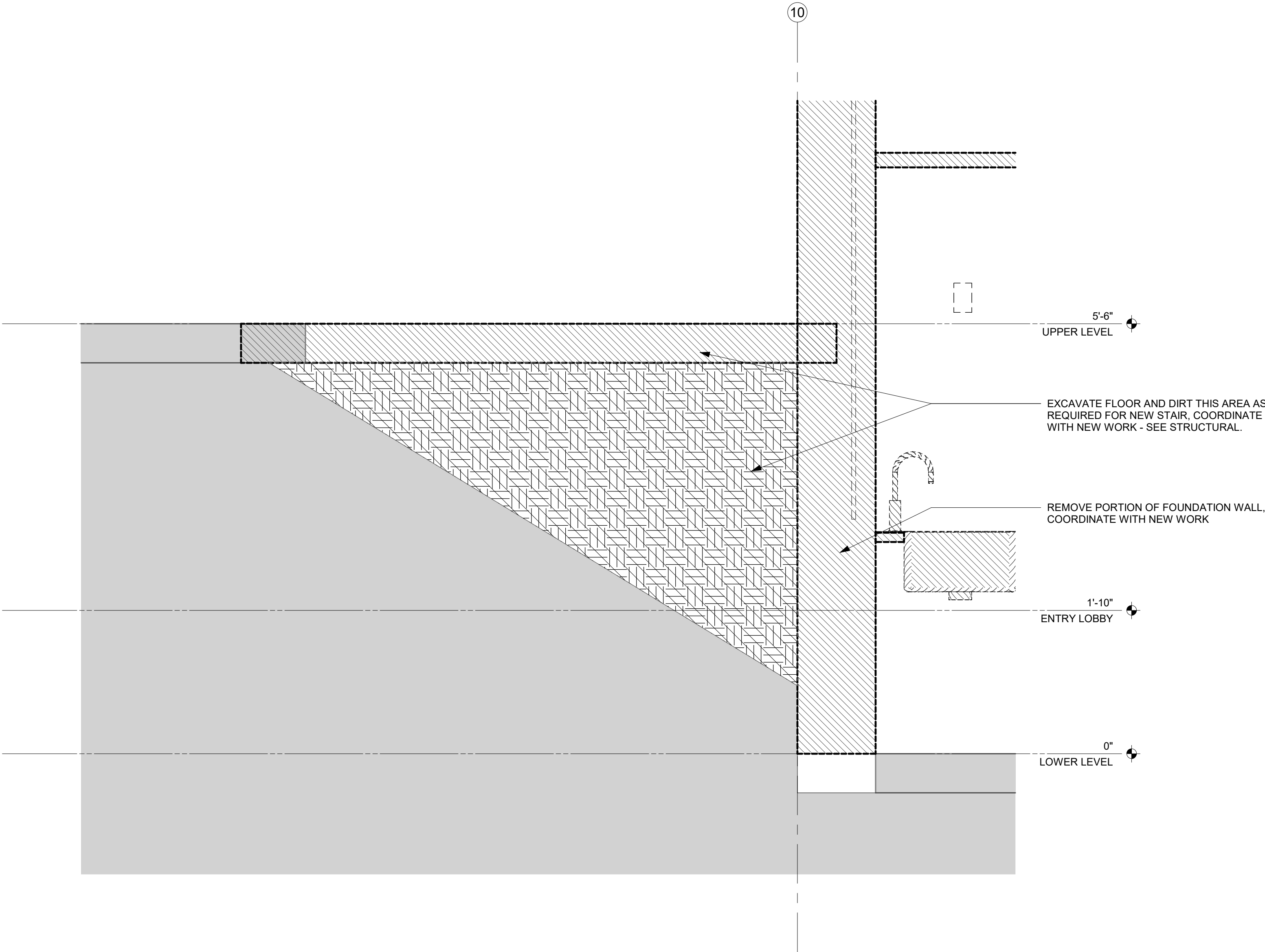
11/07/2024

Sheet Name
DEMOLITION ROOF PLANS

Sheet Number

AD102
Page 807 of 1186

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A12- DEMOLITION SECTION DETAIL - EXISTING FLOOR FOR NEW STAIR
1" = 1'-0"

Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

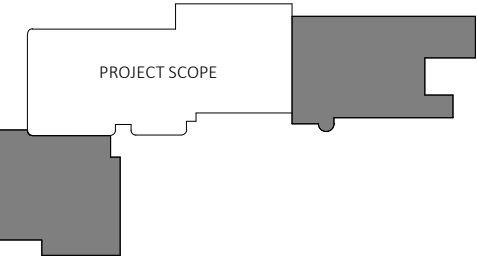
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Key Plan:



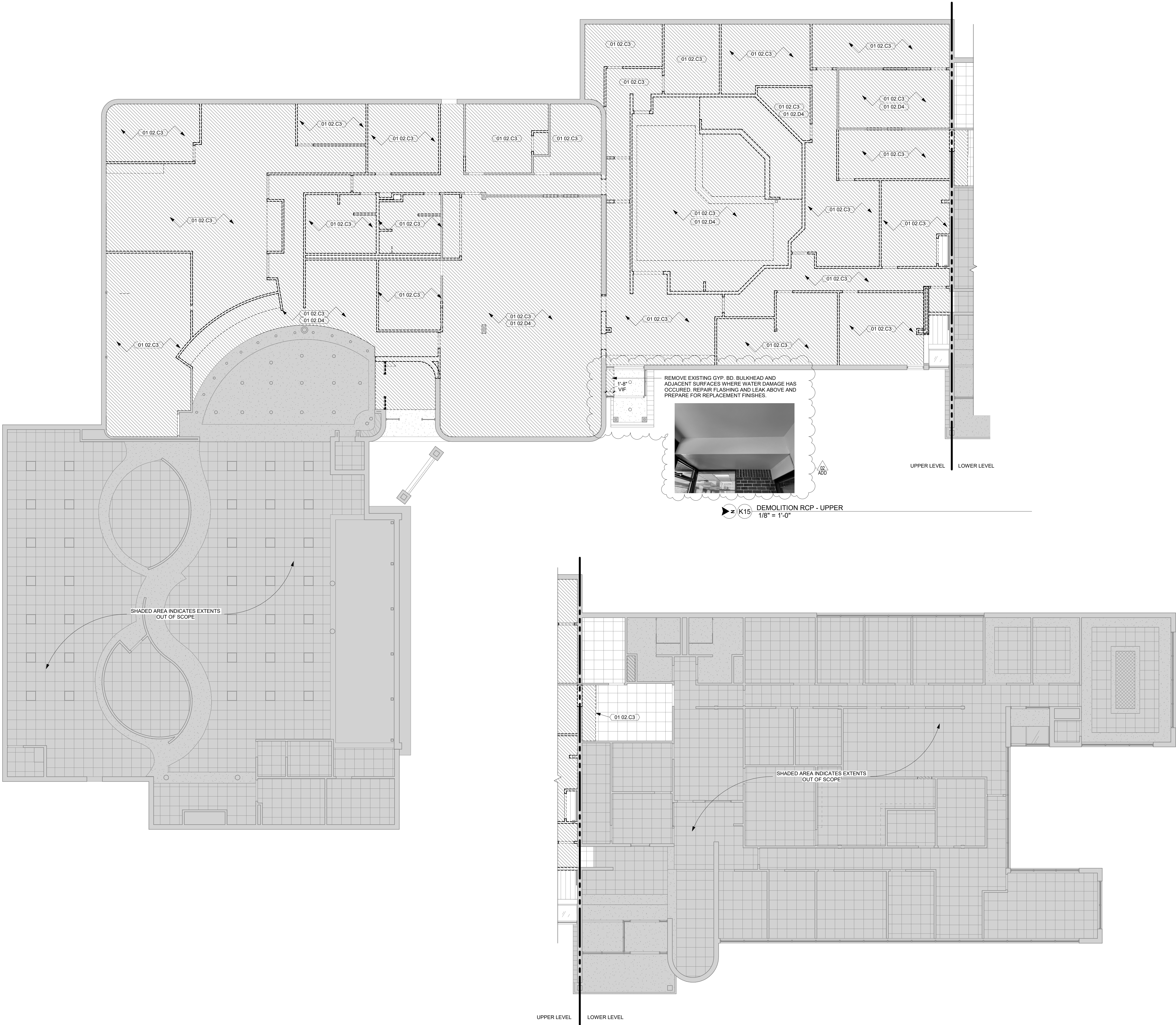
Revision	Description	Date
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OPN Project No.
24811000

Sheet Issue Date: **11/07/2024**
100% CONSTRUCTION DOCUMENTS

Sheet Name:
DEMOLITION SECTION DETAILS

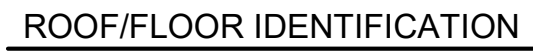
Sheet Number



- GENERAL NOTES**
1. REMOVE AND SALVAGE ALL CEILING TILE AND LIGHTING FIXTURES FOR REINSTALLATION UNLESS NOTED OTHERWISE
 2. IDENTIFICATION AND/OR ABATEMENT OF HAZARDOUS MATERIALS IS NOT PART OF THIS SCOPE OF WORK. IF ASBESTOS OR OTHER HAZARDOUS MATERIALS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
 3. REFER TO SPECIFICATION FOR RECYCLING, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL REQUIREMENTS.
 4. REMOVE LOOSE PAINT AND MISCELLANEOUS HANGING OBJECTS FROM WALLS AND CEILINGS AT ALL AREAS TO RECEIVE NEW FINISHES.
 5. OPENING IN THE EXISTING STRUCTURE SMALLER THAN 12" IN ANY DIRECTION ARE NOT IDENTIFIED ON THESE DRAWINGS. SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR PROVIDING OPENINGS SMALLER THAN 12" AS REQUIRED FOR INSTALLATION OF THEIR WORK.
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 8. CONTRACTOR TO FIELD VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, NOTIFY THE ARCHITECT BEFORE PROCEEDING.
 9. DO NOT REMOVE ANY ITEMS WHICH JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF HIDDEN ELEMENTS OR DETERIORATED ELEMENTS ARE ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY.
 10. PATCH ALL REMAINING EXISTING EXPOSED PLASTER CEILING AS REQUIRED TO RECEIVE NEW FINISH.
 11. EXISTING BUILDING IS TO REMAIN WEATHER-TIGHT DURING ALL DEMOLITION ACTIVITIES.
 12. REFER TO CONSULTANT DRAWINGS FOR ADDITIONAL DEMOLITION OF OTHER DISCIPLINES.
 13. PROTECT ALL ADJACENT AREAS AND ITEMS "TO REMAIN" DURING DEMOLITION/CONSTRUCTION. REPAIR/REPLACE ALL ITEMS DAMAGED DURING CONSTRUCTION.
 14. EXISTING BUILDING CONDITIONS SHOWN ON THESE DRAWINGS ARE DERIVED FROM DRAWINGS OF THE ORIGINAL BUILDING AND FROM LIMITED FIELD OBSERVATION.
 15. INDICATED EXISTING BUILDING CONDITIONS ARE ASSUMED TO BE REPRESENTATIVE OF THE ACTUAL CONSTRUCTION OF THE BUILDING. LOCAL CONDITIONS MAY VARY.

- DEMOLITION CEILING LEGEND**
- EXISTING CEILING OR CEILING COMPONENT TO BE REMOVED IN ITS ENTIRETY, INCLUDING LIGHT FIXTURES, MECHANICAL GRILLES, CEILING FANS, AND ELECTRICAL DEVICES, UNLESS NOTED OTHERWISE

- KEYNOTE LEGEND**
- 01 02 C3 REMOVE CEILING FINISHES, LIGHT FIXTURES, MECHANICAL EQUIPMENT, AND DEVICES. SALVAGE FIXTURES FOR REUSE PER ELECTRICAL DRAWINGS. PREP STRUCTURE FOR NEW FINISHES.
 - 01 02 D4 SALVAGE TO OWNER ALL LT., SERVER, AND EQUIPMENT ACCESSORIES, TYP. ALL ROOM ITEMS.



GENERAL INFORMATION - RESTROOM ACCESSORIES



GENERAL NOTES

- REFER TO FLOOR PLANS FOR PARTITION TYPE LOCATIONS.
- STEEL FRAME PARTITIONS ARE BASED ON DESIGN INFORMATION INCLUDED IN PRODUCT TECHNICAL INFORMATION OF THE STEEL STUD MANUFACTURER'S ASSOCIATION (SSMA) PUBLICATION DATED 2000 AND THE FOLLOWING PERFORMANCE CRITERIA:
 - LIMITING HEIGHT CRITERIA:
 - DEFLECTION OF L/360 AT ALL WALLS TO RECEIVE TILE
 - DEFLECTION OF L/240 AT ALL OTHER WALLS AT 5 LBS. PER SQ. FT.
 - THICKNESS - STEEL COMPONENTS:

GAUGE	DESIGN THICKNESS
25	0.0188
22	0.0283
20	0.0346
18	0.0451
- MINIMUM GAUGE: IF LIMITING HEIGHT AS SCHEDULED IN PARTITION DETAILS EXCEEDS PROJECT CONDITIONS OR IF THE SELECTED STEEL STUD MANUFACTURER'S THICKNESS OF STANDARD THICKNESS(GAUGE) THAT MEETS OR EXCEEDS LIMITING HEIGHT PERFORMANCE CRITERIA FOR STUD DEPTH AND SPACING INDICATED.
- WOOD BLOCKING CONCEALED BY GYPSUM BOARD DOES NOT NEED TO BE FIRE TREATED.

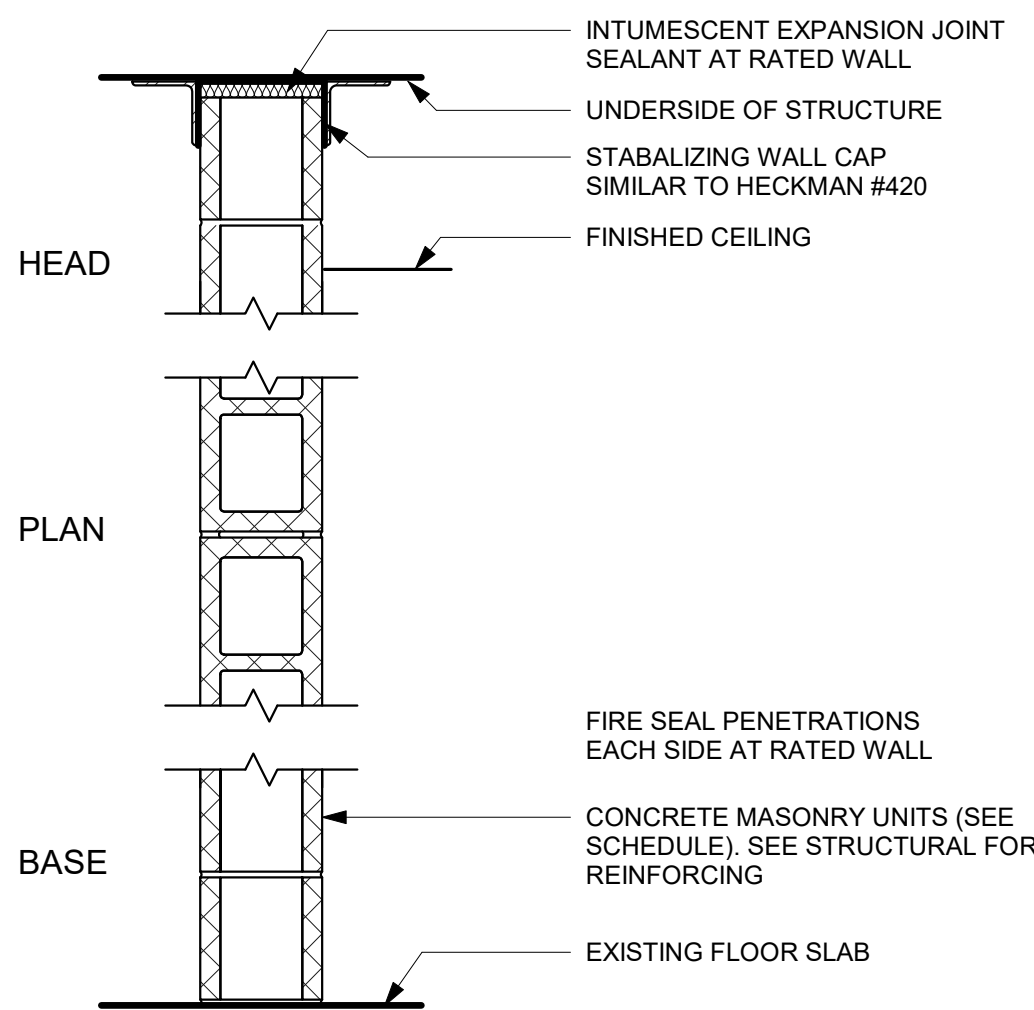
PARTITION TYPE AND SYMBOL LEGEND

PARTITION TYPE
SYSTEM
A STEEL FRAMED
B SHAFT WALL
C FURRED
D MASONRY
E SPECIAL FINISHES
T TEMPORARY PARTITION

SIZE
STEEL STUD
a 1 5/8"
b 2 1/2"
c 3 5/8"
d 6"
e 7 1/4"
SHAFT WALL STUD
f 2 1/2"
g 4"
h 6"
STEEL FURRING
j 7/8" Hat Channel
k 1" Z
l 1 1/2" Z
m 2" Z
n 3" Z
CONCRETE MASONRY UNIT
p 4"
q 6"
r 8"
s 10"
t 12"
LIGHT GAUGE STRUCTURAL STEEL (SEE STRUCTURAL)
u 6"
v 12"

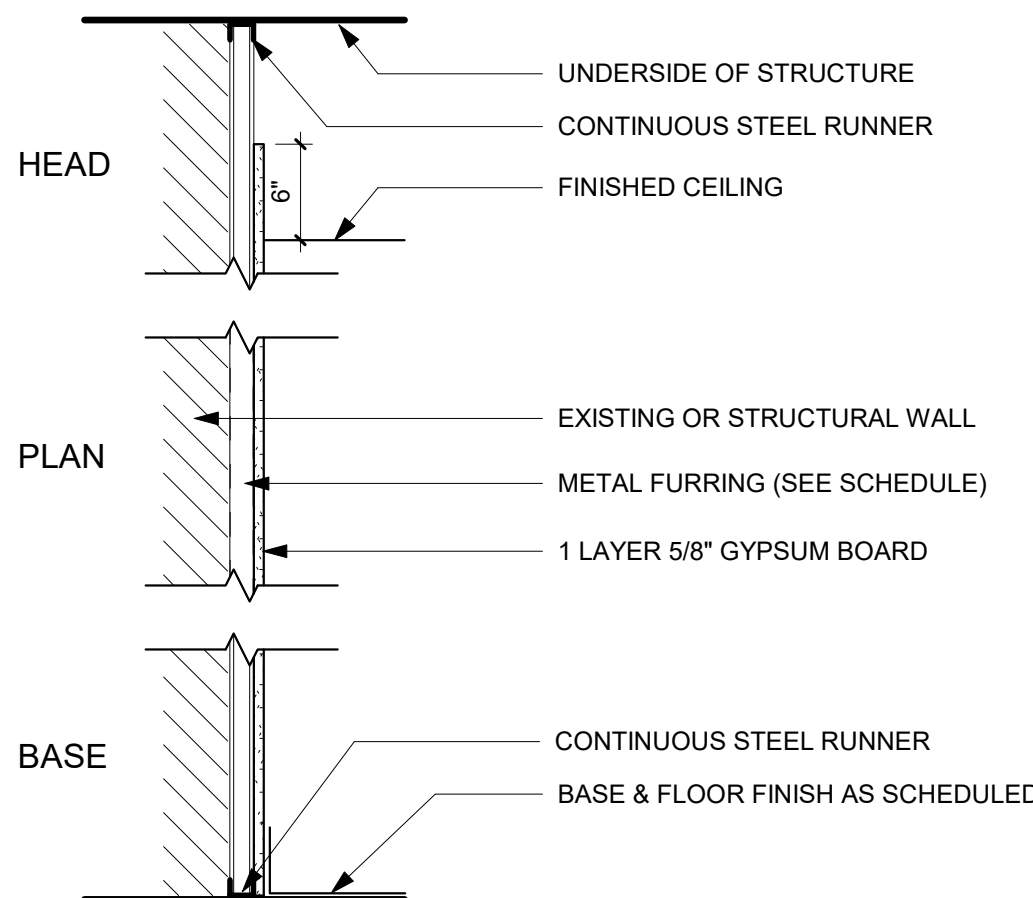
RATING
0 NON-RATED
S SMOKE
1 1 HOUR
2 2 HOUR
3 3 HOUR
4 4 HOUR

MODIFICATION
a TWO WALL LAYERS SEE "SECTION DETAIL TYP. WET WALL" ON SHEET A400



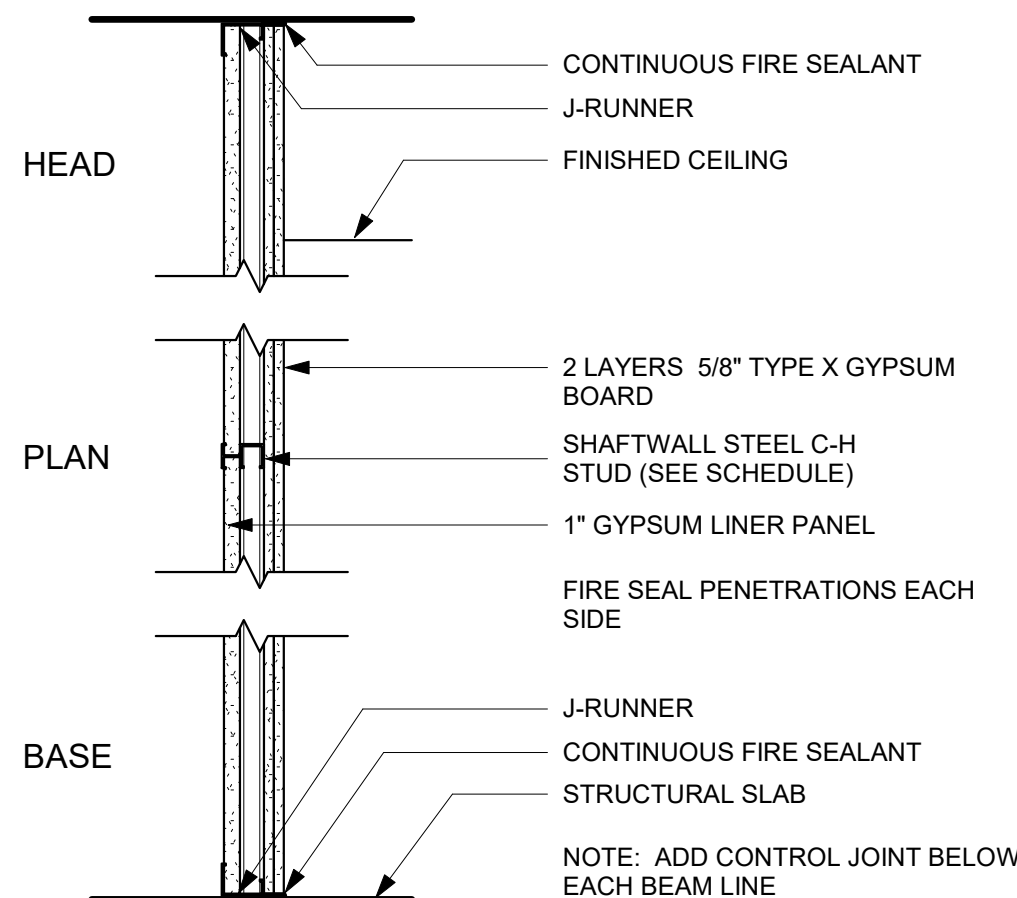
D1 CONCRETE MASONRY
NON RATED / 2 HOUR RATED / NON-LOAD BEARING

WIDTH	BLOCK SIZE	UL DESIGN NUMBER
3 5/8"	3 5/8"	N/A
5 5/8"	5 5/8"	N/A
7 5/8"	7 5/8"	N/A
9 5/8"	9 5/8"	U905
11 5/8"	11 5/8"	U905



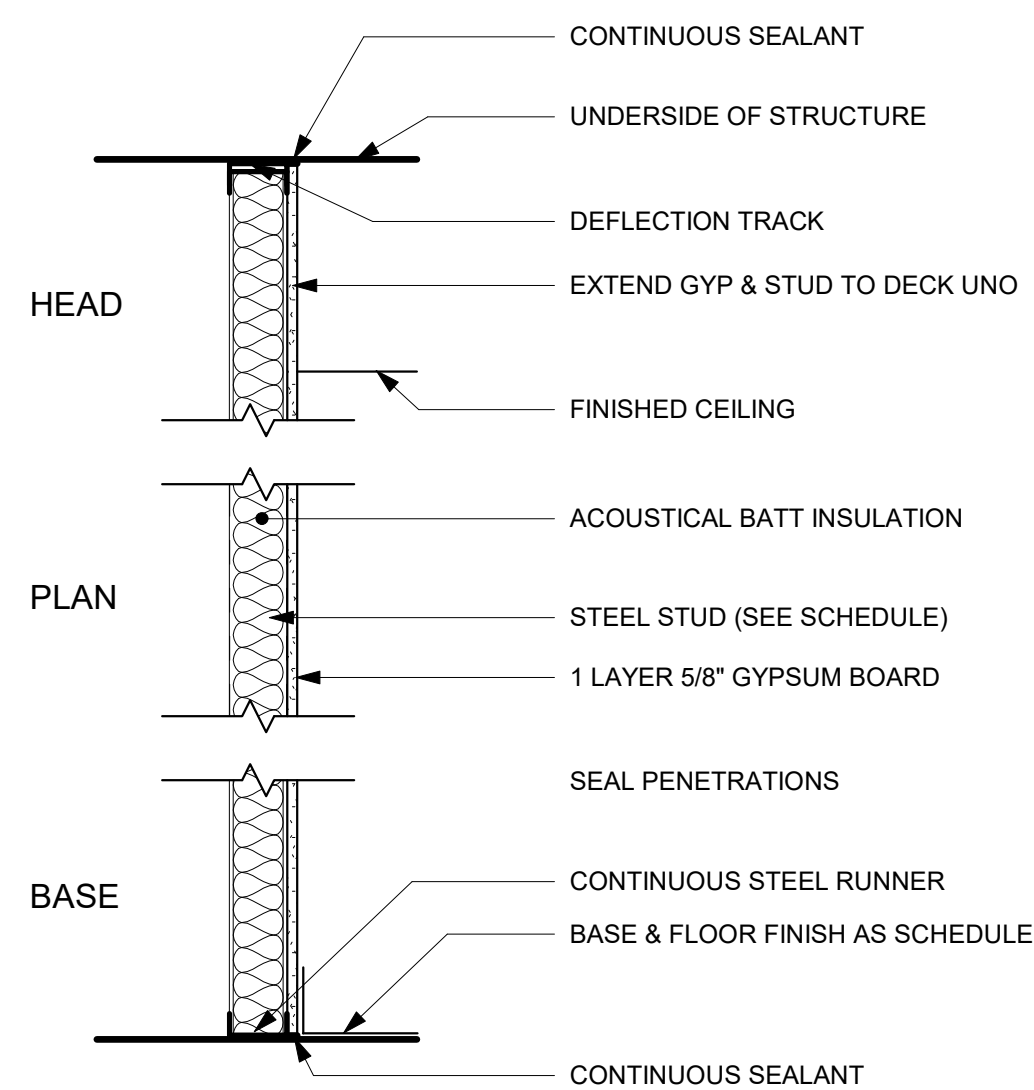
C1 FURRED PARTITION
NON RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
1 1/2"	7/8"	N/A
1 5/8"	1"	N/A
2 1/8"	1 1/2"	N/A
2 5/8"	2"	N/A
3 5/8"	3"	N/A



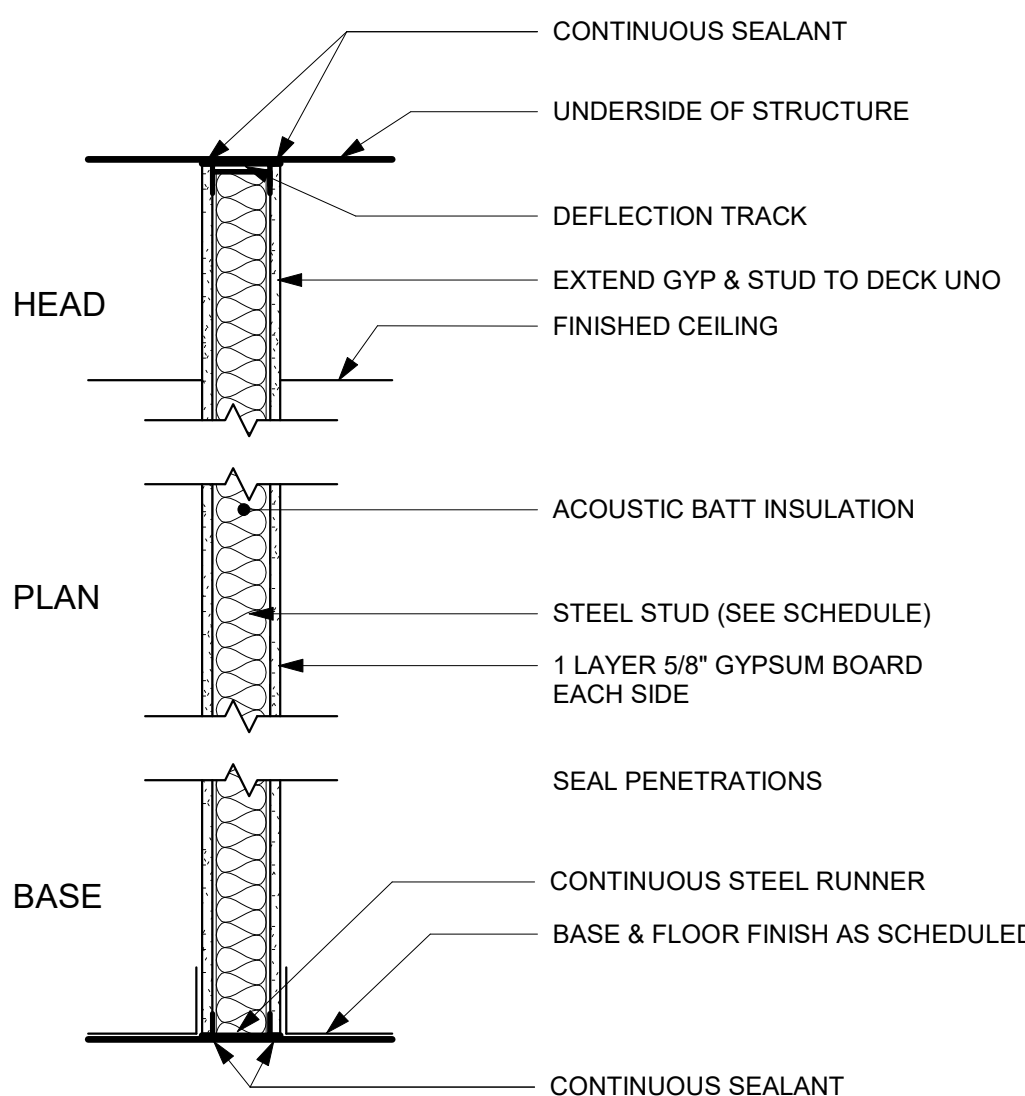
B1 SHAFTWALL PARTITION
2 HOUR RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
3 1/8"	2 1/2"	U415
4 5/8"	4"	U415
6 5/8"	6"	U415



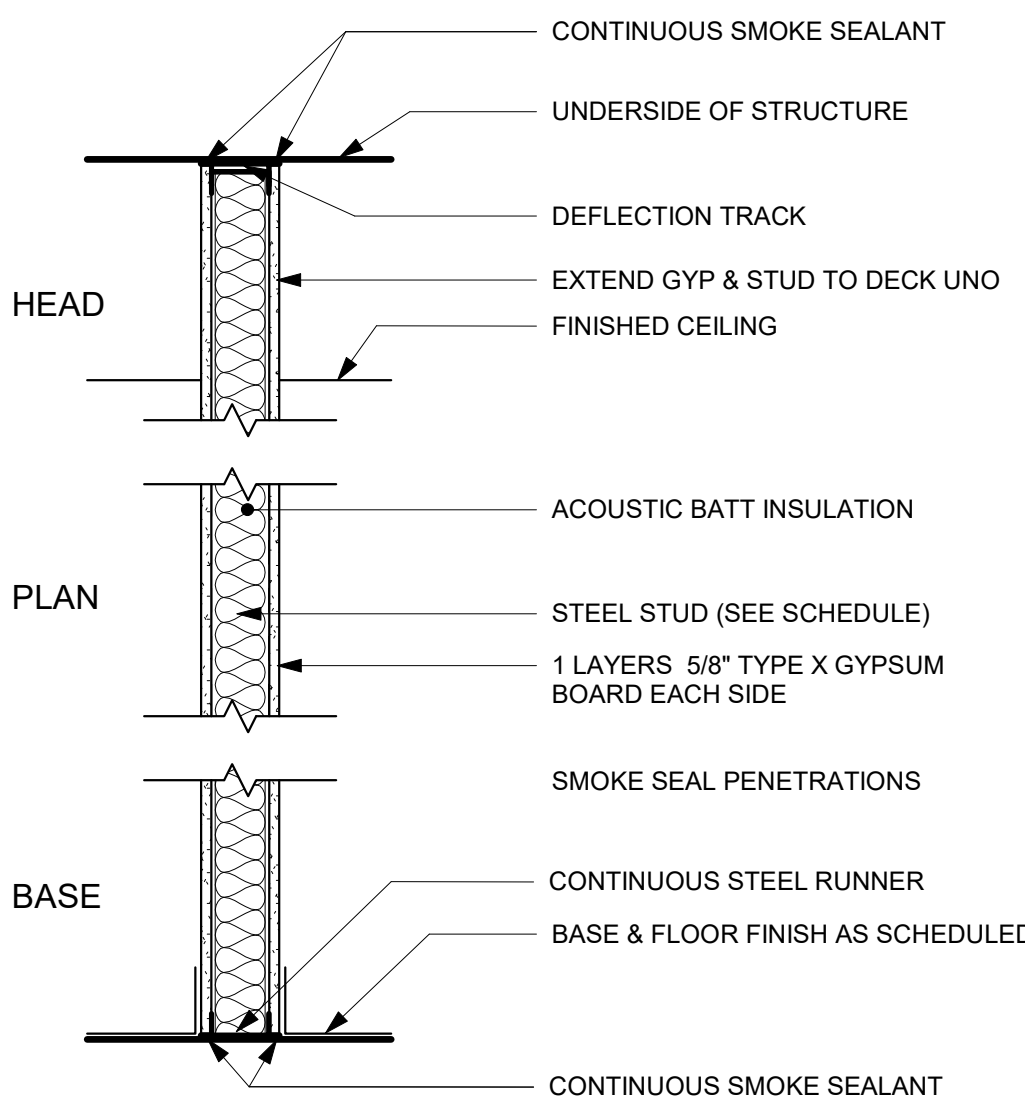
A2 STEEL FRAMED PARTITION
NON RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
2 1/4"	1 5/8"	N/A
4 1/4"	3 5/8"	N/A
6 5/8"	6"	N/A



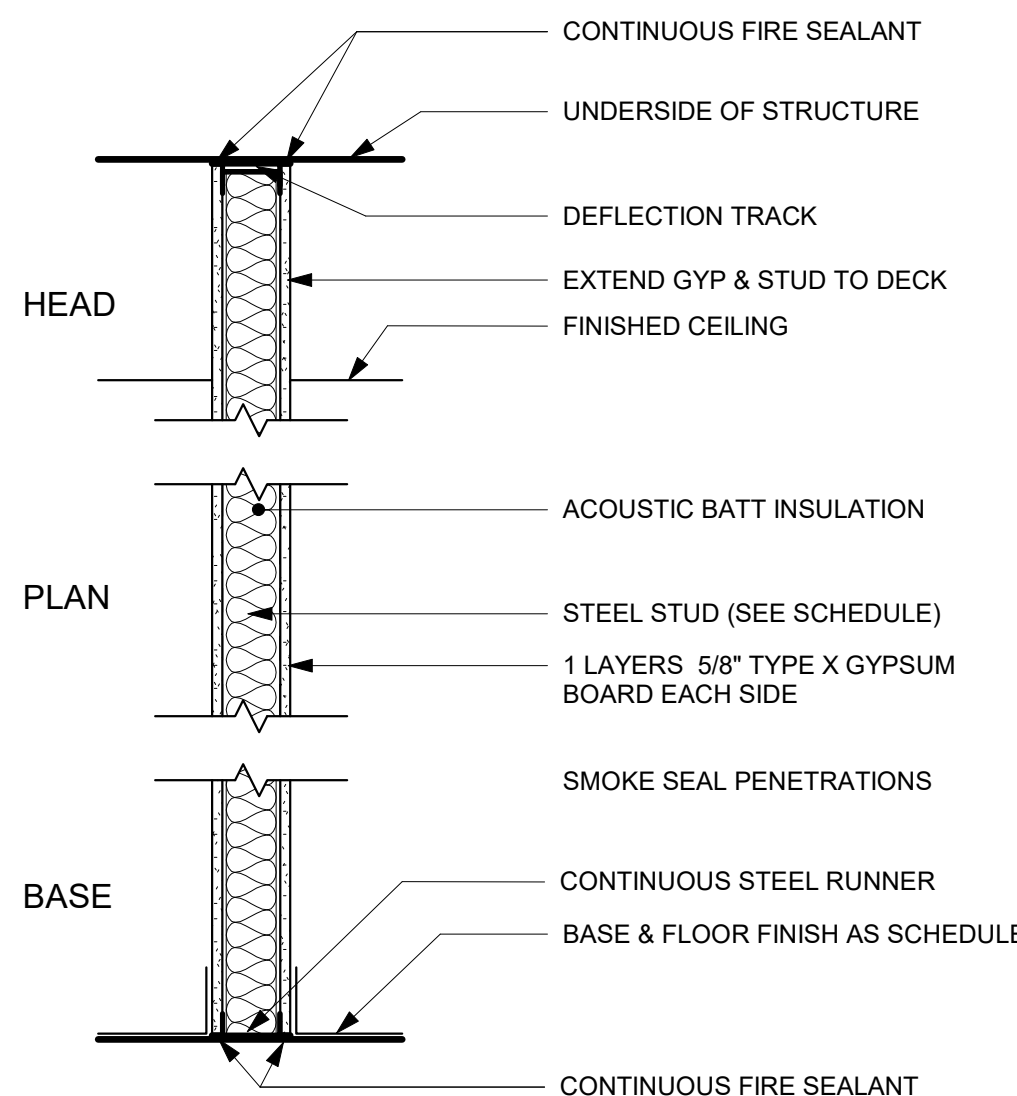
A1 STEEL FRAMED PARTITION
NON RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
4 7/8"	3 5/8"	N/A
7 1/4"	6"	N/A



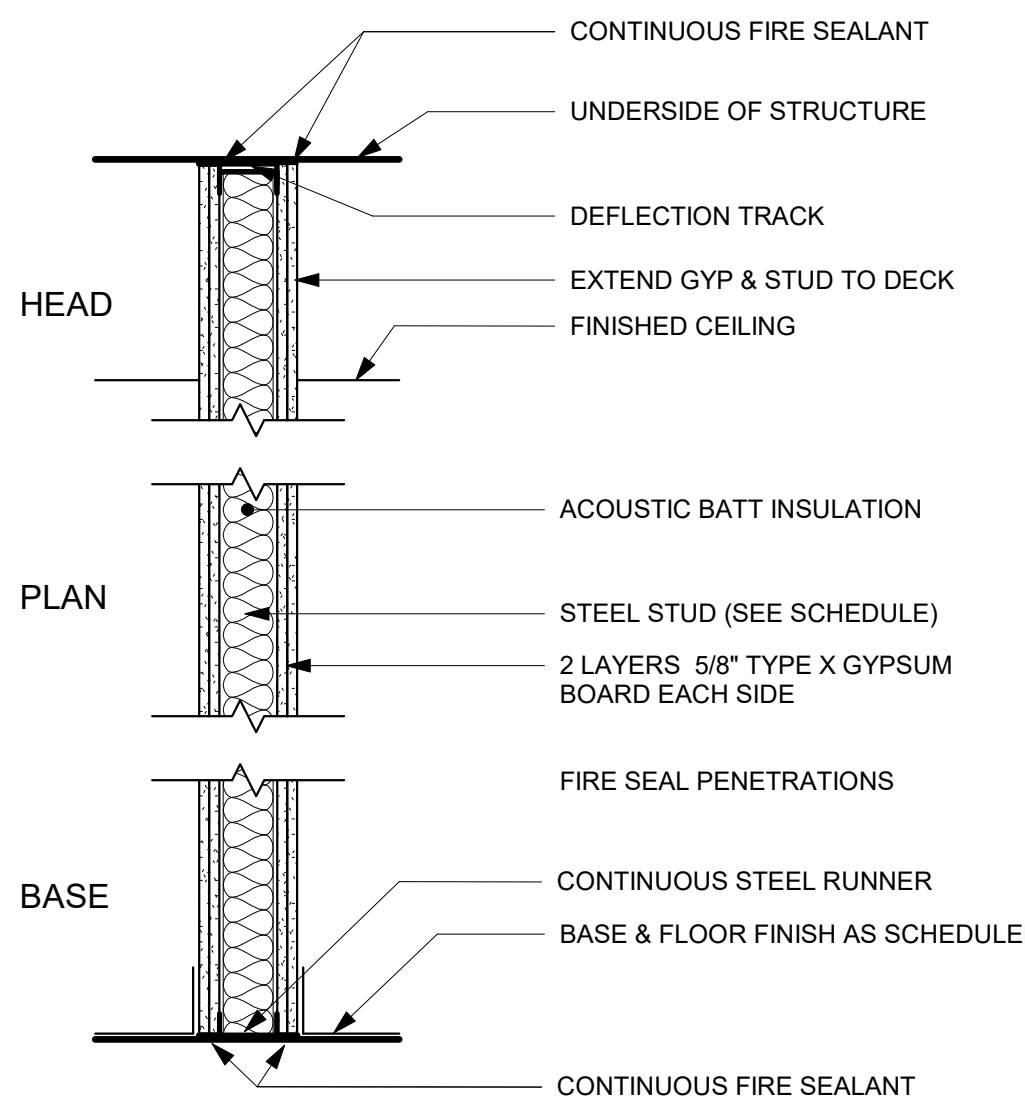
SMOKE RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
4 7/8"	3 5/8"	U465
7 1/4"	6"	U465



1 HOUR RATED / NON-LOAD BEARING

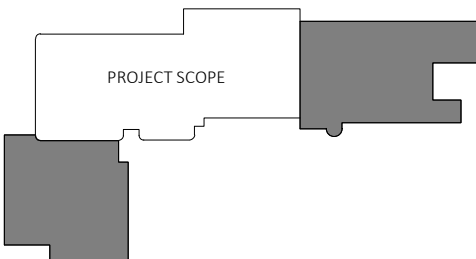
WIDTH	STUD SIZE	UL DESIGN NUMBER
4 7/8"	3 5/8"	U465
7 1/4"	6"	U465



2 HOUR RATED / NON-LOAD BEARING

WIDTH	STUD SIZE	UL DESIGN NUMBER
4 7/8"	3 5/8"	U411
7 1/4"	6"	U411

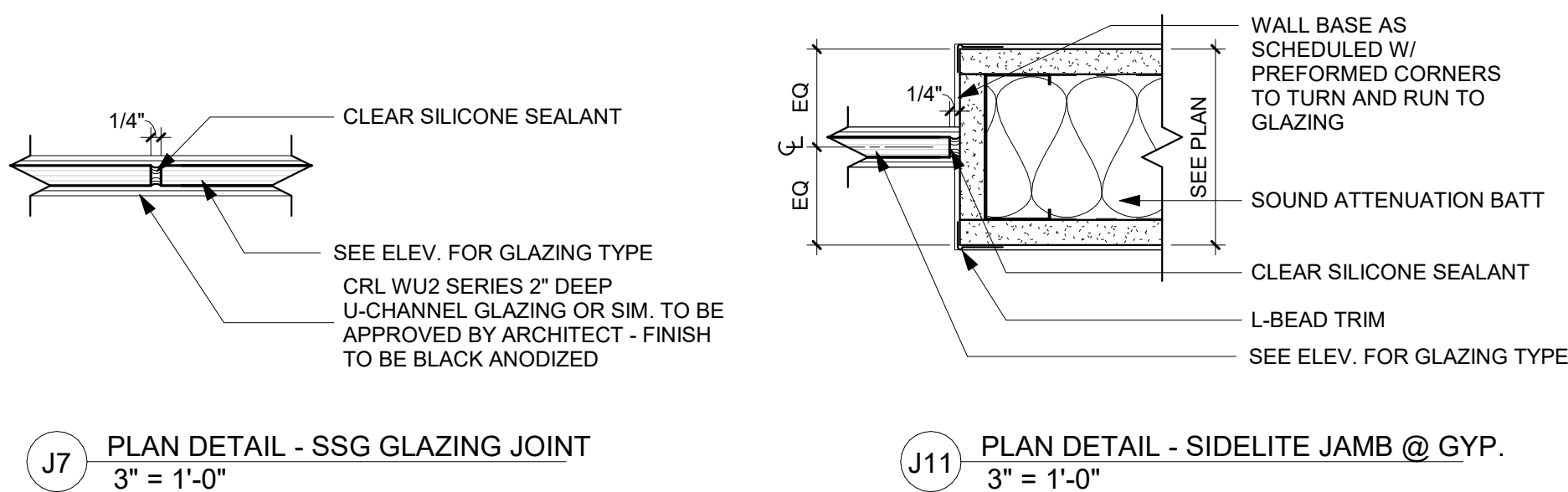
Key Plan



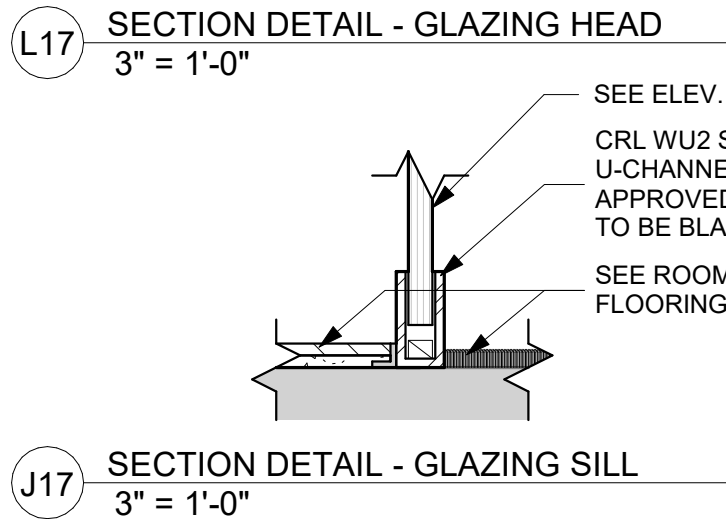
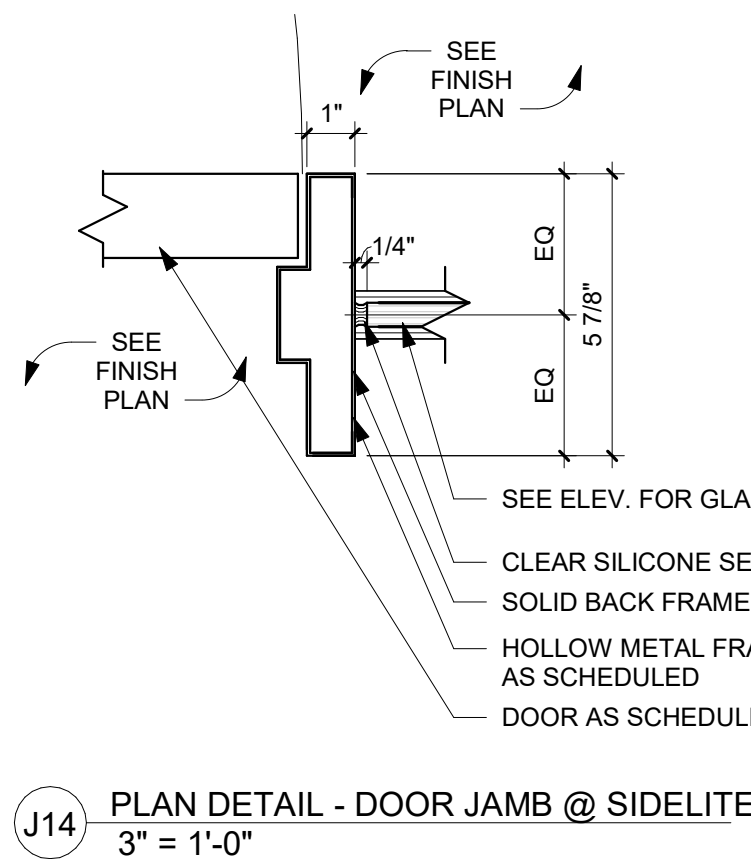
Revision Description Date

DOOR SCHEDULE																
DOOR NUMBER	PANEL QUANTITY	PANEL TYPE	WIDTH	HEIGHT	PANEL		PANEL MATERIAL	PANEL FINISH	FRAME			CARD READER	HEAD DETAIL	JAMB DETAIL	REMARKS	HARDWARE SET
					PANEL 1 WIDTH	PANEL 2 WIDTH			FRAME TYPE	MATERIAL	FINISH					
201	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	1.0	HM	PT-5	YES	E9/A003	A9/A003		7.0
202A	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-5		E9/A003	A9/A003		9.0
202B	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		9.0
203A	2	FG	6'-0"	8'-0"	3'-0"	3'-0"	WD-1	ST	1.0	HM	PT-4		E9/A003	A9/A003		11.0
203B	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	2.0	HM	PT-5	YES	E9/A003	A9/A003		8.1
203C	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	2.0	HM	PT-5	YES	E9/A003	A9/A003		8.1
203D	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	1.0	HM	PT-5		E9/A003	A9/A003		12.0
204	2	F	6'-0"	8'-0"	3'-0"	3'-0"	MDO	PT-3	1.0	HM	PT-5		E9/A003	A9/A003		4.0
205A	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	1.0	HM	PT-5		E9/A003	A9/A003		10.0
205B	1	F	3'-0"	8'-0"	3'-0"		WD-1	PT-3	1.0	HM	PT-5		E9/A003	A9/A003		10.0
206	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
207	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
208	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
209	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
211A	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		9.0
211B	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4	YES	E9/A003	A9/A003		8.1
212A	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4	YES	E9/A003	A9/A003		8.0
212B	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4	YES	E9/A003	A9/A003		8.1
216	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		1.0
217	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		1.0
218	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		1.0
219	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		1.0
223	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	2.0	HM	PT-5		E9/A003	A9/A003		3.0
224	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
225	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
232	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	1.0	HM	PT-5		E9/A003	A9/A003		3.0
251	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	1.0	HM	PT-5		E9/A003	A9/A003		3.0
252	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		6.0
254	1	F	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		2.0
255	1	FL	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		1.0
256	1	FL	3'-0"	8'-0"	3'-0"		WD-1	STN	1.0	HM	PT-4		E9/A003	A9/A003		1.0
257	1	F	3'-0"	8'-0"	3'-0"		MDO	PT-3	1.0	HM	PT-3	YES	E9/A003	A9/A003		5.0
258	1	FL	3'-0"	8'-0"	3'-0"		WD-1	PT-3	1.0	HM	PT-3		E9/A003	A9/A003		1.0
X140	1	F	3'-0"	7'-0"	3'-0"		EXIST	EXIST	EXIST	EXIST	EXIST					-
X141	1	F	3'-0"	8'-0"	3'-0"		EXIST	EXIST	EXIST	EXIST	EXIST					-
X200A	2	FG	6'-2"	7'-10"	3'-1"	3'-1"	EXIST	EXIST	EXIST	EXIST	EXIST	YES	-	-	1, 2	13.0
X200B	2	FG	6'-2"	6'-10"	3'-1"	3'-1"	EXIST	EXIST	EXIST	EXIST	EXIST		-	-	1, 2	-
X203E	1	FG	3'-2"	6'-10"	3'-2"		EXIST	EXIST	EXIST	EXIST	EXIST		-	-	1	14.0
X210A	2	SL	4'-8"	7'-0"	2'-4"	2'-4"	EXIST	EXIST	EXIST	EXIST	EXIST	YES	-	-	1	13.0
X210B	2	SL	4'-8"	7'-0"	2'-4"	2'-4"	EXIST	EXIST	EXIST	EXIST	EXIST		-	-	3	-
X213	1	F	3'-0"	7'-0"	3'-0"		EXIST	EXIST	EXIST	EXIST	EXIST		-	-	1	-
X214	1	F	3'-0"	7'-0"	3'-0"		EXIST	EXIST	EXIST	EXIST	PT-4		-	-	1	-
X230	1	F	3'-0"	7'-0"	3'-0"		EXIST	PT-3	EXIST	EXIST	PT-4	YES	-	-	1	13.0
X231	1	F	3'-0"	8'-0"	3'-0"		EXIST	PT-3	EXIST	EXIST	PT-4		-	-	1	-

REMARKS:
1. EXISTING DOOR, PROTECT DURING CONSTRUCTION AND MAINTAIN ARDWARE FUNTIONALITY AFTER CONSTRUCTION
2. EXISTING ADA OPERATOR, MAINTAIN FUNCTIONALITY AFTER CONSTRUCTION
3. SALVAGE AND RELOCATE EXISTING DOOR AS SHOWN. MAINTAIN EXISTING FUNCTIONALITY AFTER RELOCATION.

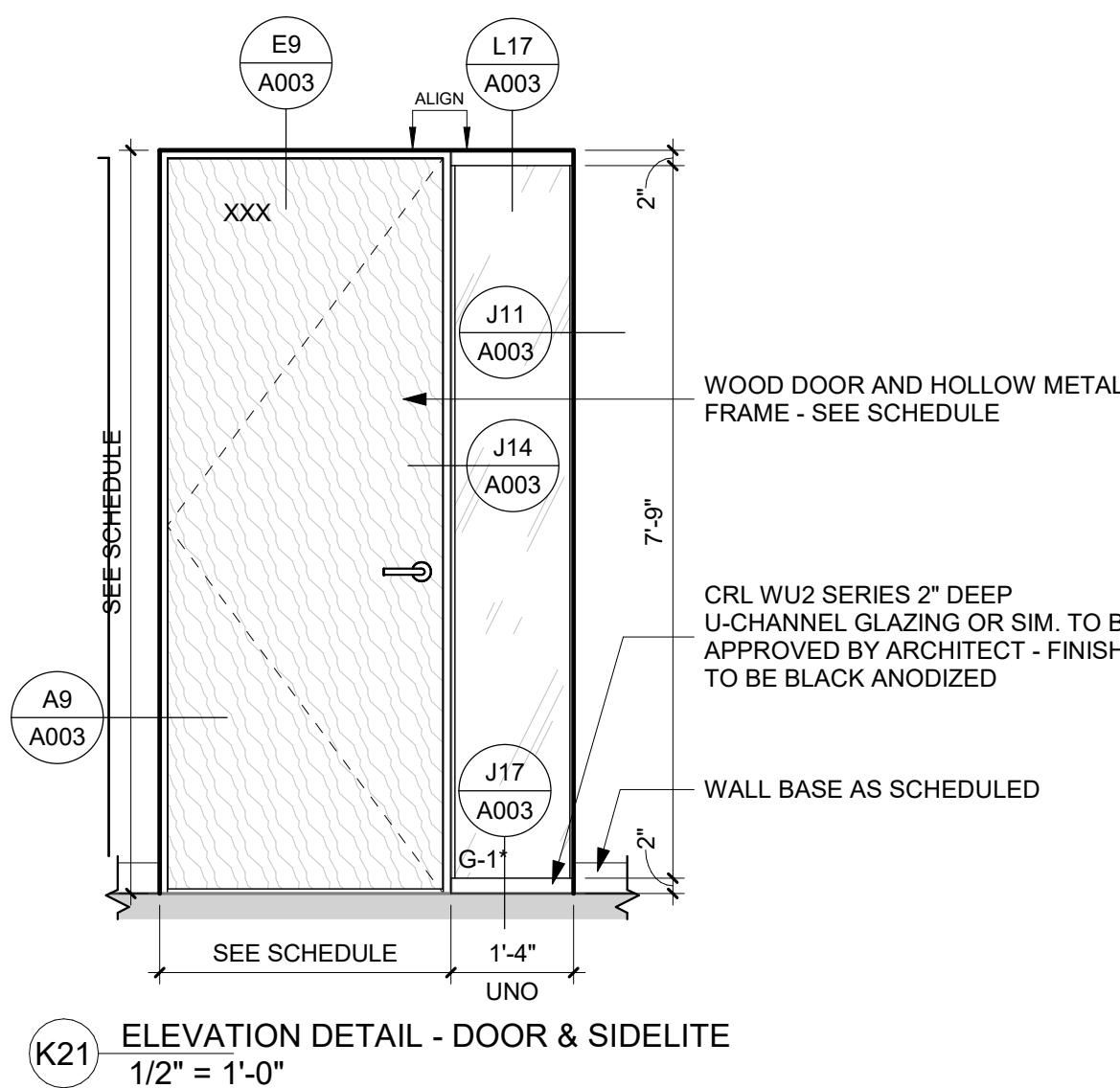


J11 PLAN DETAIL - SIDELITE JAMB @ GYP. 3\"/>



J17 SECTION DETAIL - GLAZING SILL 3\"/>

J17 SECTION DETAIL - GLAZING HEAD 3\"/>



K21 ELEVATION DETAIL - DOOR & SIDELITE 1/2\"/>

E9 GE - DOOR - H.M. FRAME - HEAD 3\"/>

E15 GE - DOOR - ALUM. RATED FRAME HEAD 3\"/>

E19 GE - DOOR - ALUM. FRAME HEAD 3\"/>

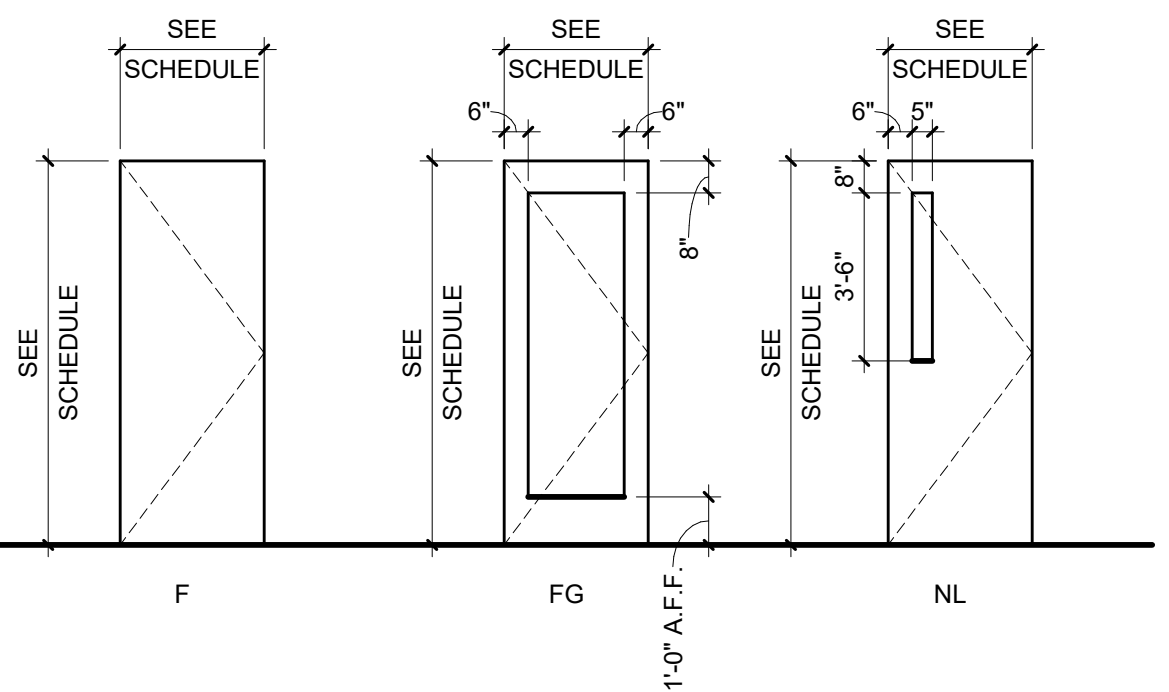
A9 GE - DOOR - H.M. FRAME - JAMB 3\"/>

A15 GE - DOOR - ALUM. RATED FRAME JAMB 3\"/>

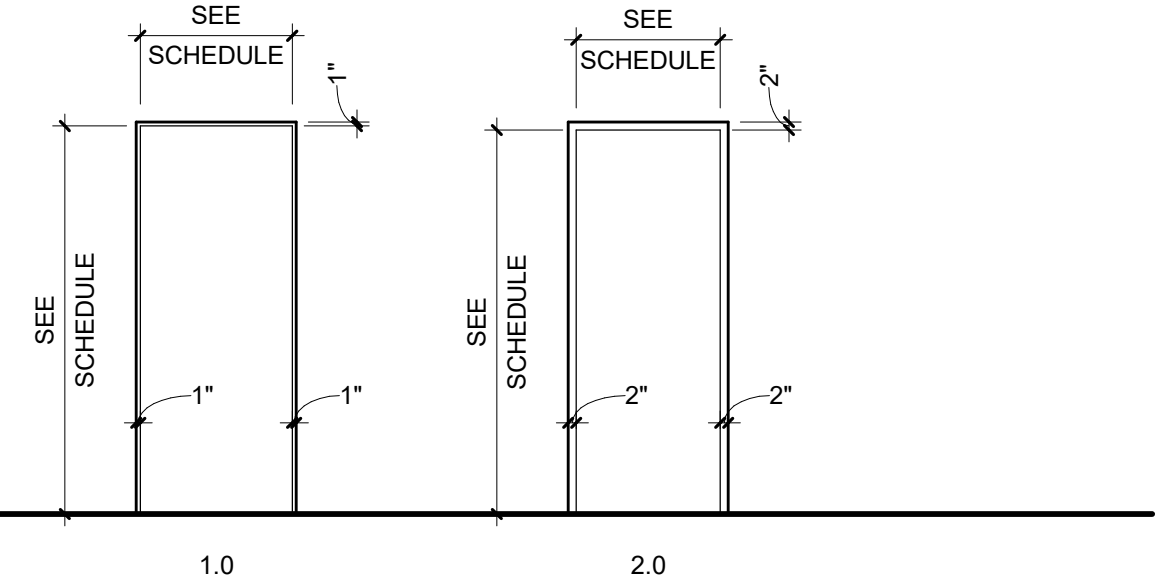
A19 GE - DOOR - ALUM. FRAME JAMB 3\"/>

GENERAL NOTES

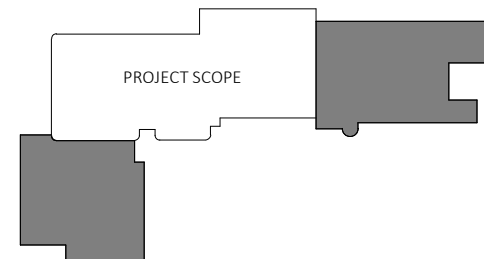
- SEE FRAME PLANS AND INTERIOR ELEVATIONS FOR DIMENSIONAL SIZES WITH MATERIALS OF FRAMES.
- PREPARE DOOR AND FRAME FOR PAINT - BOND DENTS AND SAND SCRATCHES SMOOTH.
- PAINT HOLLOW METAL DOORS AND FRAMES EPT-1.



DOOR PANEL TYPES

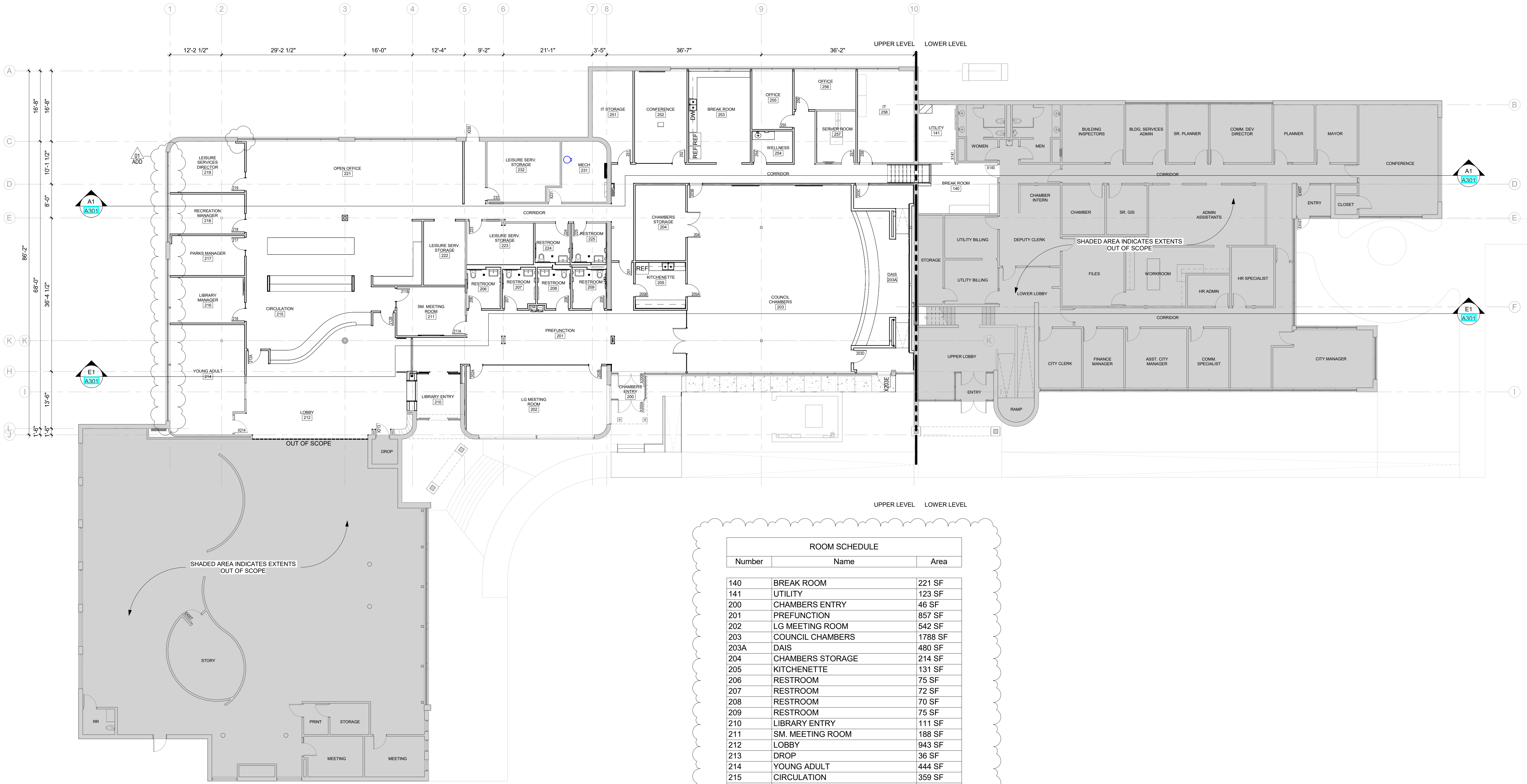


DOOR FRAME ELEVATIONS



Revision	Description	Date
ADD 01	ADDENDUM 01	11/15/2024

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➤ E3 OVERALL FLOOR PLAN
3/32" = 1'-0"

ROOM SCHEDULE		
Number	Name	Area
140	BREAK ROOM	221 SF
141	UTILITY	123 SF
200	CHAMBERS ENTRY	46 SF
201	PREFUNCTION	857 SF
202	LG MEETING ROOM	542 SF
203	COUNCIL CHAMBERS	1788 SF
203A	DAIS	480 SF
204	CHAMBERS STORAGE	214 SF
205	KITCHENETTE	131 SF
206	RESTROOM	75 SF
207	RESTROOM	72 SF
208	RESTROOM	70 SF
209	RESTROOM	75 SF
210	LIBRARY ENTRY	111 SF
211	SM. MEETING ROOM	188 SF
212	LOBBY	943 SF
213	DROP	36 SF
214	YOUNG ADULT	444 SF
215	CIRCULATION	359 SF
216	LIBRARY MANAGER	191 SF
217	PARKS MANAGER	165 SF
218	RECREATION MANAGER	166 SF
219	LEISURE SERVICES DIRECTOR	211 SF
221	OPEN OFFICE	1588 SF
222	LEISURE SERV. STORAGE	151 SF
223	LEISURE SERV. STORAGE	158 SF
224	RESTROOM	77 SF
225	RESTROOM	75 SF
230	CORRIDOR	214 SF
231	MECH	164 SF
232	LEISURE SERV. STORAGE	235 SF
250	CORRIDOR	447 SF
251	IT STORAGE	184 SF
252	CONFERENCE	268 SF
253	BREAK ROOM	318 SF
254	WELLNESS	71 SF
255	OFFICE	133 SF
256	OFFICE	133 SF
257	SERVER ROOM	113 SF
258	IT	290 SF
A	STAIR	40 SF

01
ADD

GENERAL NOTES

- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
- FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS - TYPICAL FOR ALL DRAWINGS.
- IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
- ALL PENETRATIONS IN FIRE RATED FLOORS AND WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
- PATCH AND REPAIR EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION. ALL WALLS A1,C.O UNLESS OTHERWISE NOTED
- PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL MOUNTED ACCESSORIES - AS REQUIRED

OPN
ARCHITECTS

100 Court Ave., Suite 100
Des Moines, IA 50309
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www.opnarchitects.com

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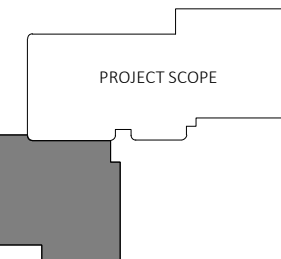
Project
CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

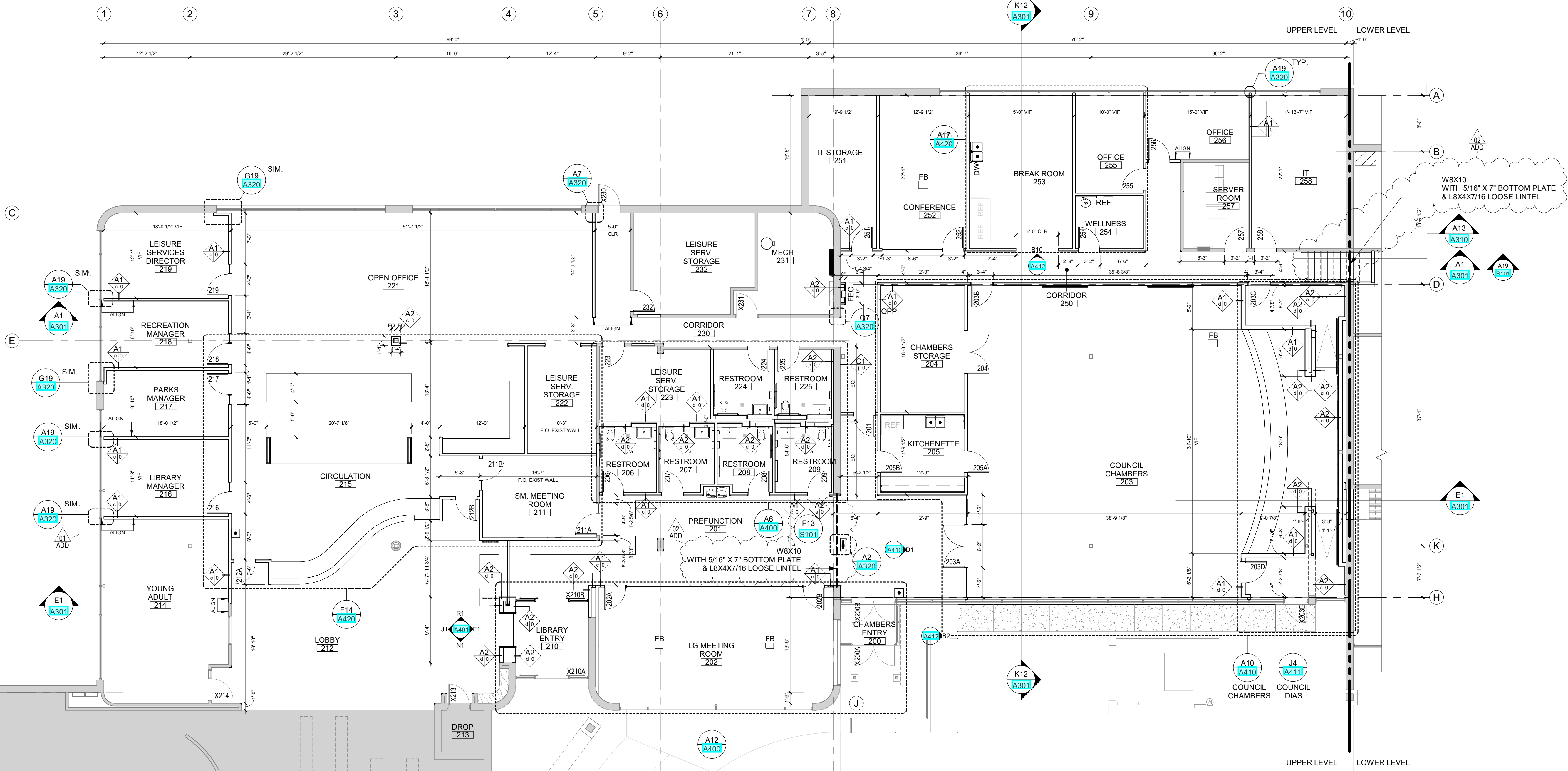
Mechanical Engineer
KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan



Revision	Description	Date
ADD 01	ADDENDUM 01	11/15/2024



UPPER LEVEL FLOOR PLAN
1/8" = 1'-0"

SHADED AREA INDICATES EXTENTS
OUT OF SCOPE



LOWER LEVEL FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
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- PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES - AS REQUIRED.

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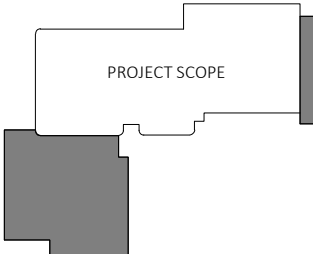
Mechanical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P: 515-724-7938

Electrical Engineer

KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P: 515-724-7938

Key Plan



Revision	Description	Date
ADD 01	ADDENDUM 01	11/15/2024
ADD 02	ADDENDUM 02	11/27/2024

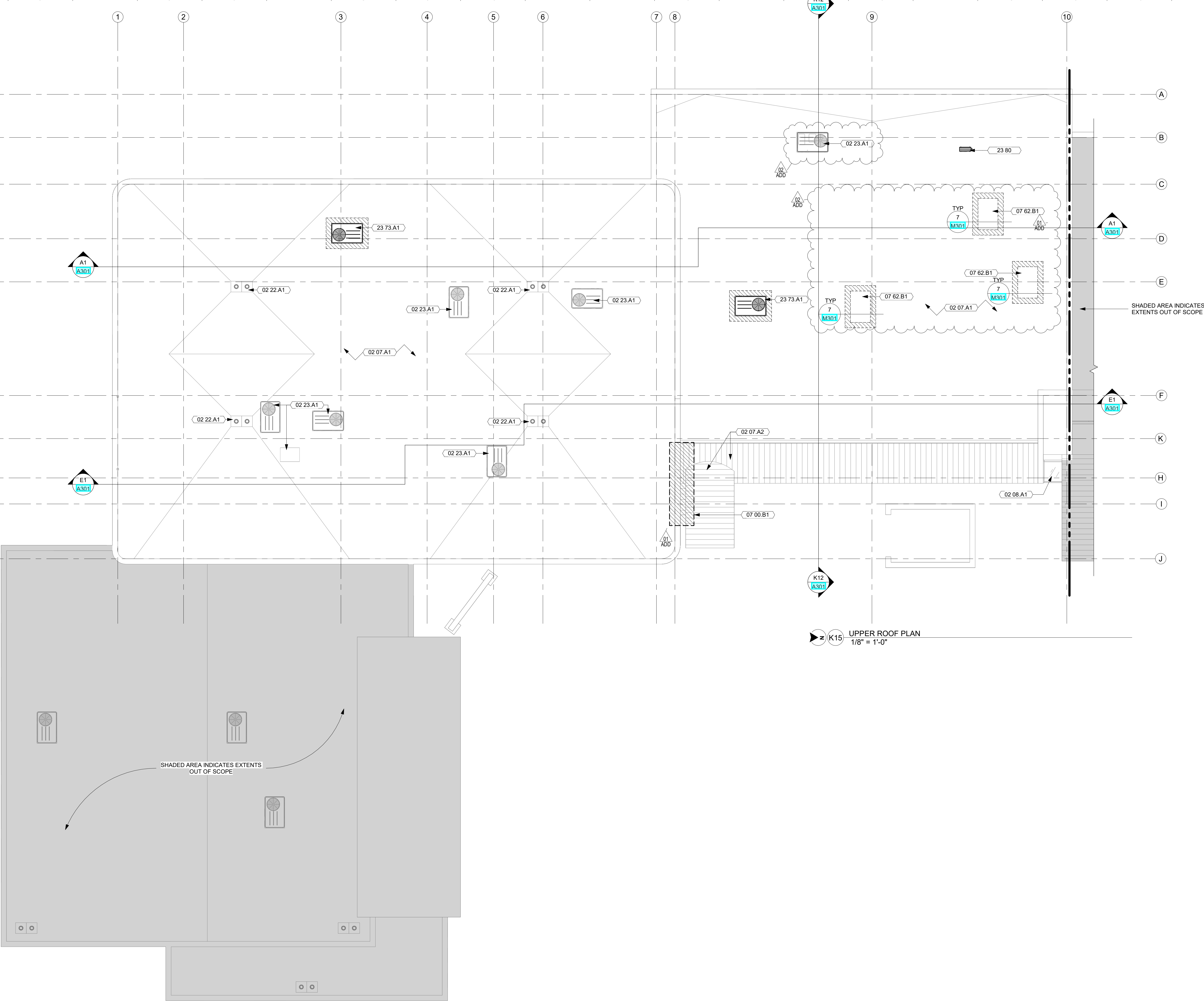
OPN Project No.
24811000

Sheet Issue Date
11/07/2024
100% CONSTRUCTION DOCUMENTS

FLOOR PLANS

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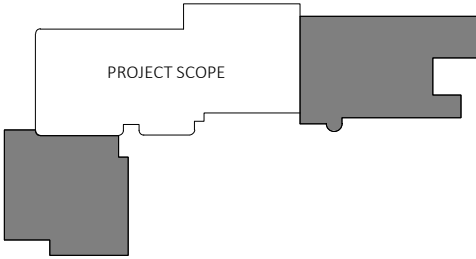
UPPER ROOF PLAN
1/8" = 1'-0"

GENERAL NOTES

- NOT ALL ROOF PENETRATIONS ARE SHOWN. VERIFY LOCATIONS OF ALL ROOF PENETRATIONS. PROVIDE BOOTS, FLASHING AND OTHER ACCESSORIES REQUIRED TO PROVIDE A COMPLETE, WATER-TIGHT WARRANTED SYSTEM REFER TO INDIVIDUAL DISCIPLINES.
- COORDINATE SLOPED STRUCTURE AND TAPERED INSULATION WITH STRUCTURAL DRAWINGS.
- SLOPE ALL TAPERED INSULATION AT 1/4" : 1'-0" UNLESS NOTED OTHERWISE.
- SLOPE ALL CRICKETS AT 1/2" : 1'-0" PERPENDICULAR TO VALLEY LINES UNLESS NOTED OTHERWISE.
- PROTECT SECTIONS OF THE ROOF THAT HAVE ALREADY BEEN INSTALLED FROM DAMAGE. DO NOT USE THE ROOF FOR A STAGING AREA UNLESS ADEQUATE FACTORY MUTUALLY APPROVED PROTECTION MEASURES ARE USED TO PROTECT THE ROOF.
- COORDINATE LOCATION OF MECHANICAL EQUIPMENT WITH MECHANICAL DRAWINGS.
- ALL OVERFLOW DRAINS TO BE 2" ABOVE MAIN ROOF DRAIN INTAKE ELEVATION.
- ALL WALLS WITH SOUND ATTENUATION BLANKETS ARE TO HAVE ACOUSTICAL SEALANT AT TOP AND BOTTOM AND AT ALL WALL PENETRATIONS.

KEYNOTE LEGEND

- | | |
|----------|--|
| 02 07 A1 | EXISTING MEMBRANE ROOF ASSEMBLY TO REMAIN |
| 02 07 A2 | EXISTING STANDING SEAM ROOF ASSEMBLY TO REMAIN |
| 02 08 A1 | EXISTING GLAZING SYSTEM TO REMAIN |
| 02 22 A1 | EXISTING ROOF DRAIN TO REMAIN, PROVIDE NEW CAST IRON GRATE |
| 02 23 A1 | EXISTING ROOFTOP EQUIPMENT TO REMAIN |
| 07 00 B1 | EXISTING FLAT SHEET METAL ROOF SPANNING FROM BUILDING TO ROOF STRUCTURE. PROVIDE NEW SHEET METAL FLASHING, TRIM AND SEALANT TO REPAIR EXISTING WATER DAMAGE AND ENSURE PROPER FUTURE DRAINAGE AWAY FROM BUILDING |
| 07 62 B1 | GALVANIZED SHEET METAL CAP - SEE DETAILS |
| 23 73 A1 | PACKAGED RTU - SEE MECHANICAL |
| 23 80 | DECENTRALIZED HVAC EQUIPMENT |



Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

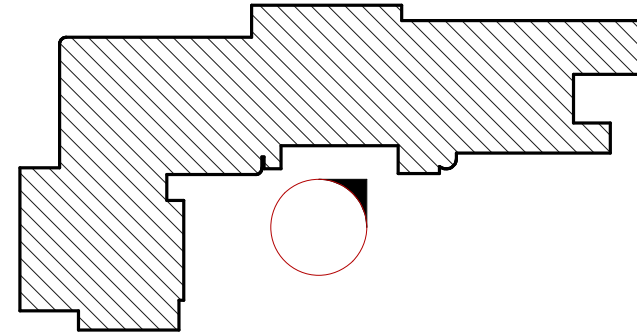
CONTRACTOR TO PATCH AND REPAIR ALL VISIBLE CRACKS IN MORTAR AND/OR BRICK FACES. CLEAN ALL EXTERIOR BRICK SURFACES WITH MILD DETERGENT TO REMOVE STAINING AND ORGANIC GROWTH.

CONTRACTOR NOTE: PHOTOS ARE INCLUDED ON THIS PAGE TO PROVIDE GENERAL EXISTING CONDITION OF BRICK MASONRY, AND TYPICAL AREAS OF CONCERN FOR CLEANING AND SEALING.

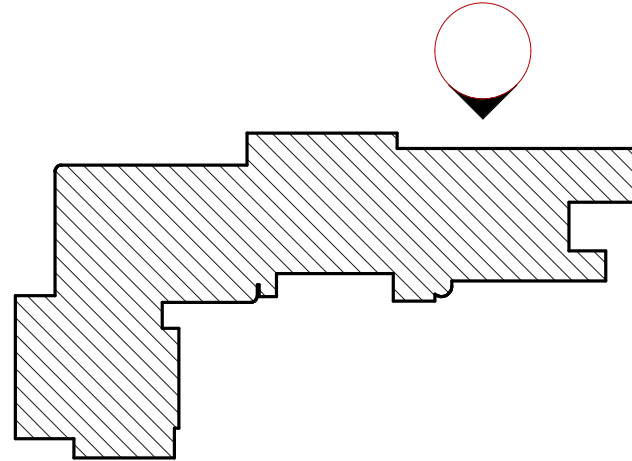
- FOR BIDDING PURPOSES:
- PROVIDE UNIT COST FOR CRACK REPAIR - **ASSUME 150 LINEAR FEET**
 - ASSUME ENTIRE EXTERIOR OF BUILDING TO BE CLEANED.
1. ALL FINISHES TO BE CLEANED, INCLUDING:
- BRICK MASONRY
 - E.I.F.S. PANELING
 - SOFFITS
 - GLASS
 - METAL TRIMS



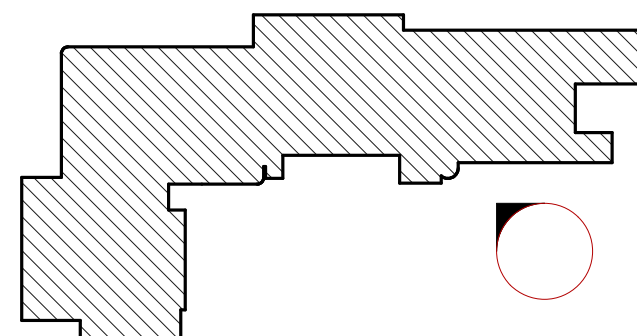
TYPICAL EXAMPLE OF BRICK STREAKING



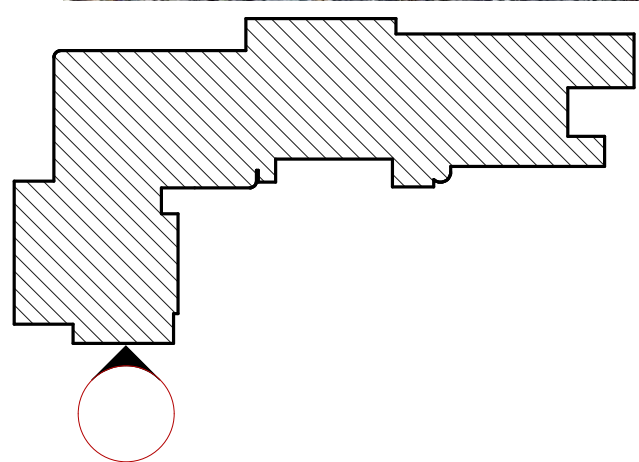
TYPICAL BRICK CRACK AT GRADE
TYPICAL CRACKING TO BE REPAIRED AND SEALED



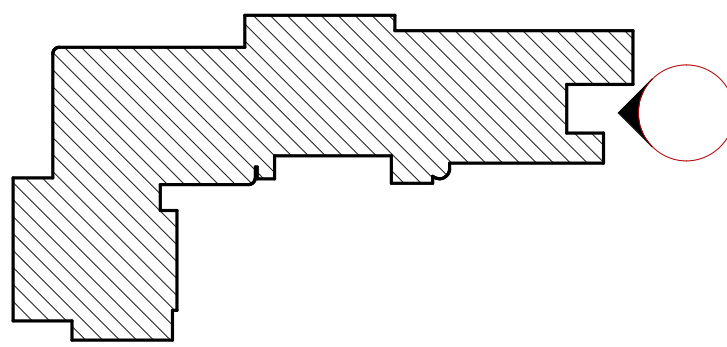
EXAMPLE OF ORGANIC GROWTH ON BRICK NEAR PARAPET



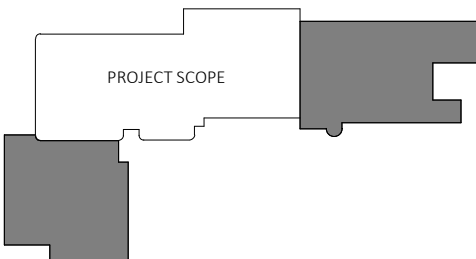
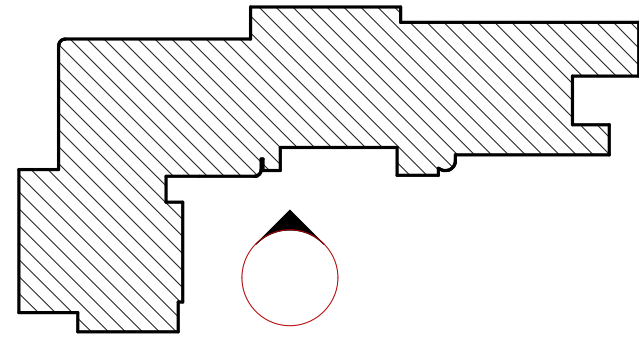
TYPICAL EXAMPLE OF ORGANIC GROWTH NEAR GRADE



EXAMPLE OF DIRTY BRICK NEAR PEDESTRIAN PATHWAY



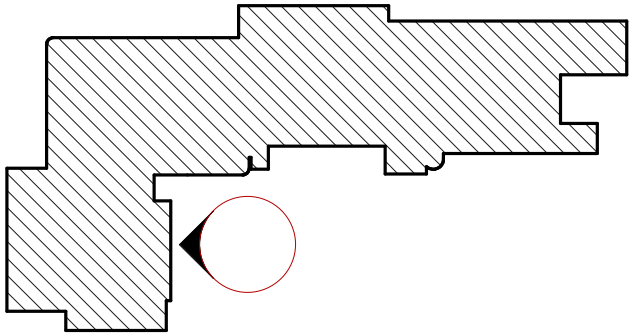
EXAMPLE OF DIRTY BRICK NEAR CHAMBERS ENTRY





AREA OF EIFS DETERIORATION AT LIBRARY ENTRY

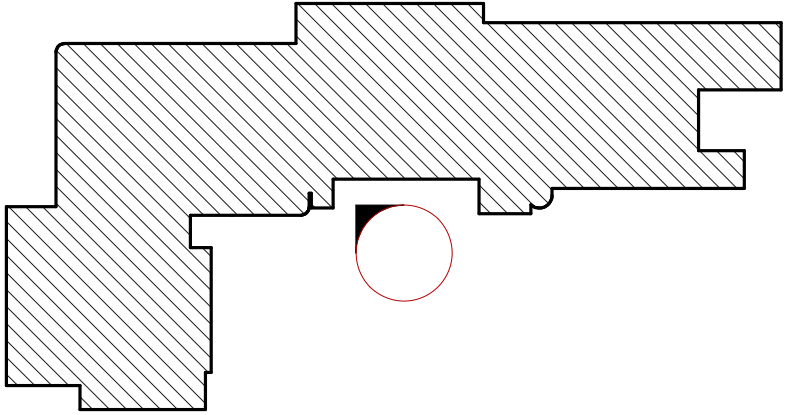
PATCH AND REPAIR EXISTING EIFS
FINISH COAT TO MATCH EXISTING
AND PROVIDE FINISHED DRIP
EDGE AND PANEL APPEARANCE



REMOVE EXISTING SEALANT AND PROVIDE NEW
SEALANT AT ENTIRE EXTERIOR PERIMETER OF
CHAMBERS ENTRY VESTIBULE. REPLACE ANY TRIM AS
NECESSARY TO MAINTAIN WATERTIGHT
CONSTRUCTION THROUGHOUT.



CHAMBERS ENTRY VESTIBULE - EXISTING CONDITION



EXAMPLE OF DIRTY SIGNAGE AT LIBRARY ENTRY

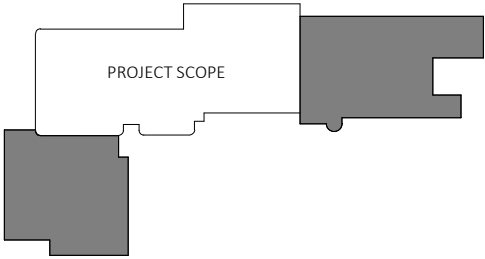


EXAMPLE OF DIRTY SOFFIT AT CITY HALL ENTRY

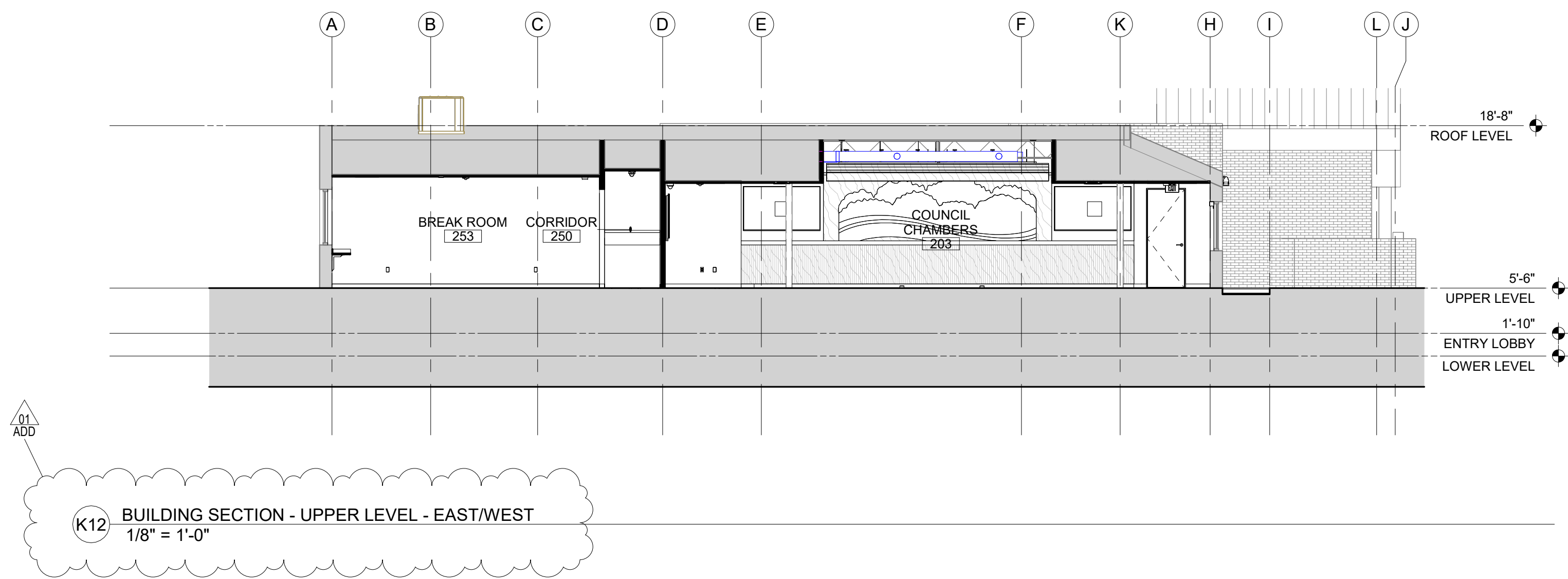
CONTRACTOR TO PATCH AND REPAIR ALL VISIBLE CRACKS IN MORTAR
AND/OR BRICK FACES. CLEAN ALL EXTERIOR BRICK SURFACES WITH
MILD DETERGENT TO REMOVE STAINING AND ORGANIC GROWTH.

CONTRACTOR NOTE: PHOTOS ARE INCLUDED ON THIS PAGE TO
PROVIDE GENERAL EXISTING CONDITION OF BRICK MASONRY, AND
TYPICAL AREAS OF CONCERN FOR CLEANING AND SEALING.

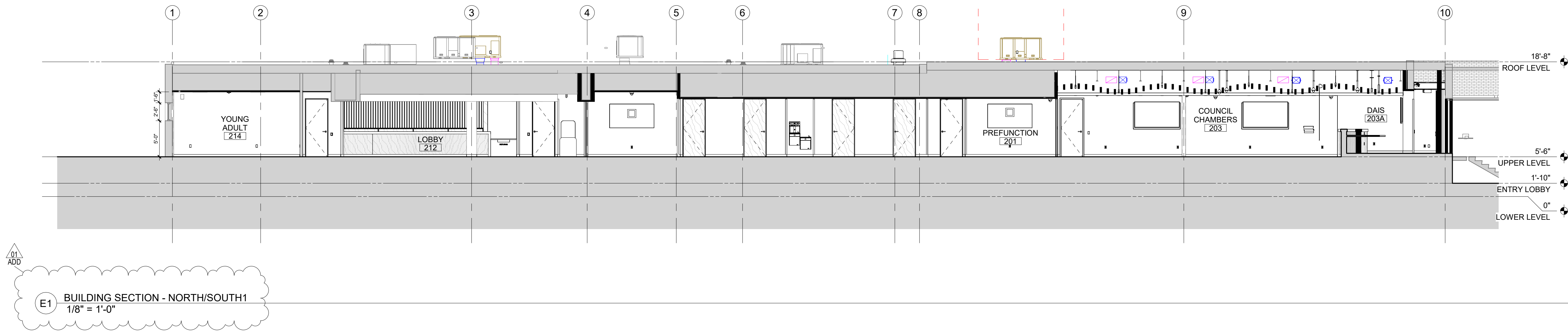
- FOR BIDDING PURPOSES:
- PROVIDE UNIT COST FOR CRACK REPAIR - **ASSUME 150 LINEAR FEET**
 - ASSUME ENTIRE EXTERIOR OF BUILDING TO BE CLEANED.
 - 1. ALL FINISHES TO BE CLEANED, INCLUDING:
 - BRICK MASONRY
 - E.I.F.S. PANELING
 - SOFFITS
 - GLASS
 - METAL TRIMS



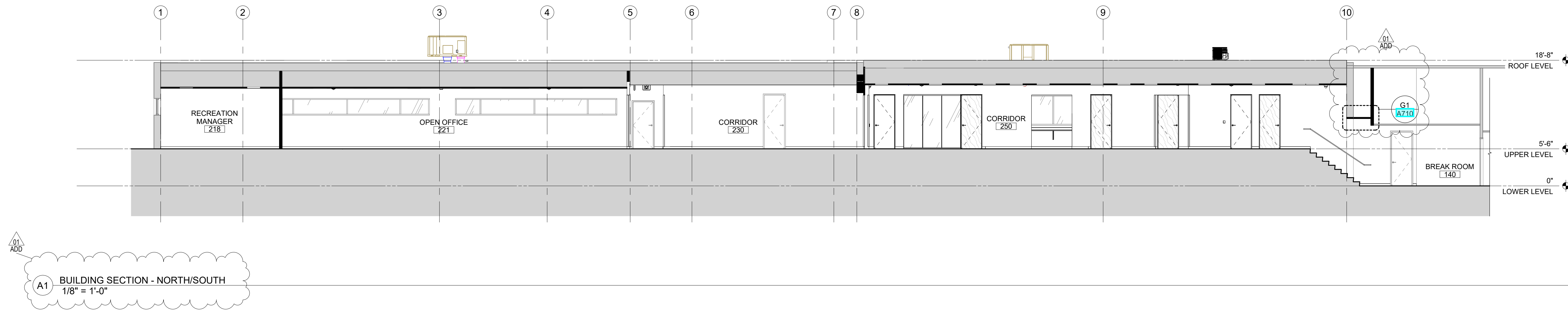
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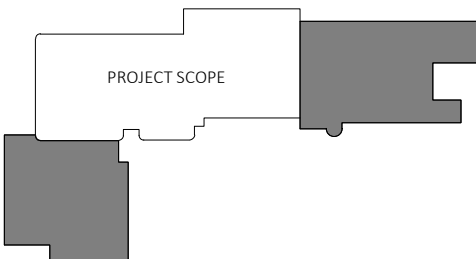
K12 BUILDING SECTION - UPPER LEVEL - EAST/WEST
1/8" = 1'-0"



E1 BUILDING SECTION - NORTH/SOUTH
1/8" = 1'-0"

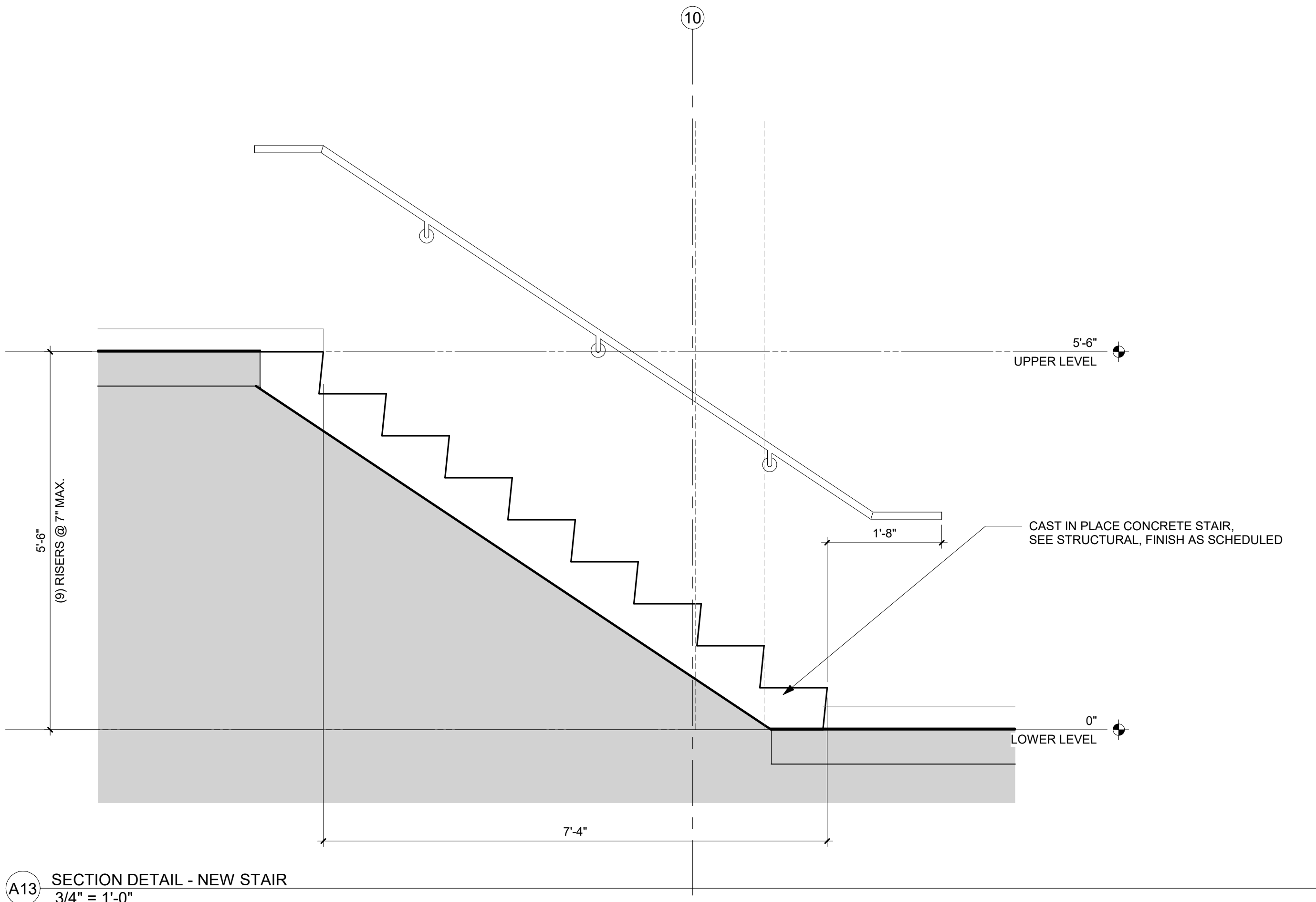
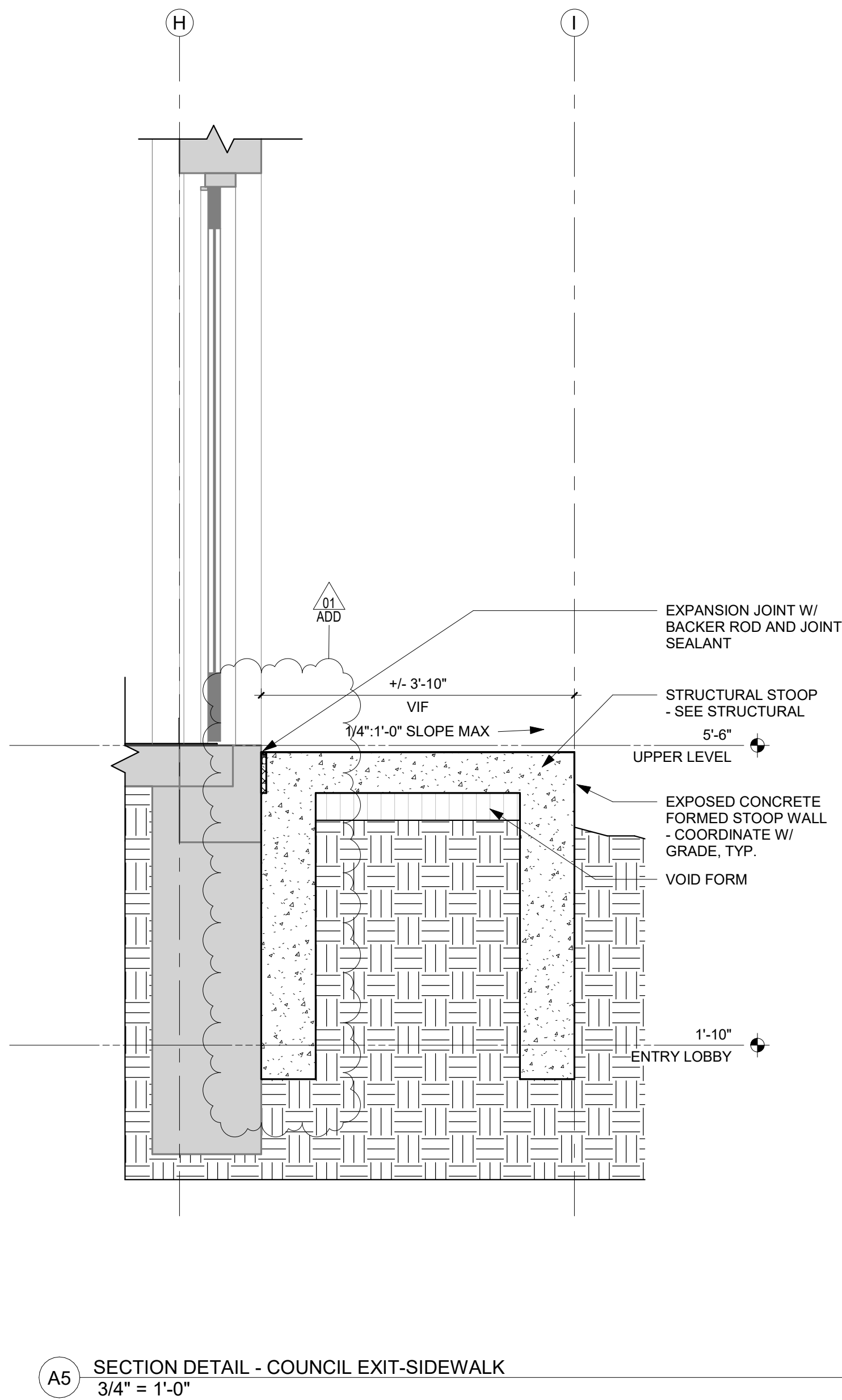


A1 BUILDING SECTION - NORTH/SOUTH
1/8" = 1'-0"



Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024

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A



Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

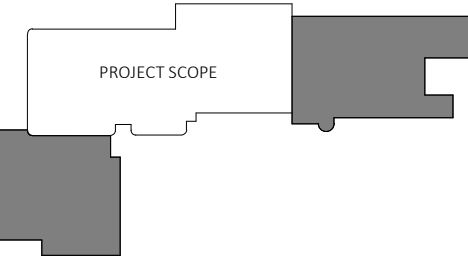
Project
CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

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300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCL ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:



Revision	Description	Date
ADD 01	ADDENDUM 01	11/15/2024

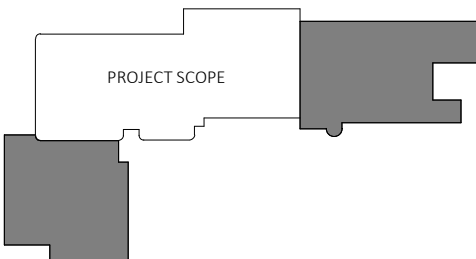
OPN Project No.
24811000

Sheet Issue Date
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11/07/2024

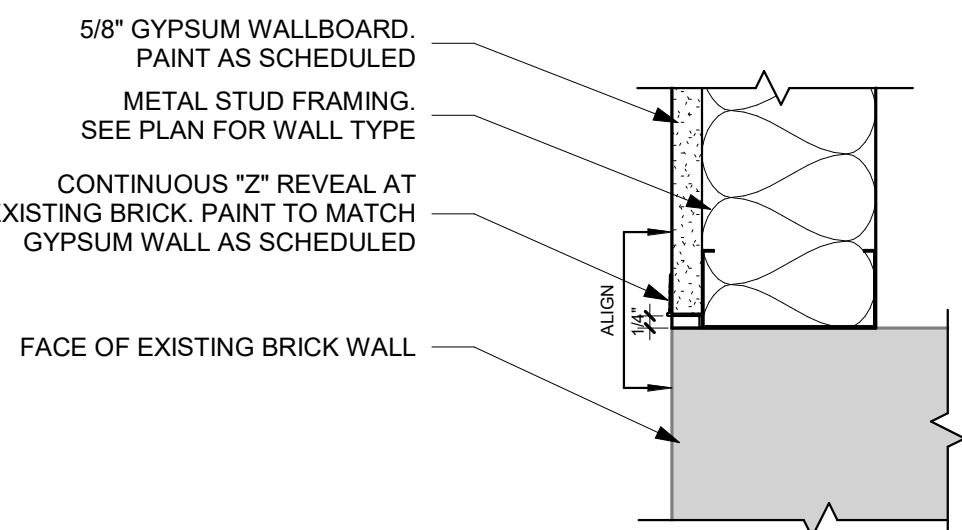
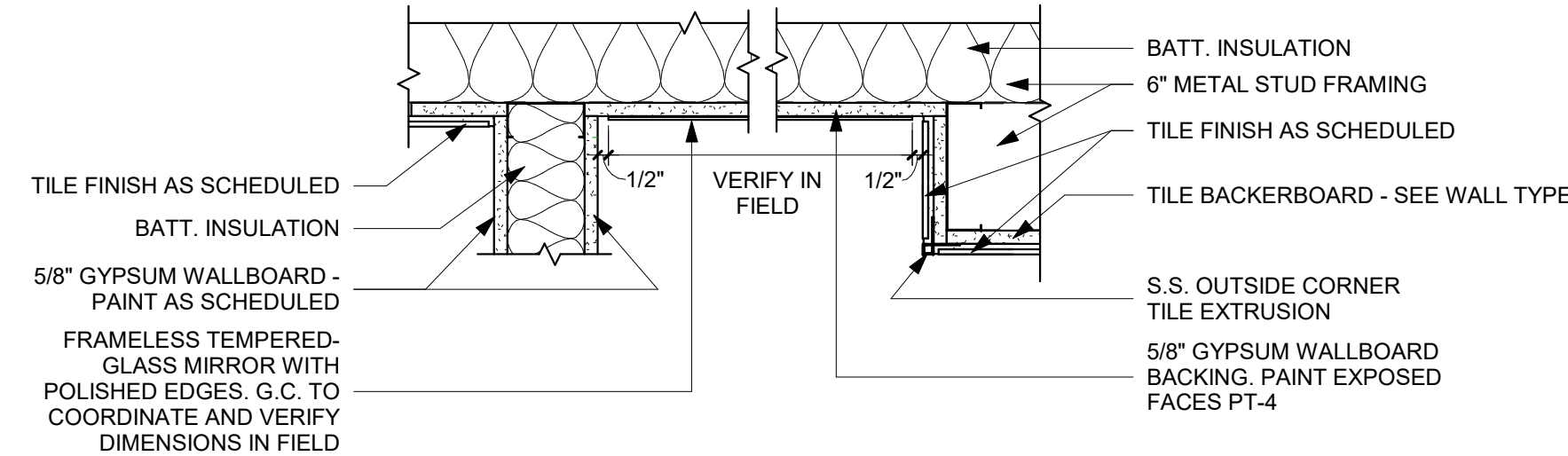
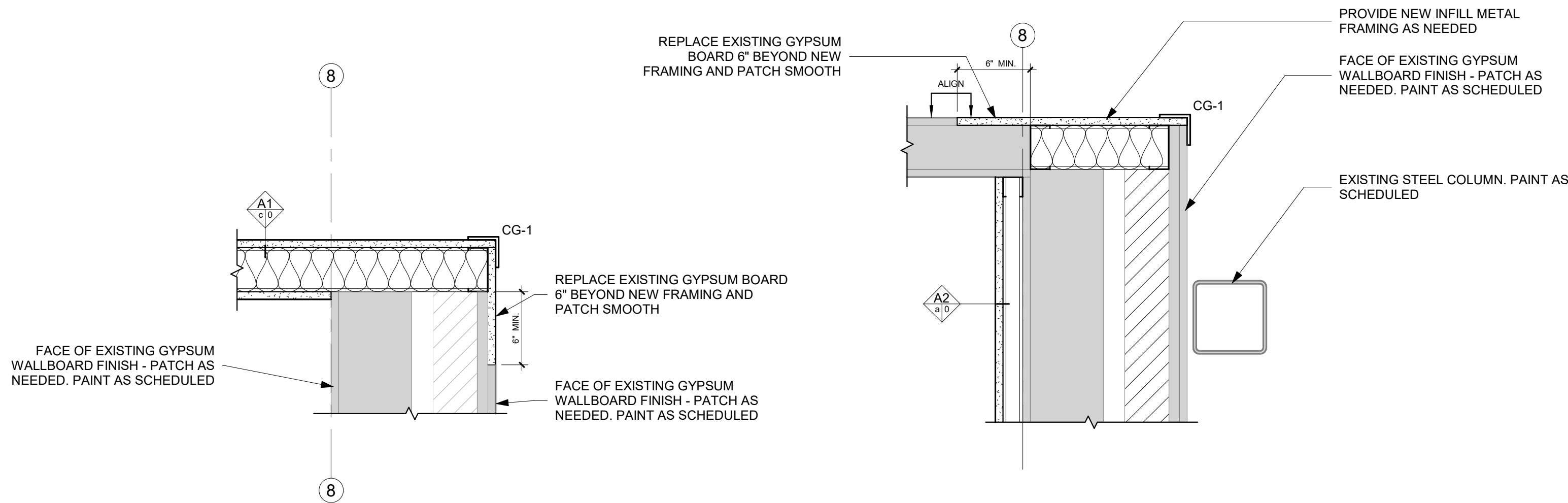
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WALL SECTIONS

Sheet Number

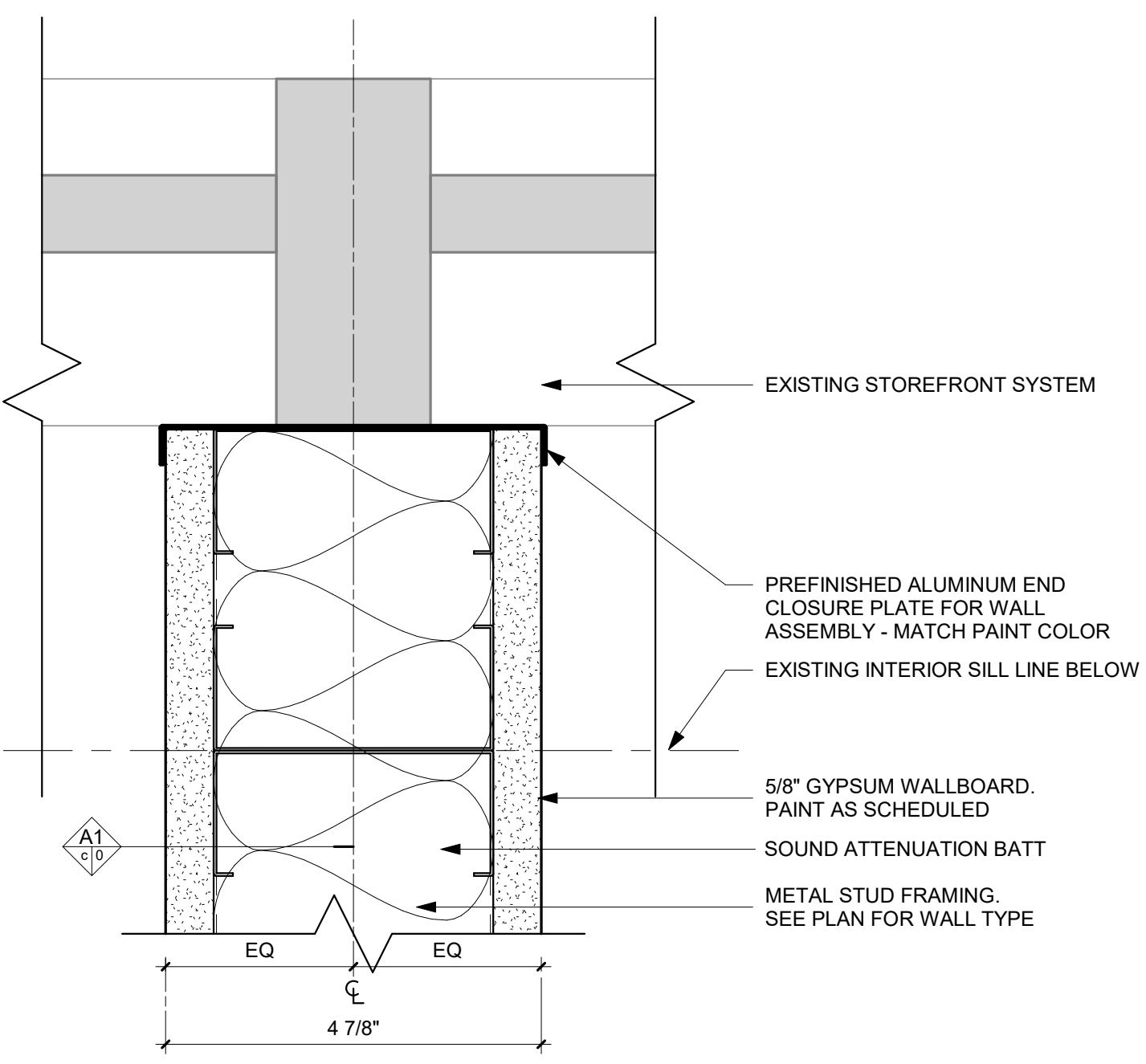
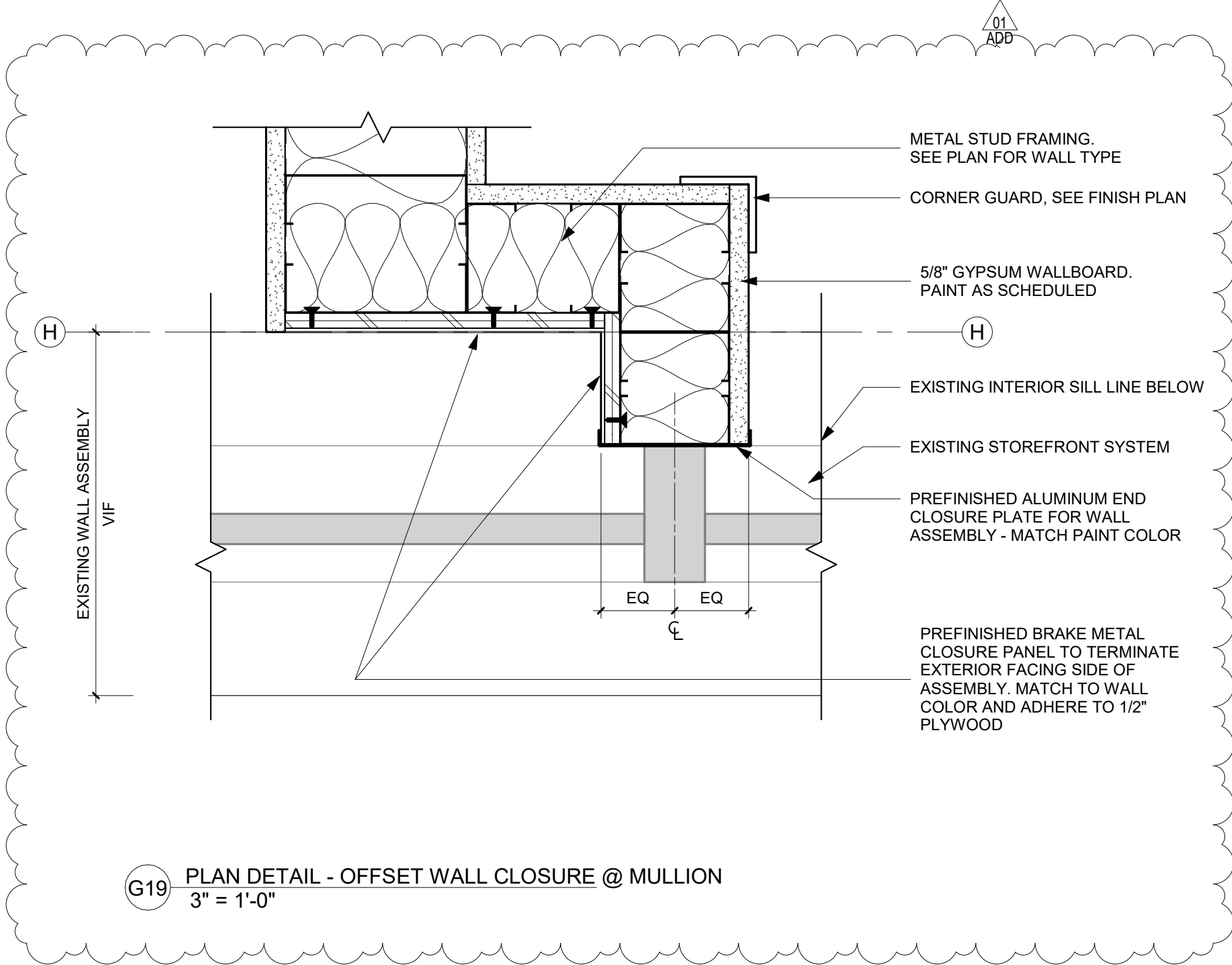
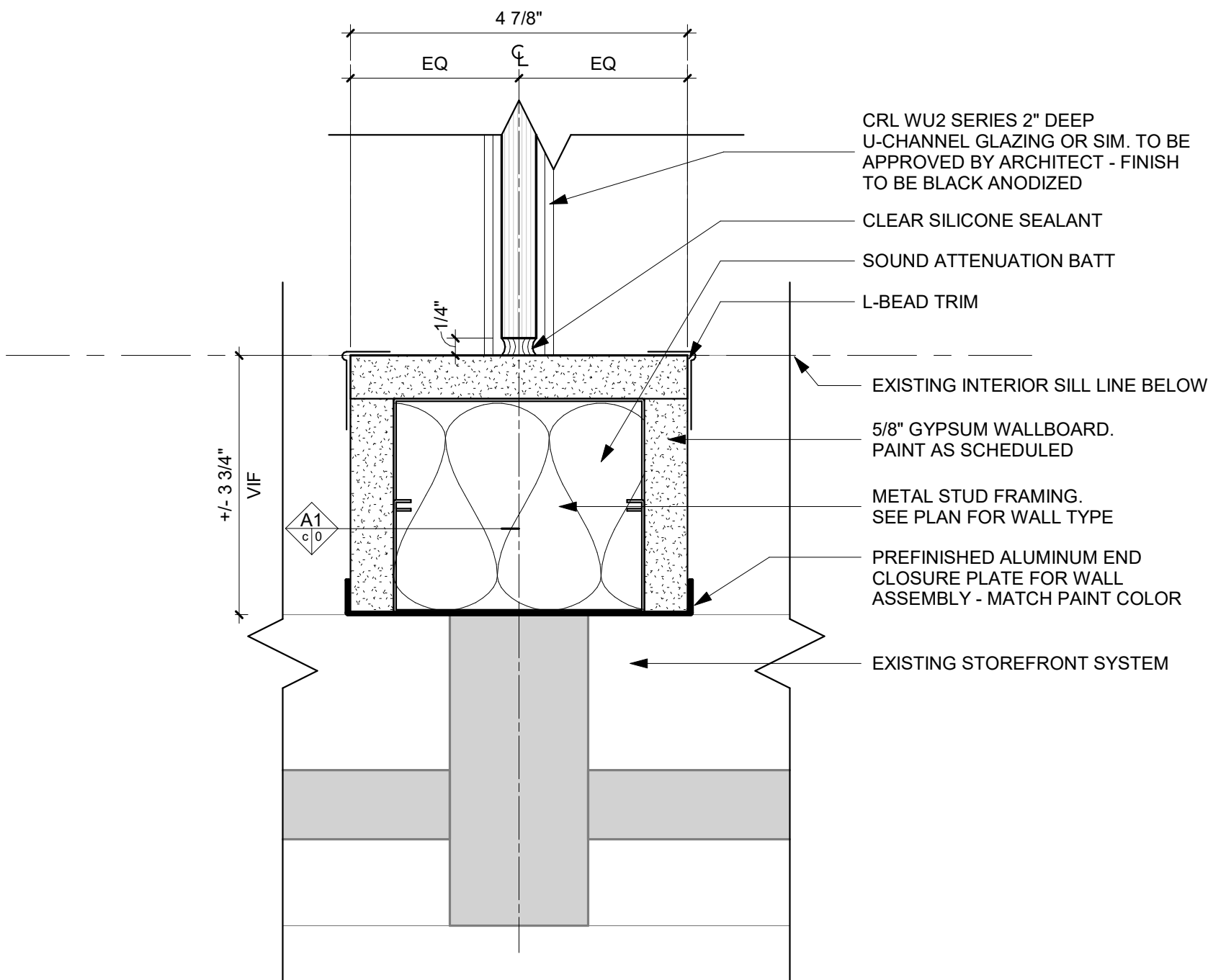
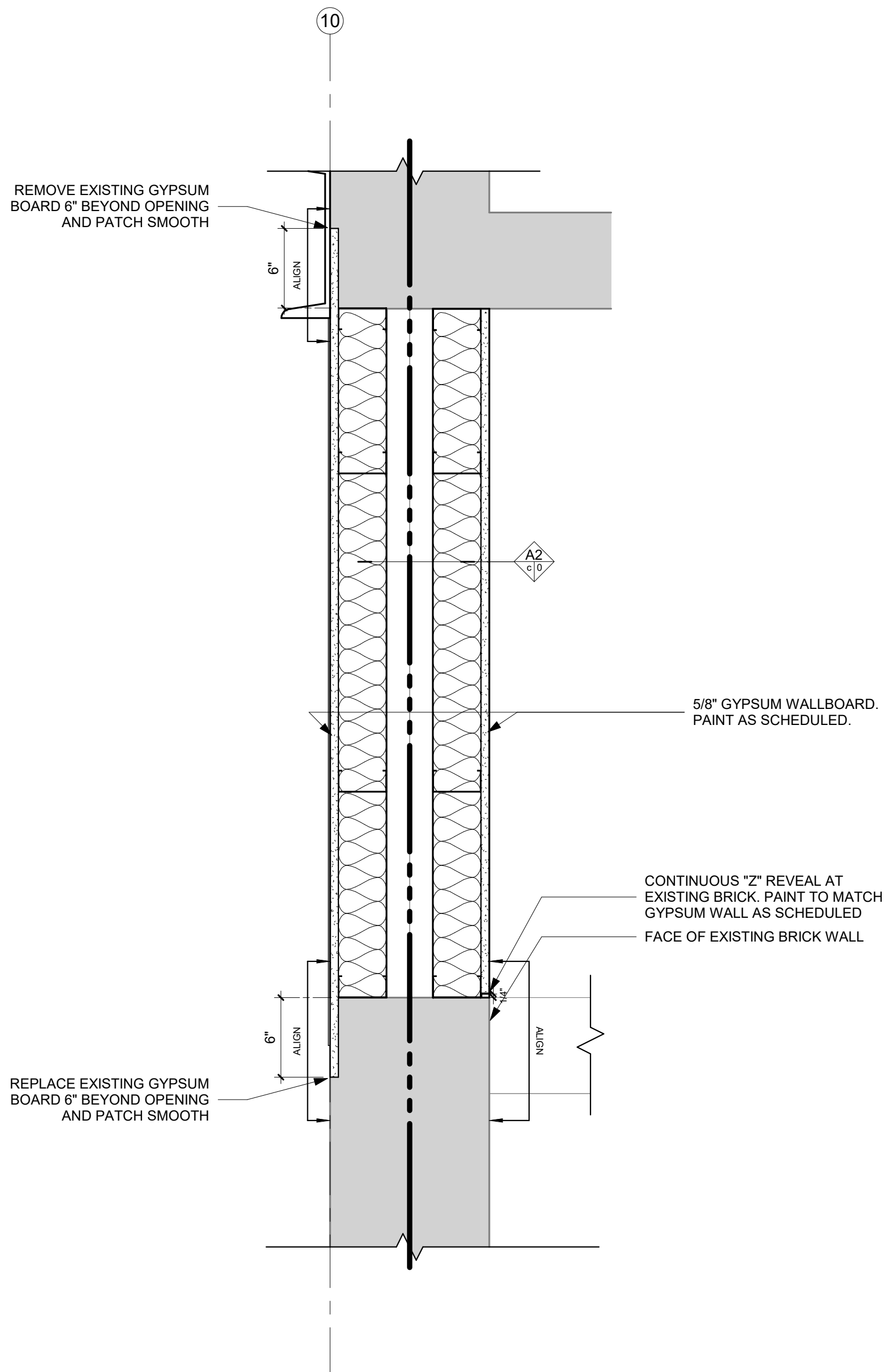
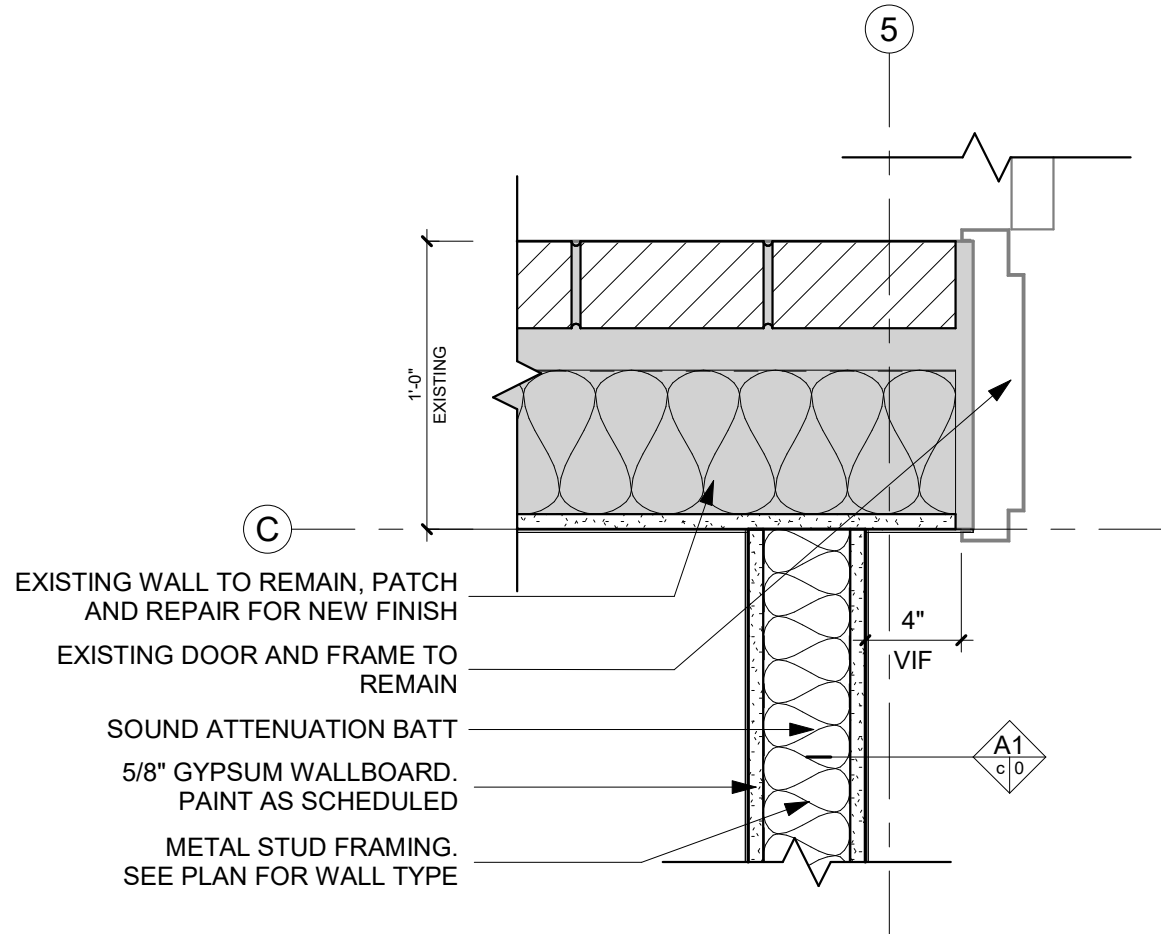
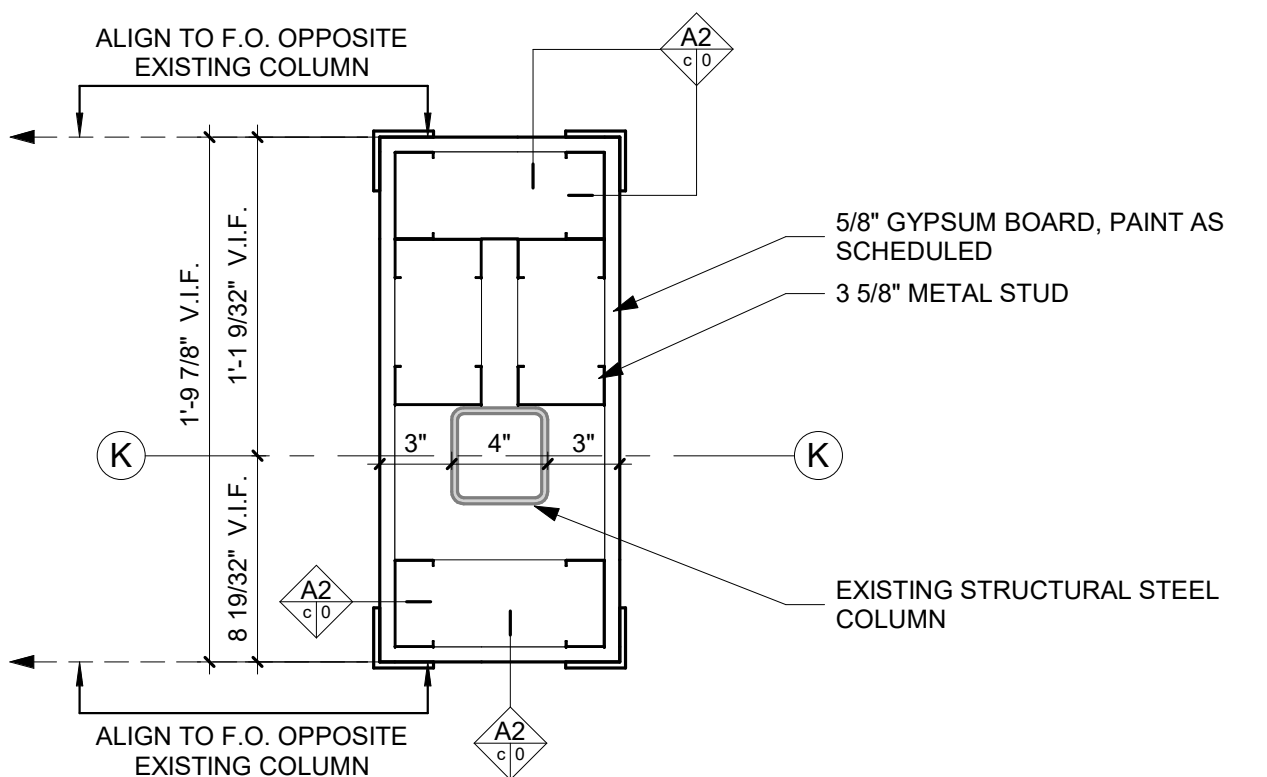
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Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024



G2 PLAND DETAIL AT GYPSUM TO BRICK WALL TRANSITION - TYPICAL
3" = 1'-0"





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Owner:
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

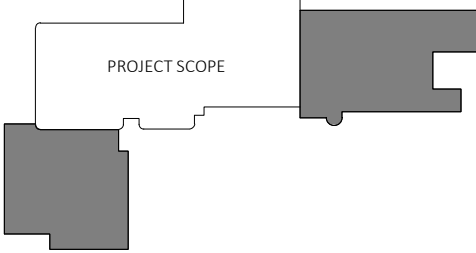
Project:
CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
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DCI GROUP, INC.
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Key Plan:



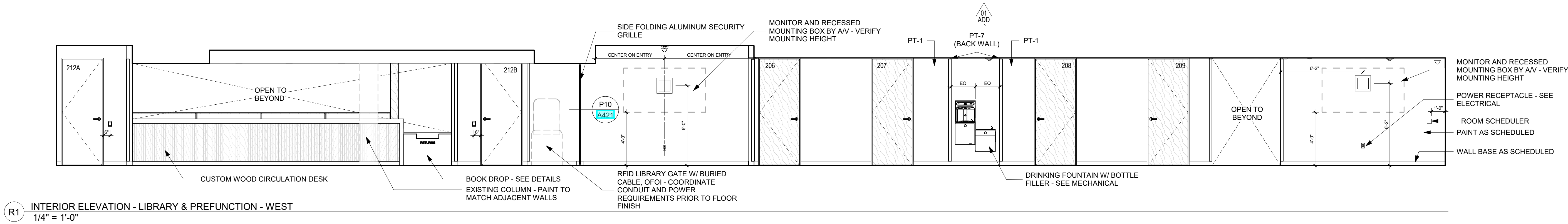
Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

OPN Project No:
24811000

Sheet Issue Date: **11/07/2024**
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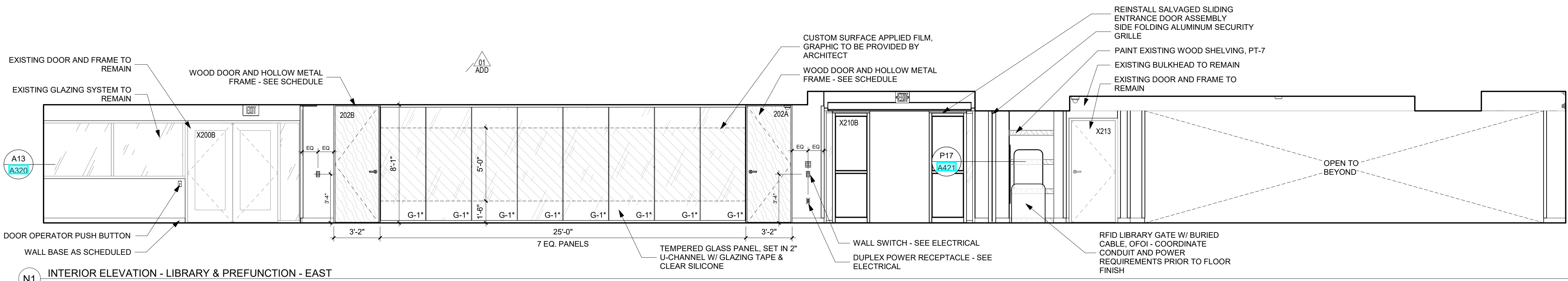
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Sheet Number:



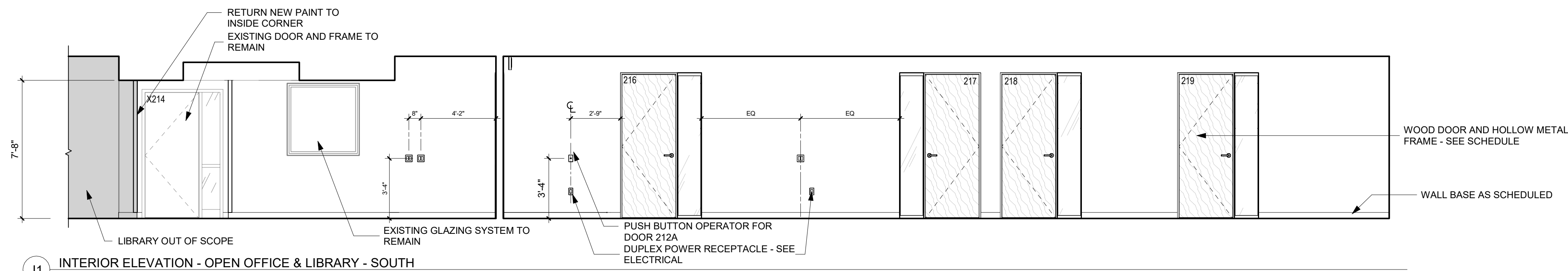
R1 INTERIOR ELEVATION - LIBRARY & PREFUNCTION - WEST

1/4" = 1'-0"



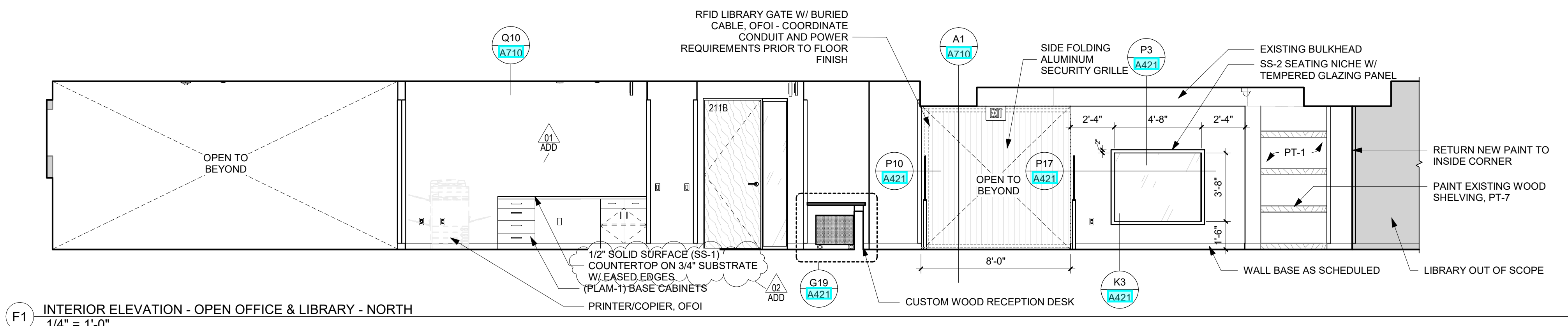
N1 INTERIOR ELEVATION - LIBRARY & PREFUNCTION - EAST

1/4" = 1'-0"



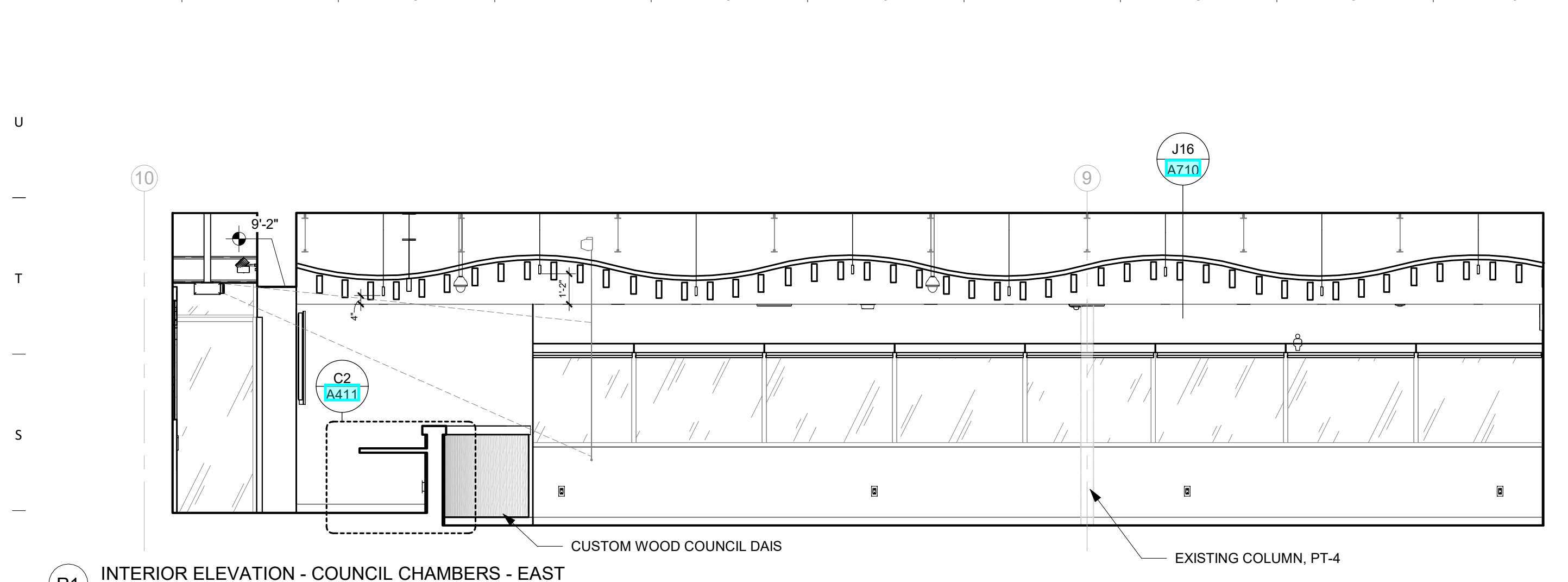
J1 INTERIOR ELEVATION - OPEN OFFICE & LIBRARY - SOUTH

1/4" = 1'-0"

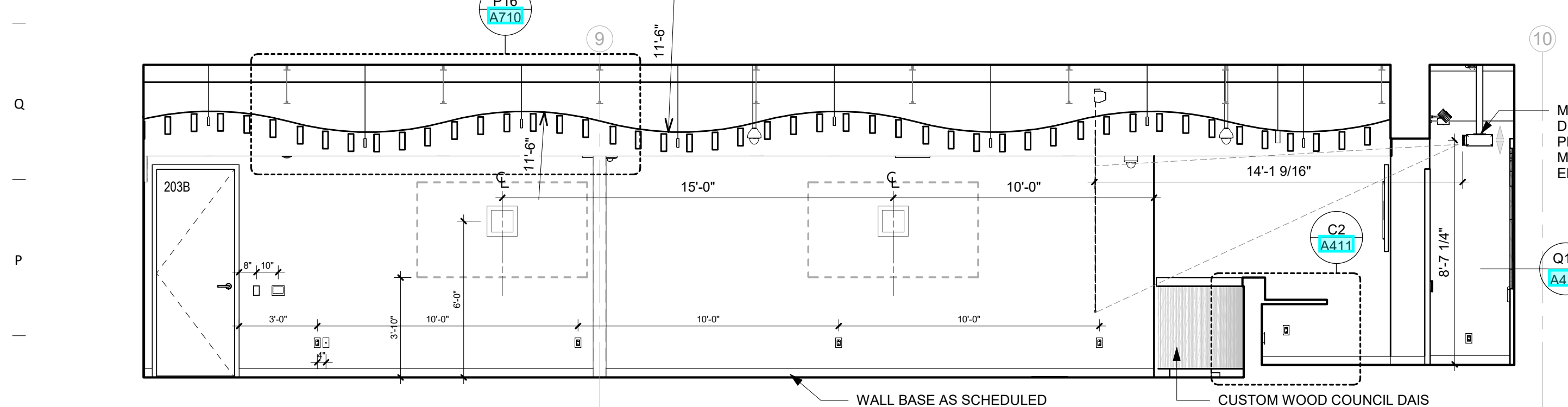


F1 INTERIOR ELEVATION - OPEN OFFICE & LIBRARY - NORTH

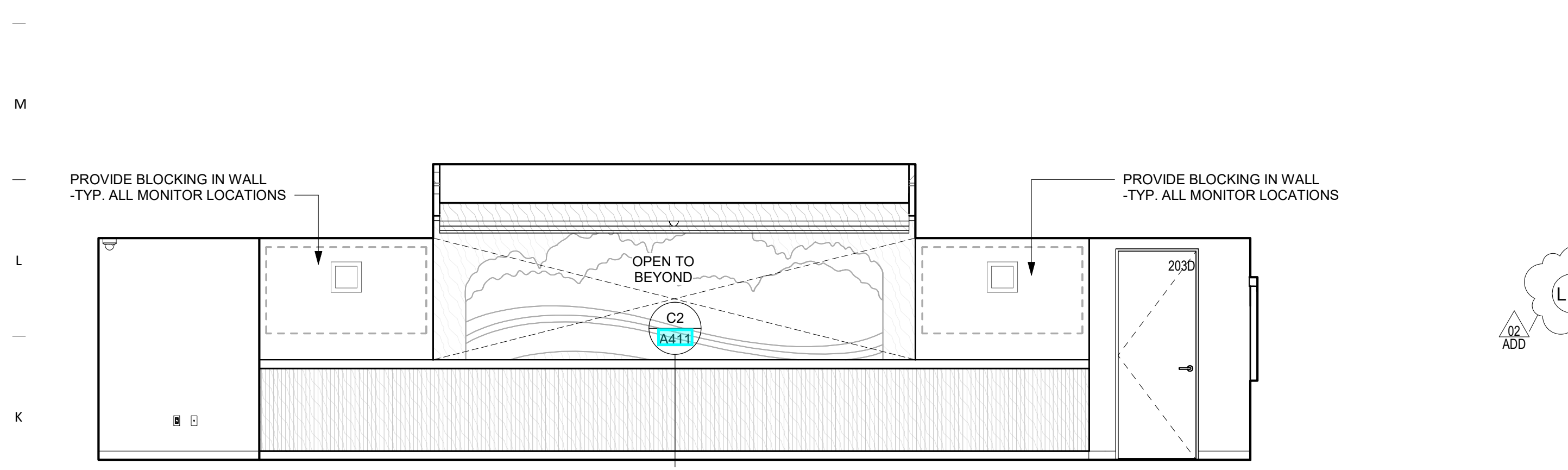
1/4" = 1'-0"



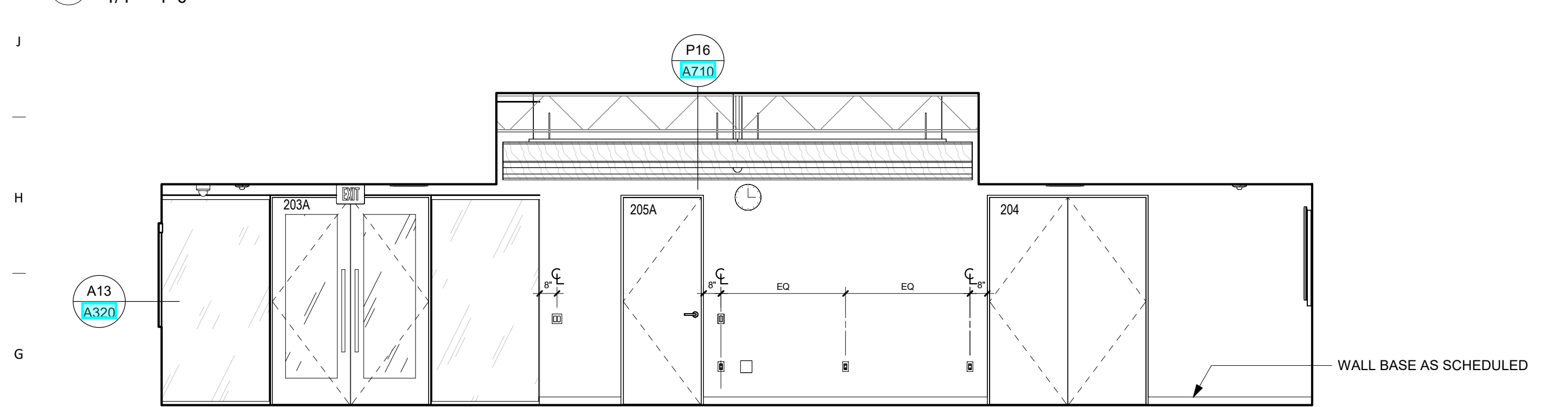
R1 INTERIOR ELEVATION - COUNCIL CHAMBERS - EAST
1/4" = 1'-0"



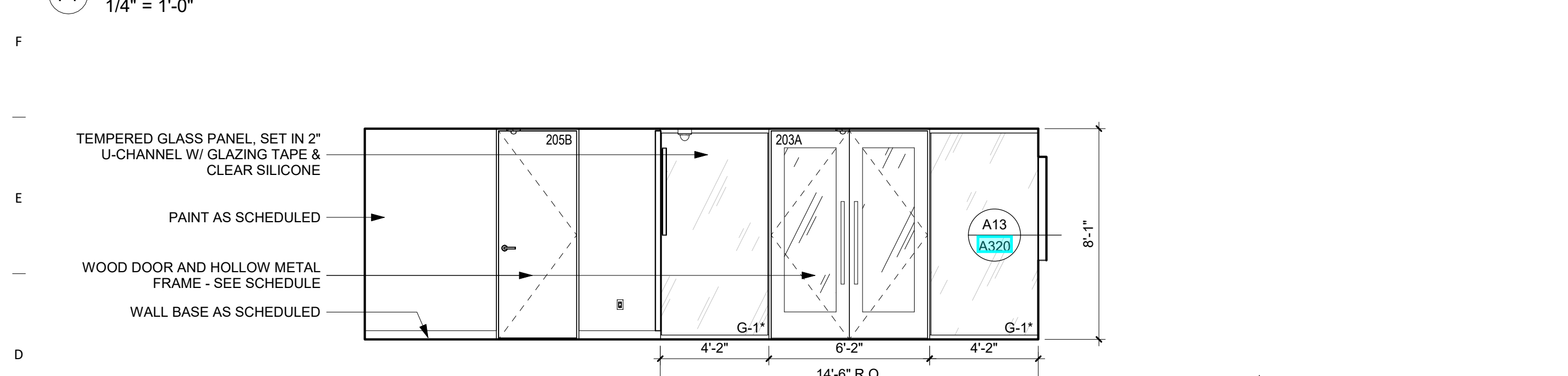
N1 INTERIOR ELEVATION - COUNCIL CHAMBERS - WEST
1/4" = 1'-0"



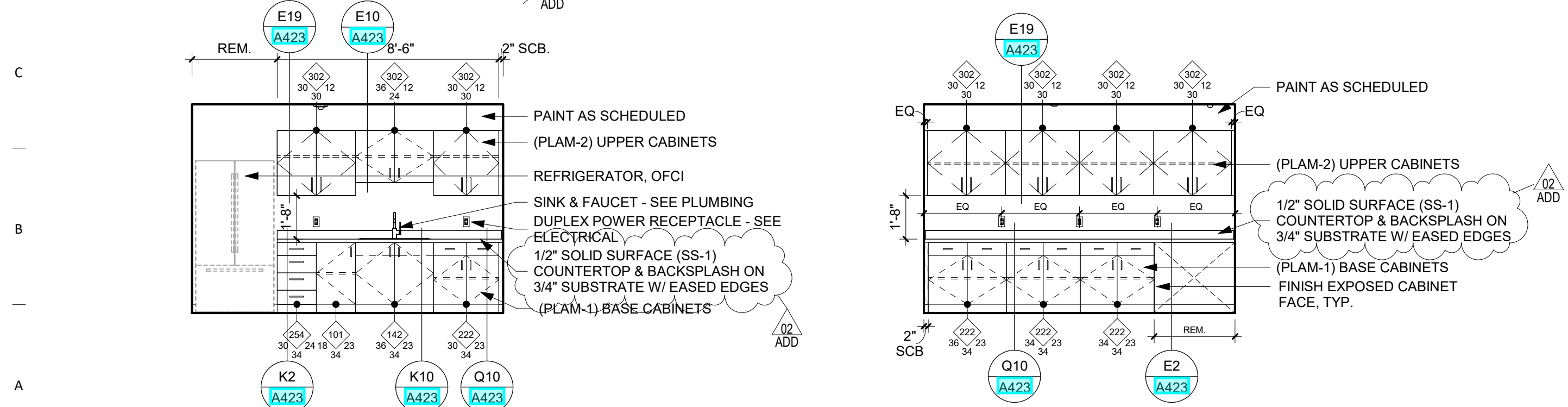
J1 INTERIOR ELEVATION - COUNCIL CHAMBERS - NORTH
1/4" = 1'-0"



F1 INTERIOR ELEVATION - COUNCIL CHAMBERS - SOUTH
1/4" = 1'-0"



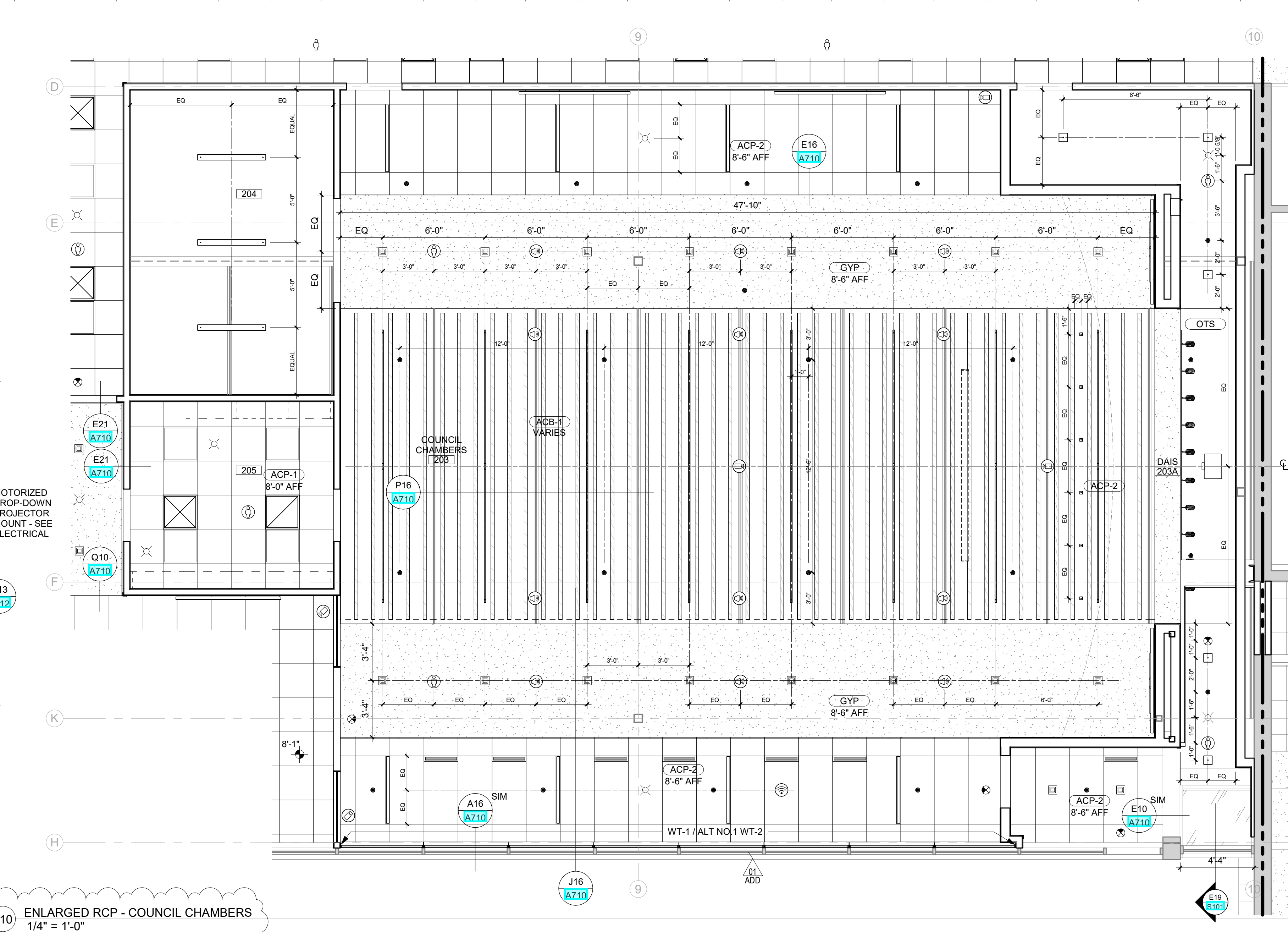
D1 INTERIOR ELEVATION - PREFUNCTION - NORTH
1/4" = 1'-0"



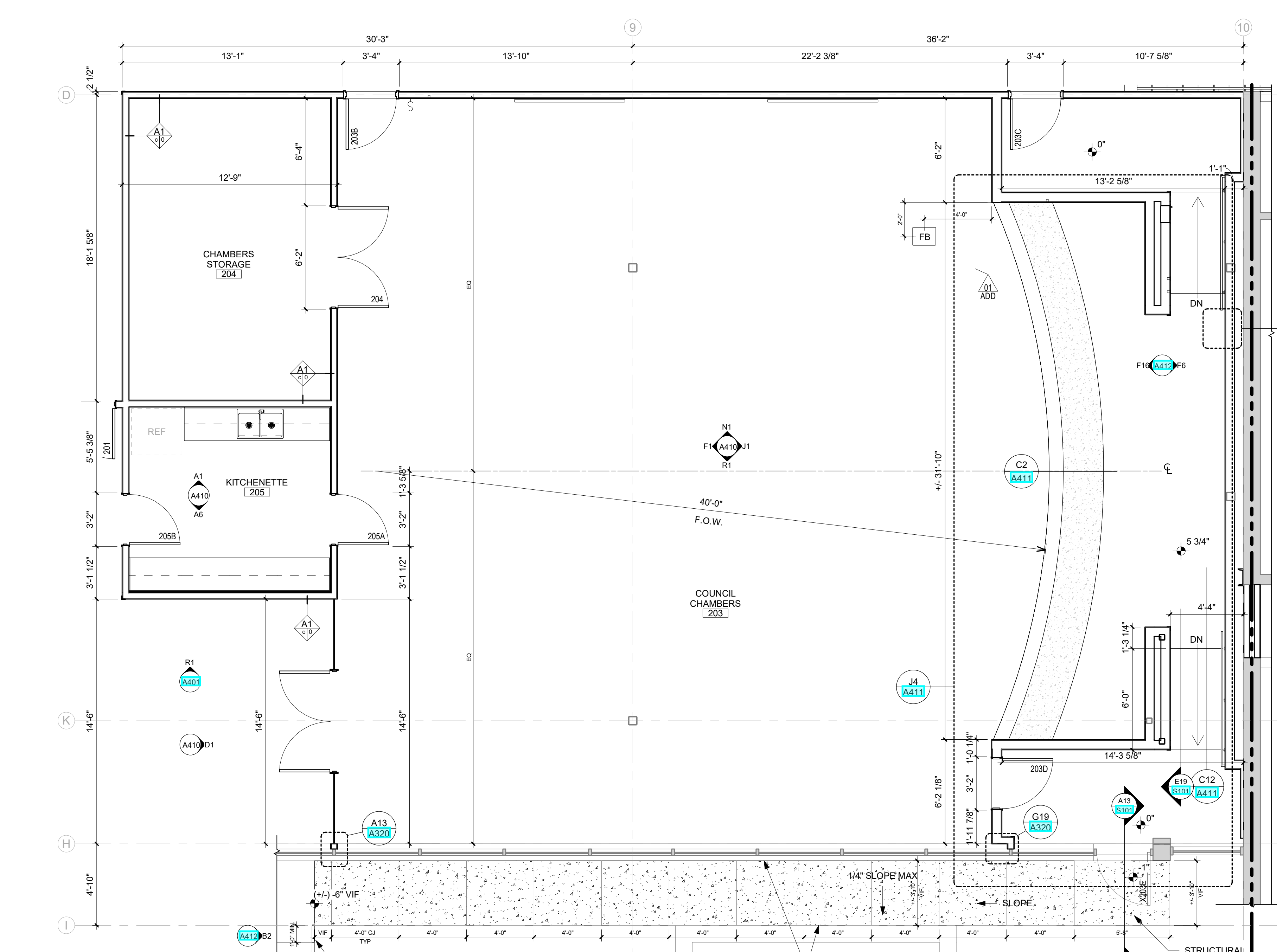
A1 INTERIOR ELEVATION - KITCHENETTE 205 - EAST
1/4" = 1'-0"



A6 INTERIOR ELEVATION - KITCHENETTE 205 - WEST
1/4" = 1'-0"



L10 ENLARGED RCP - COUNCIL CHAMBERS
1/4" = 1'-0"



A10 ENLARGED FLOOR PLAN - COUNCIL CHAMBERS
1/4" = 1'-0"



A10 ENLARGED FLOOR PLAN - COUNCIL CHAMBERS
1/4" = 1'-0"

- GENERAL NOTES**
- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
 - FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS - TYPICAL FOR ALL DRAWINGS.
 - IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
 - ALL PENETRATIONS IN FIRE RATED FLOORS AND WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
 - PATCH AND REPAIR EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION.
 - ALL WALLS A1,C,0 UNLESS OTHERWISE NOTED.
 - PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES - AS REQUIRED.

- GENERAL NOTES**
- CEILING ARE TYPE A AND INSTALLED TO MATCH EXISTING ELEVATION (8'-2") UNLESS NOTED OTHERWISE.
 - CEILING-MOUNTED FIXTURES, SPRINKLERS AND EQUIPMENT SHALL BE CENTERED IN CEILING PANELS OR GYPSUM BOARD SOFFITS AND EQUALLY SPACED UNLESS NOTED OTHERWISE.
 - CENTER CEILING GRID IN ROOMS AS SHOWN UNLESS NOTED OTHERWISE.
 - CONCEALED SPRINKLER HEAD COVERS SHALL BE PAINTED BY MANUFACTURER TO MATCH ADJACENT SOFFIT/ACP UNLESS NOTED OTHERWISE.
 - COORDINATE LOCATIONS OF EXIT LIGHTS AND EMERGENCY LIGHTS SHOWN ON ARCHITECTURAL DRAWINGS. IN THE EVENT OF A DISCREPANCY, VERIFY WITH ARCHITECT PRIOR TO INSTALLATION.
 - CEILING FIXTURE DIMENSIONS ARE TAKEN FROM CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
 - REFER TO ARCHITECTURAL DRAWINGS (ELEVATIONS & REFLECTED CEILING PLANS) FOR ALL MECHANICAL AND ELECTRICAL DEVICE AND FIXTURE LOCATIONS & MOUNTING HEIGHTS. IF NOT CLEARLY SPECIFIED, CONTACT ARCHITECT FOR FURTHER CLARIFICATION. MECHANICAL & ELECTRICAL DRAWINGS ARE FOR FIXTURE TYPE REFERENCE ONLY.
 - PAINT ALL EXPOSED STRUCTURE, DECK, DUCTWORK, CONDUIT, ETC. IN AREAS NOTED TO BE OPEN TO STRUCTURE UNLESS NOTED OTHERWISE. PAINTING OF EXPOSED STRUCTURE TO BE DONE AFTER ALL UTILITIES ARE INSTALLED.

- KEYNOTE LEGEND**
- 06 41 A3 (PLAM-2) UPPER CABINETS
 - 06 41 B1 (PLAM-1) BASE CABINETS
 - 06 61 B3 1/2" SOLID SURFACE (SS-1) COUNTERTOP & BACKSPLASH ON 3/4" SUBSTRATE W/ EASED EDGES
 - 08 14 A1 WOOD DOOR AND HOLLOW METAL FRAME - SEE SCHEDULE
 - 08 81 C5 TEMPERED GLASS PANEL, SET IN 2" U-CHANNEL W/ GLAZING TAPE & CLEAR SILICONE
 - 09 70 A1 WALL BASE AS SCHEDULED
 - 09 91 B1 PAINT AS SCHEDULED
 - 11 31 A1 REFRIGERATOR, OFCI
 - 22 42 C2 SINK & FAUCET - SEE PLUMBING
 - 26 05 A1 DUPLEX POWER RECEPTACLE - SEE ELECTRICAL

- CEILING LEGEND**
- DASHED LINE DENOTES LOCATIONS OF ACOUSTIC PARTITIONS TO RECEIVE ACOUSTICAL BATT INSULATION AND SOUND SEALANT AT PERIMETER AND PENETRATIONS. REFER TO FLOOR PLANS FOR WALL TYPES.
 - ACCESS PANEL
 - RECTANGULAR FIXTURE
 - LINEAR FIXTURE
 - DOWN LIGHTS
 - DOWN LIGHT PENDANTS
 - UTILITY LIGHTS
 - CEILING & WALL MOUNT EXIT SIGNS
 - HVAC SUPPLY DIFFUSER
 - HVAC RETURN DIFFUSER
 - HVAC EXHAUST DIFFUSER
 - HVAC SLOT DIFFUSER
 - HVAC ROUND DIFFUSER
 - PROJECTOR
 - PROJECTOR SCREEN
 - OCCUPANCY SENSOR
 - SPEAKER
 - MICROPHONE
 - WIRELESS ACCESS POINT
 - CEILING & WALL MOUNT CLOCK
 - SMOKE DETECTOR
 - CEILING & WALL MOUNT CAMERA
 - DATA & POWER
 - SPRINKLER

OPN ARCHITECTS

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CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project:
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WEST DES MOINES, IA 50265
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CPM Project No:
24811000

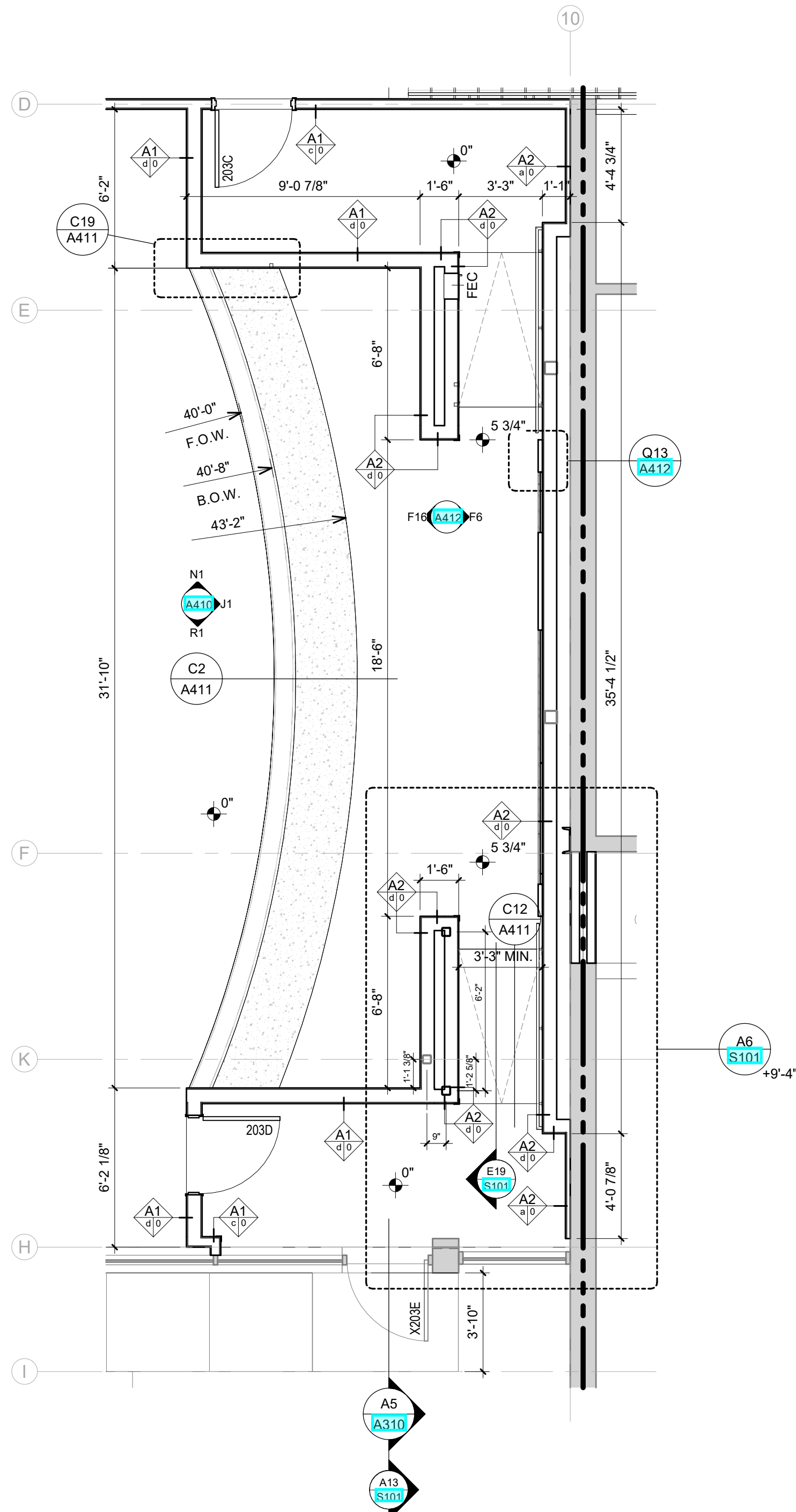
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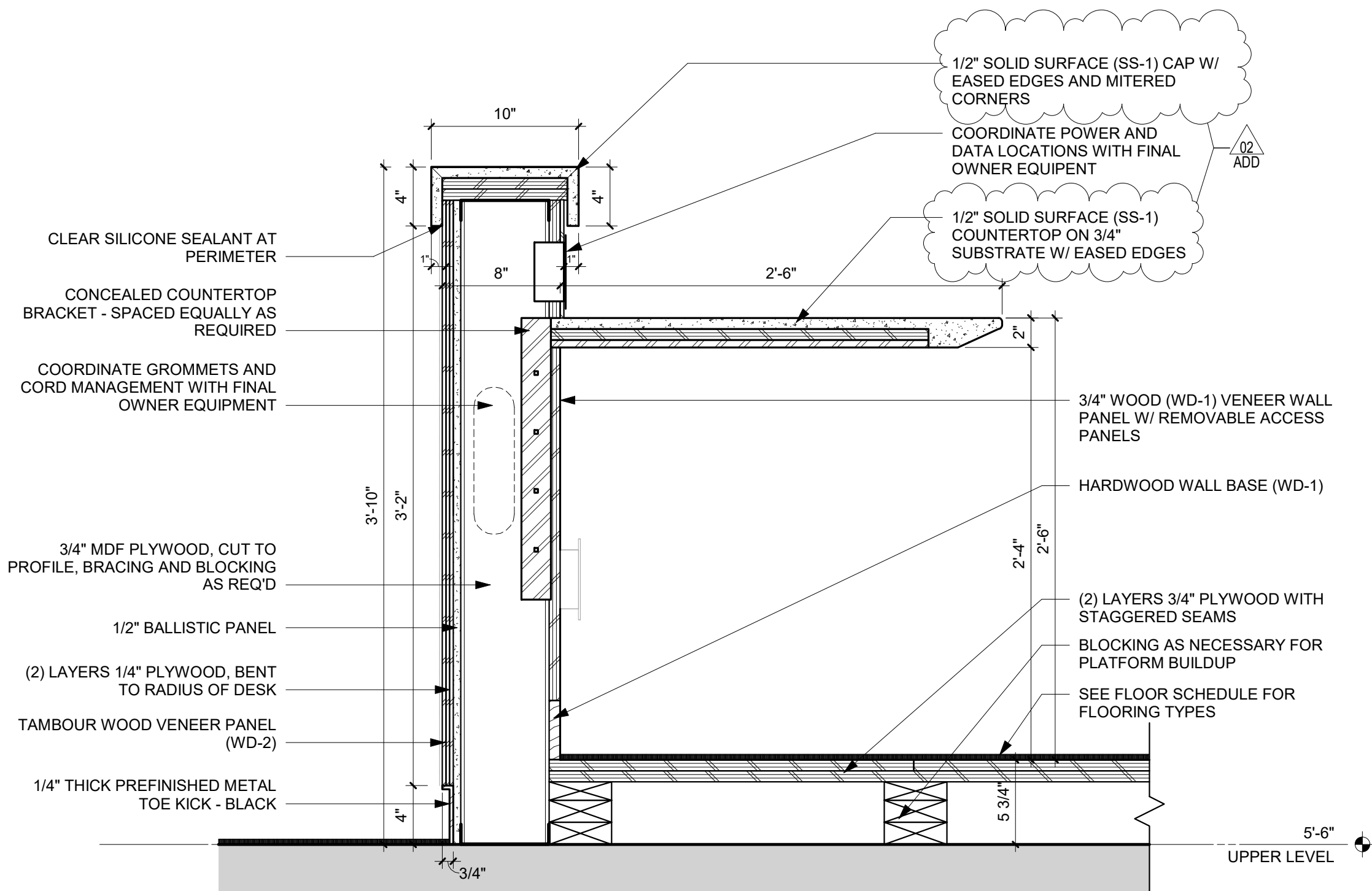
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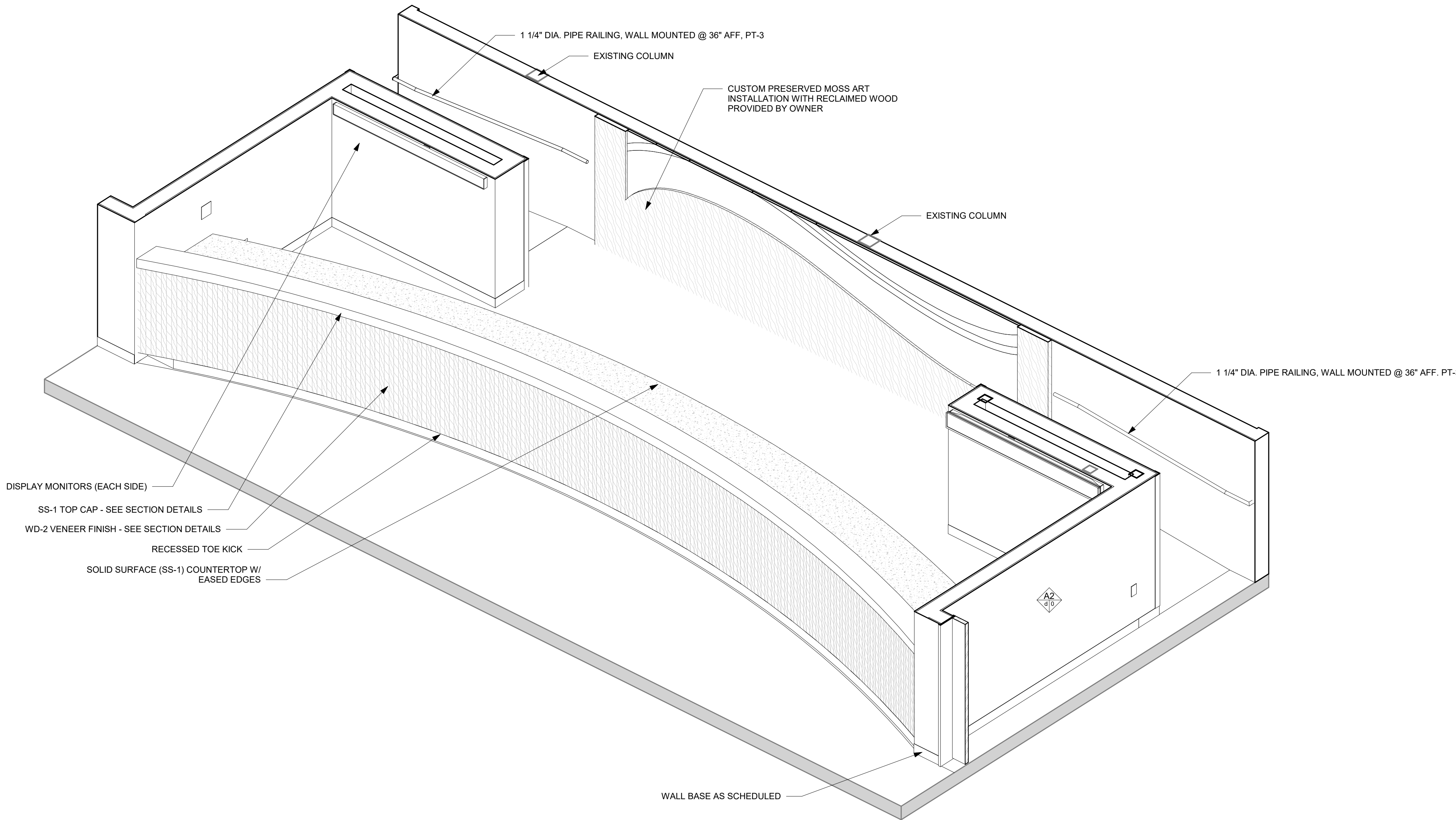
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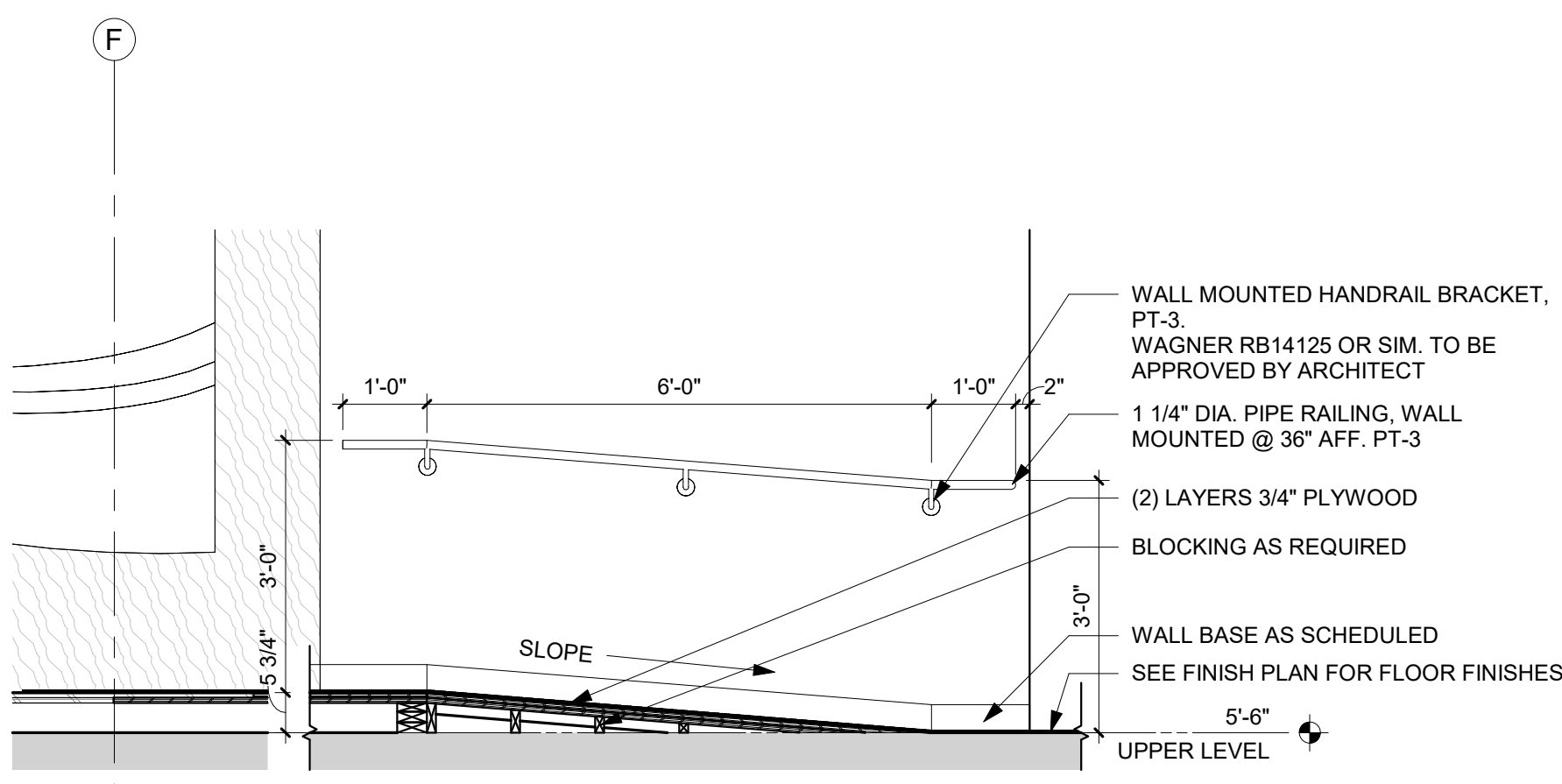
J4 ENLARGED FLOOR PLAN - COUNCIL DAIS
1/4" = 1'-0"



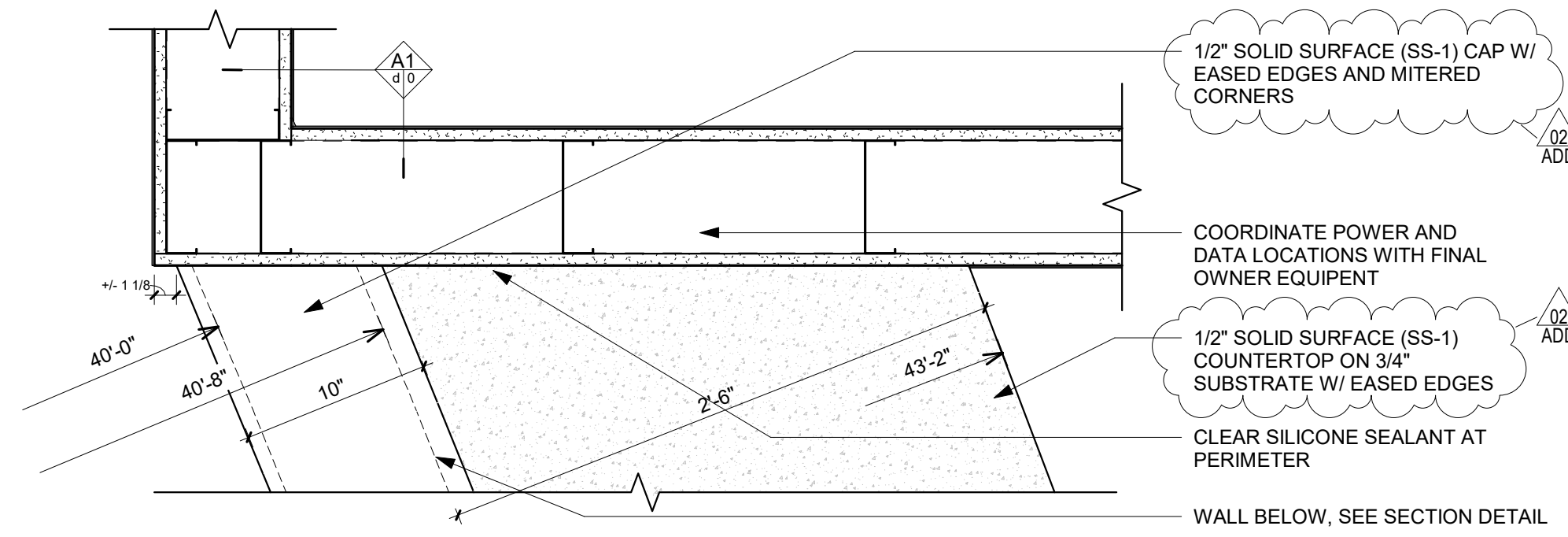
C2 SECTION DETAIL - COUNCIL DESK
1 1/2" = 1'-0"



J11 AXONOMETRIC VIEW - COUNCIL DAIS

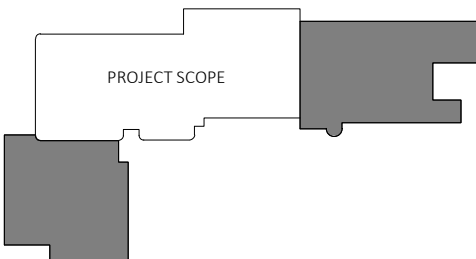


C12 SECTION DETAIL - TYP. COUNCIL RAMP
1/2" = 1'-0"



C19 PLAN DETAIL - COUNCIL DAIS JAMB
1 1/2" = 1'-0"

Key Plan



Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

OPN Project No.
24811000

Sheet Issue Date
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11/07/2024

Sheet Name
MILLWORK DETAILS - COUNCIL DAIS

Sheet Number

GENERAL NOTES

- DIMENSIONS ARE MEASURED FACE-OF-FINISH TO FACE-OF-FINISH OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
- FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS - TYPICAL FOR ALL DRAWINGS.
- IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
- ALL PENETRATIONS IN FIRE RATED FLOORS AND WALLS MUST BE SEALED WITH APPROPRIATE FIRESTOPPING SYSTEM.
- PATCH AND REPAIR EXISTING FLOOR SLABS AND WALL SURFACES DAMAGED FROM DEMOLITION.
- ALL WALLS A1,C.O UNLESS OTHERWISE NOTED.
- PROVIDE FIRE TREATED WOOD BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES - AS REQUIRED.

KEYNOTE LEGEND

- 02 08 A1 EXISTING GLAZING SYSTEM TO REMAIN
- 06 41 A3 (PLAM-2) UPPER CABINETS
- 06 41 AA8 WOOD (WD-1) VENEER WALL PANELS
- 06 41 AC2 CUSTOM WOOD RECEPTION DESK
- 06 41 B1 (PLAM-1) BASE CABINETS
- 06 41 CC2 CONCEALED MOUNT FLAT BRACKET, EQUALLY SPACED AS REQUIRED - PATCH AND REPAIR WALL AS NEEDED
- 06 61 B2 1/2" SOLID SURFACE (SS-1) COUNTERTOP ON 3/4" SUBSTRATE W/ EASED EDGES
- 06 61 B3 1/2" SOLID SURFACE (SS-1) COUNTERTOP & BACKSPLASH ON 3/4" SUBSTRATE W/ EASED EDGES
- 06 61 C7 1/2" SOLID SURFACE (SS-1) CAP W/ EASED EDGES AND MITERED CORNERS
- 06 61 C9 1/2" SOLID SURFACE (SS-1) COUNTERTOP W/ BACKSPLASH ON 3/4" SUBSTRATE MOUNTED WITH WALL BRACKETS
- 09 70 A1 WALL BASE AS SCHEDULED
- 09 91 B1 PAINT AS SCHEDULED
- 11 15 A1 RFID LIBRARY GATE W/ BURIED CABLE, OFCI - COORDINATE CONDUIT AND POWER REQUIREMENTS PRIOR TO FLOOR FINISH
- 11 21 B PRINTER/COPIER, OFCI
- 11 31 A1 REFRIGERATOR, OFCI
- 11 31 A2 UNDERCOUNTER REFRIGERATOR, OFCI
- 11 31 D1 UNDERCOUNTER DISHWASHER, OFCI
- 22 42 C2 SINK & FAUCET - SEE PLUMBING
- 22 42 F1 24"x36" FRAMELESS MIRROR
- 22 42 F2 SURFACE MOUNTED PAPER TOWEL DISPENSER, OFCI
- 27 40 A1 MONITOR AND RECESSED MOUNTING BOX BY AV - VERIFY MOUNTING HEIGHT

CEILING LEGEND

- DASHED LINE DENOTES LOCATIONS OF ACOUSTIC PARTITIONS TO RECEIVE ACOUSTICAL BATT INSULATION AND SOUND SEALANT AT PERIMETER AND PENETRATIONS. REFER TO FLOOR PLANS FOR WALL TYPES.

- ACCESS PANEL
- RECTANGULAR FIXTURE
- LINEAR FIXTURE
- DOWN LIGHTS
- DOWN LIGHT PENDANTS
- UTILITY LIGHTS
- CEILING & WALL MOUNT EXIT SIGNS
- HVAC SUPPLY DIFFUSER
- HVAC RETURN DIFFUSER
- HVAC EXHAUST DIFFUSER
- HVAC SLOT DIFFUSER
- HVAC ROUND DIFFUSER
- PROJECTOR
- PROJECTOR SCREEN
- OCCUPANCY SENSOR
- SPEAKER
- MICROPHONE
- WIRELESS ACCESS POINT
- CEILING & WALL MOUNT CLOCK
- SMOKE DETECTOR
- CEILING & WALL MOUNT CAMERA
- DATA & POWER
- SPRINKLER

S3 INTERIOR ELEVATION - LEISURE SERVICES WORKSPACE - NORTH
1/4" = 1'-0"

S7 INTERIOR ELEVATION - LEISURE SERVICES WORKSPACE - EAST
1/4" = 1'-0"

S17 INTERIOR ELEVATION - CIRCULATION 215 - WEST
1/4" = 1'-0"

P9 INTERIOR ELEVATION - CIRCULATION 215 - EAST
1/4" = 1'-0"

P16 INTERIOR ELEVATION - SMALL MEETING SOUTH
1/4" = 1'-0"

P20 INTERIOR ELEVATION - SMALL MEETING EAST
1/4" = 1'-0"

GENERAL NOTES

- CEILINGS ARE TYPE A AND INSTALLED TO MATCH EXISTING ELEVATION (8'-2") UNLESS NOTED OTHERWISE.
- CEILING-MOUNTED FIXTURES, SPRINKLERS AND EQUIPMENT SHALL BE CENTERED IN CEILING PANELS OR GYPSUM BOARD SOFFITS AND EQUALLY SPACED UNLESS NOTED OTHERWISE.
- CENTER CEILING GRID IN ROOMS AS SHOWN UNLESS NOTED OTHERWISE.
- CONCEALED SPRINKLER HEAD COVERS SHALL BE PAINTED BY MANUFACTURER TO MATCH ADJACENT SOFFIT/ACP UNLESS NOTED OTHERWISE.
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- PAINT ALL EXPOSED STRUCTURE, DECK, DUCTWORK, CONDUIT, ETC. IN AREAS NOTED TO BE OPEN TO STRUCTURE UNLESS NOTED OTHERWISE. PAINTING OF EXPOSED STRUCTURE TO BE DONE AFTER ALL UTILITIES ARE INSTALLED.

F4 ENLARGED RCP - LEISURE SERVICES
1/4" = 1'-0"

F14 ENLARGED FLOOR PLAN - LEISURE SERVICES
1/4" = 1'-0"

C2 INTERIOR ELEVATION - BREAK ROOM - SOUTH
1/4" = 1'-0"

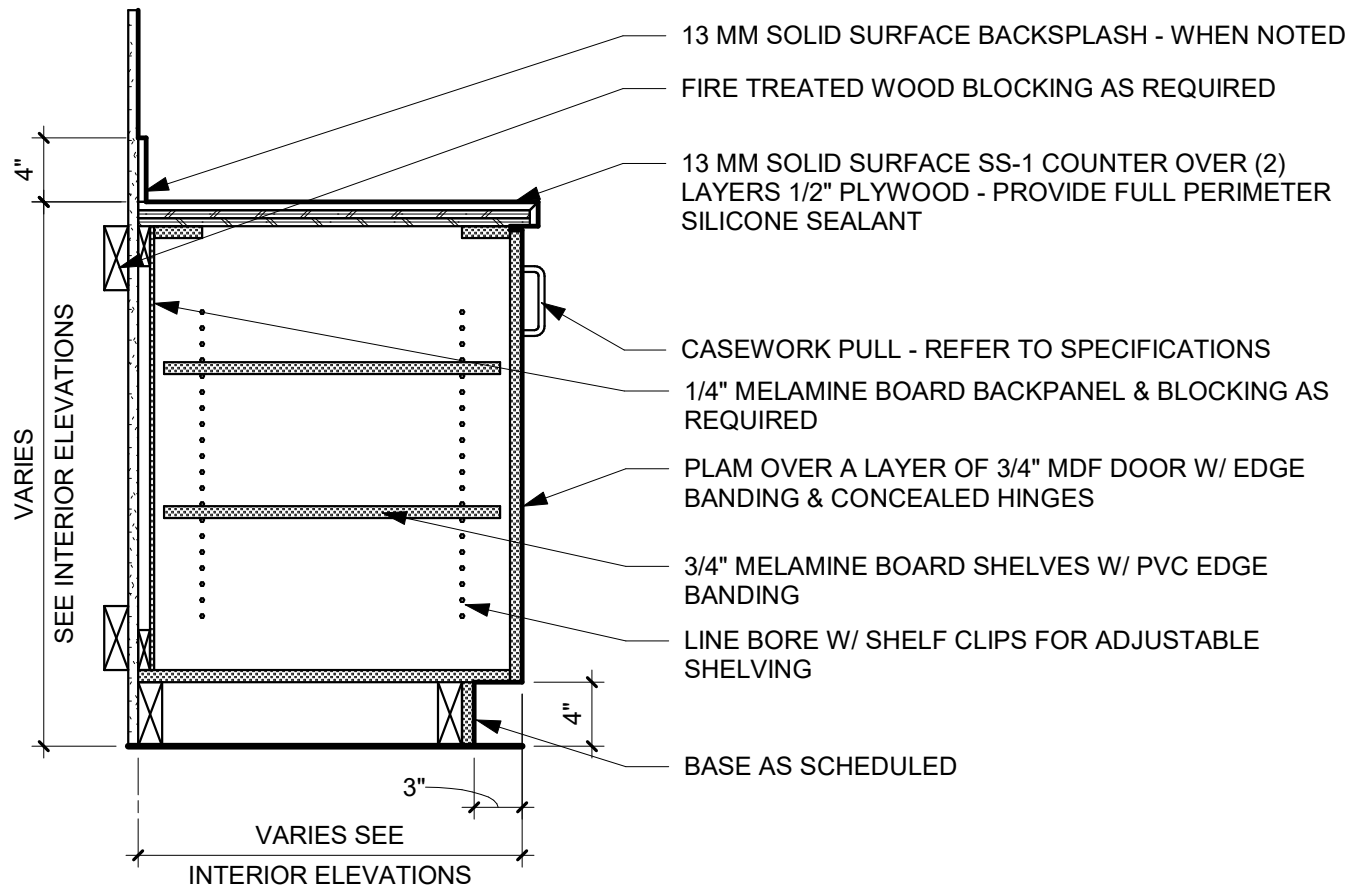
A1 INTERIOR ELEVATION - BREAK ROOM - WEST
1/4" = 1'-0"

A6 INTERIOR ELEVATION - WELLNESS - WEST
1/4" = 1'-0"

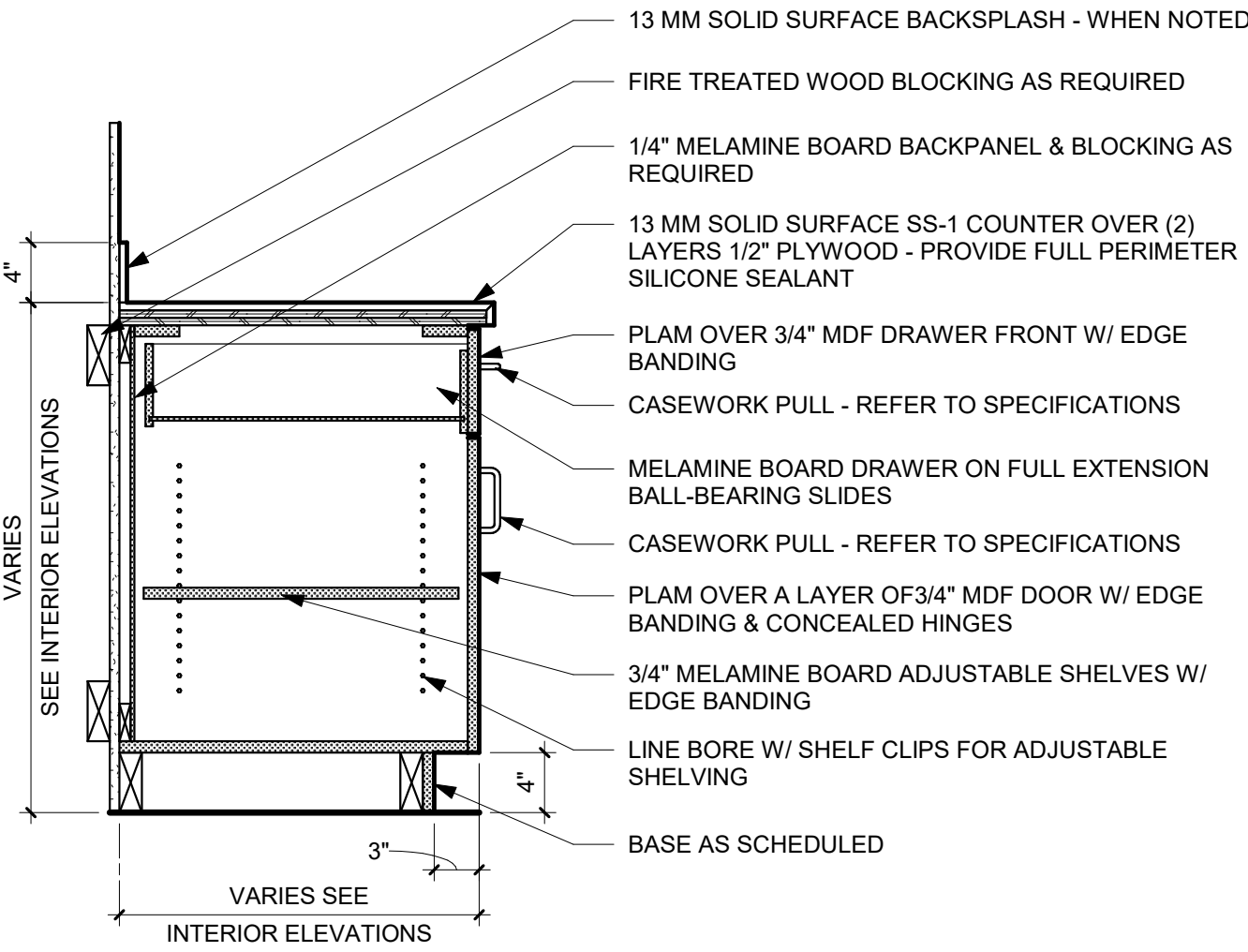
A9 ENLARGED RCP - BREAK ROOM / WELLNESS
1/4" = 1'-0"

A17 ENLARGED FLOOR PLAN - BREAK ROOM / WELLNESS
1/4" = 1'-0"

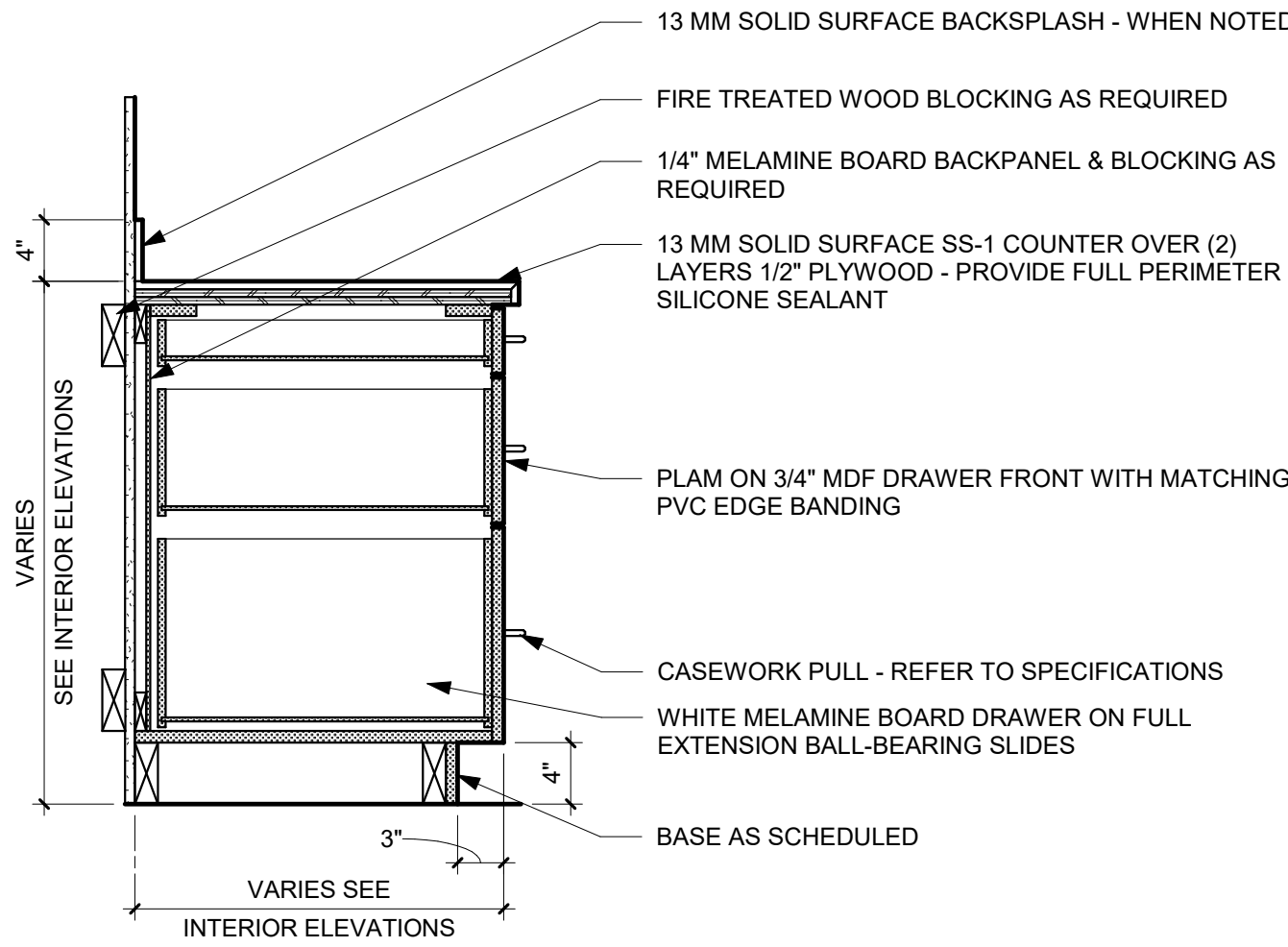




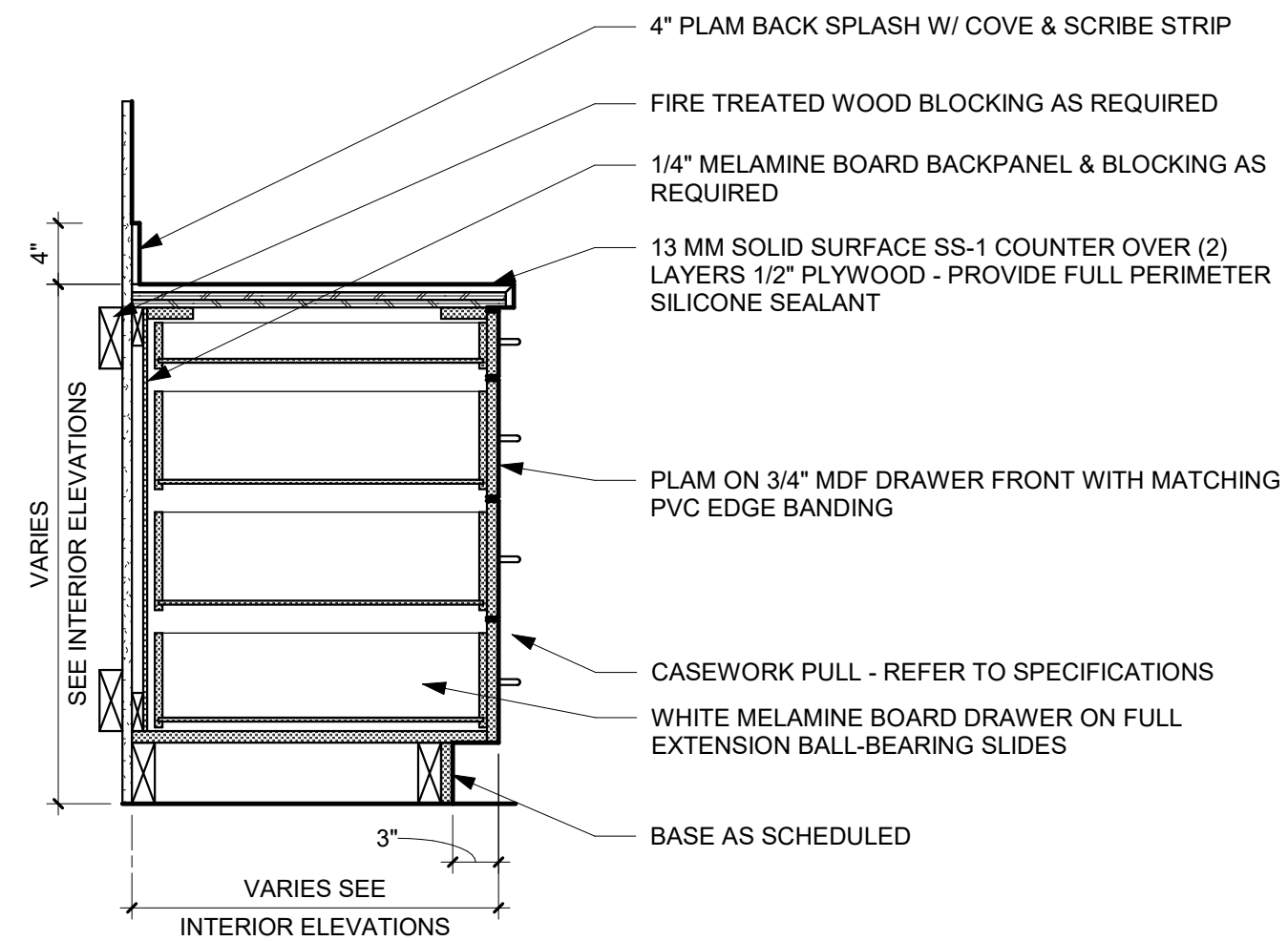
Q2 SOLID SURFACE - 1 DOOR
1" = 1'-0"



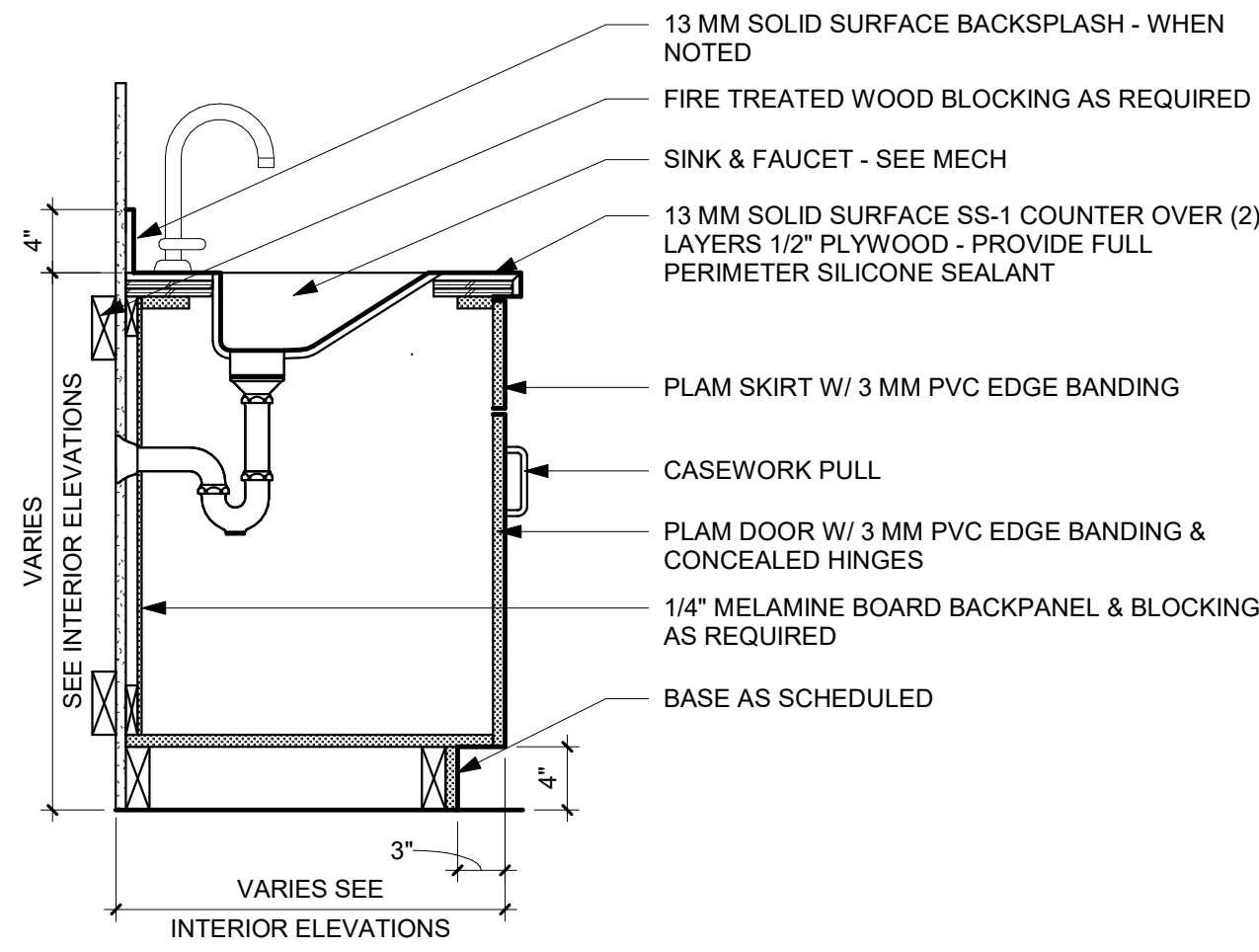
Q10 SOLID SURFACE - 1 DRAWER, 1 DOOR
1" = 1'-0"



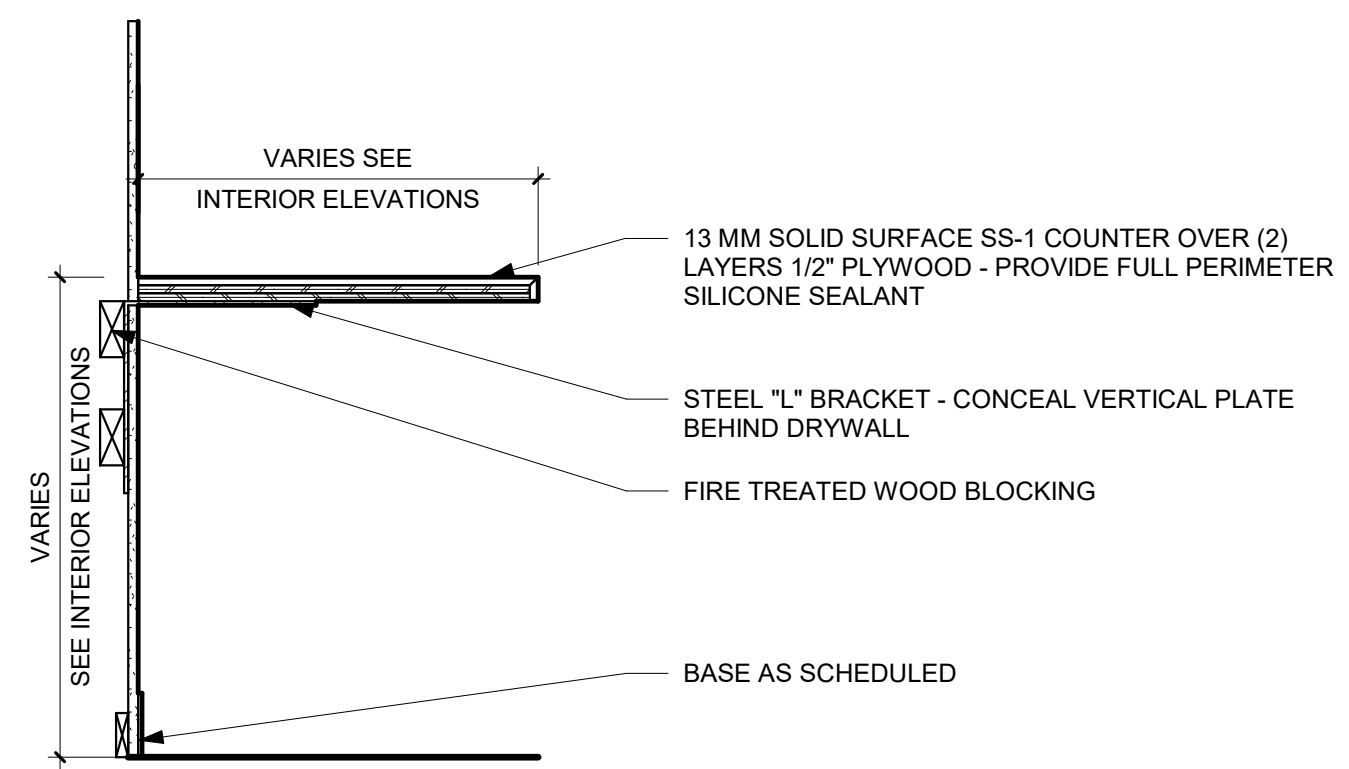
Q19 SOLID SURFACE - 3 DRAWER
1" = 1'-0"



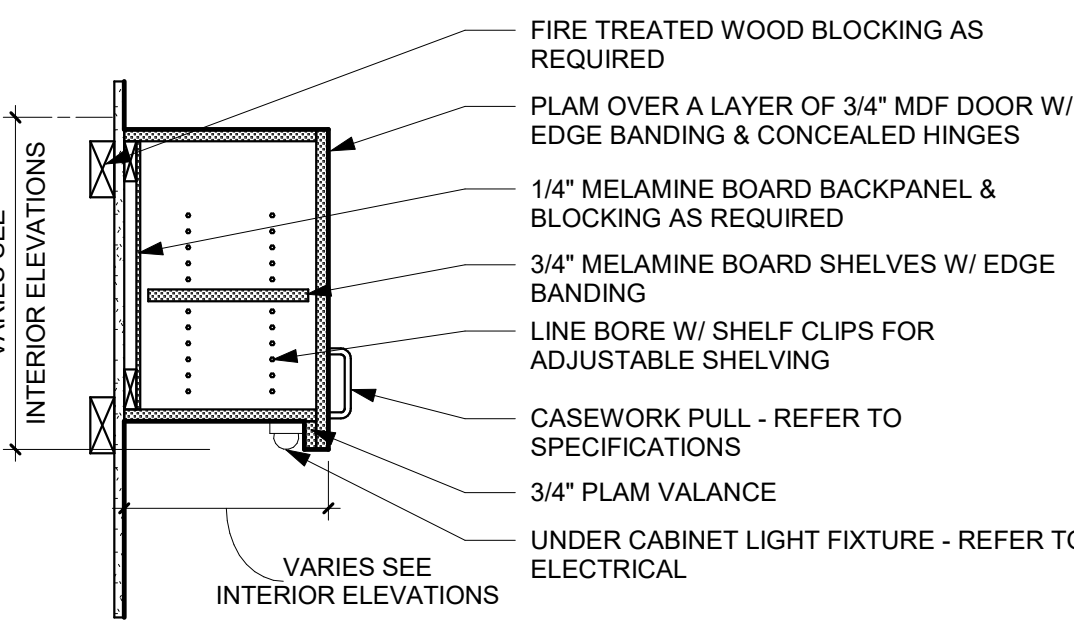
K2 SOLID SURFACE - 4 DRAWER
1" = 1'-0"



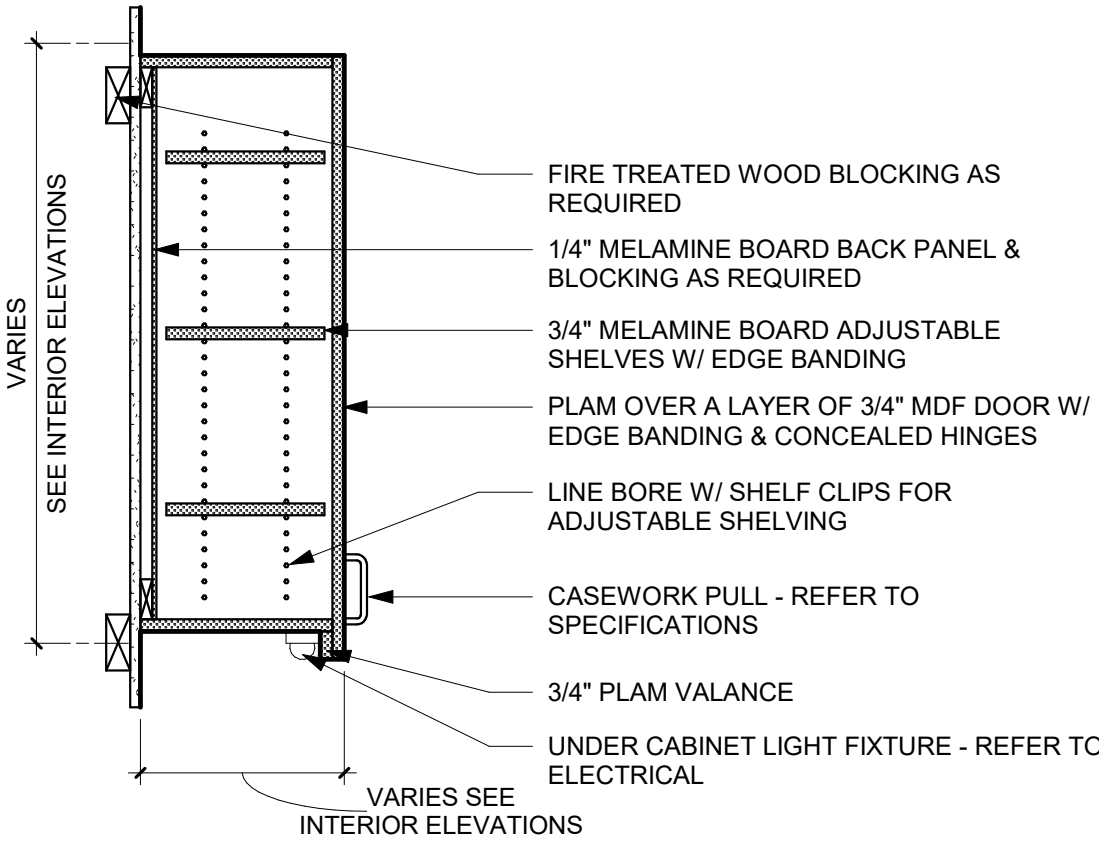
K10 SOLID SURFACE - SINK W/ FALSE DRAWER, 1 DOOR
1" = 1'-0"



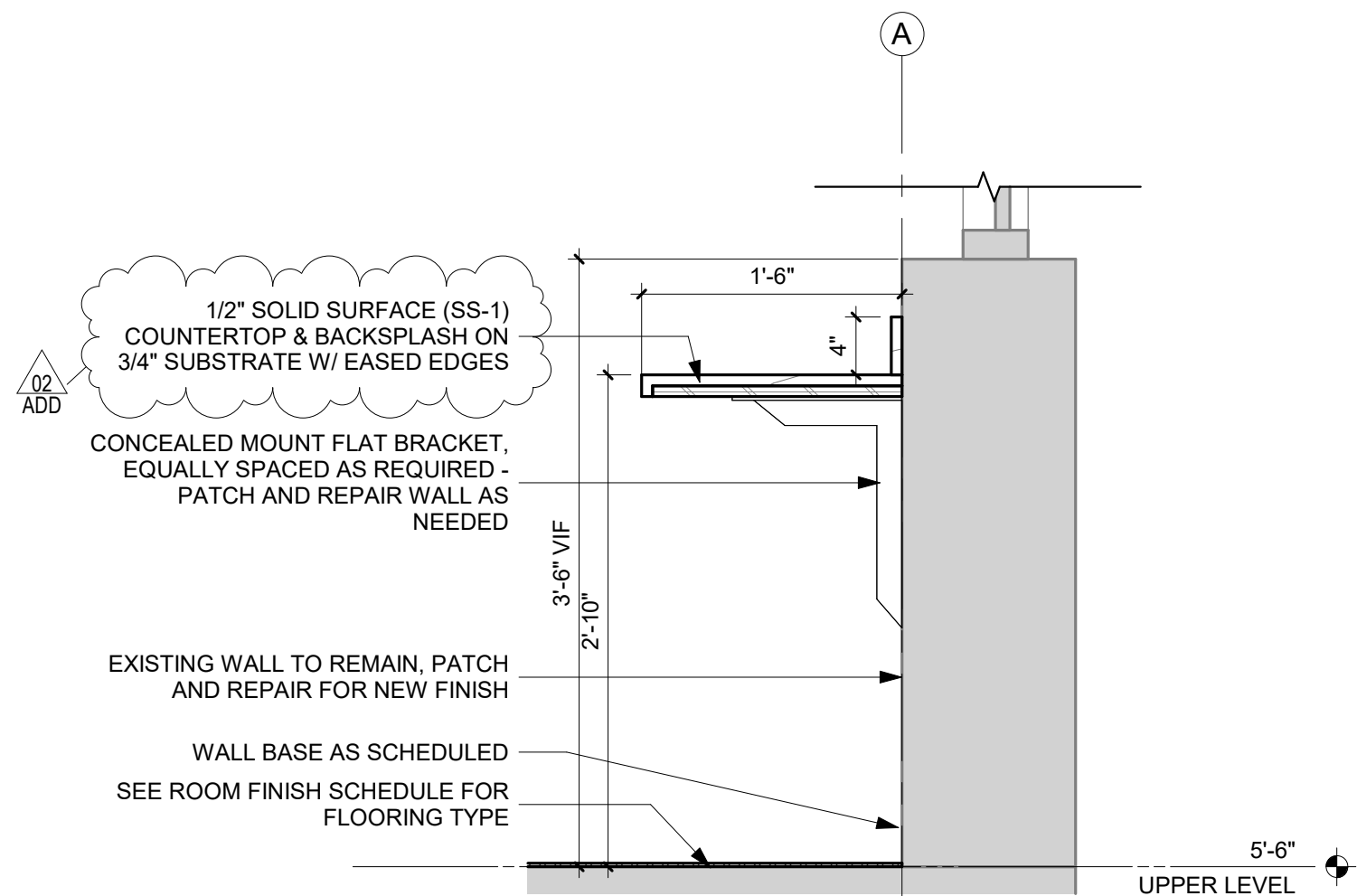
E2 SOLID SURFACE - COUNTERTOP
1" = 1'-0"



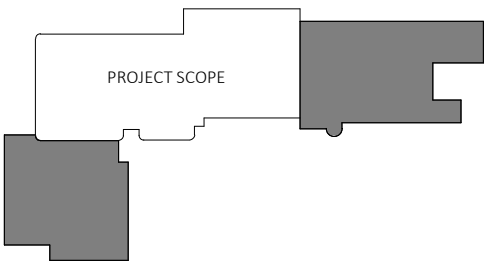
E10 SHORT UPPER CABINETS
1" = 1'-0"



E19 TYPICAL UPPER CABINETS
1" = 1'-0"



A19 SECTION DETAIL - WINDOW COUNTER @ BREAK
1" = 1'-0"



Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

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INTERIOR PERSPECTIVE - LEISURE SERVICES RECEPTION

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.



INTERIOR PERSPECTIVE - LEISURE SERVICES RECEPTION

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.



INTERIOR PERSPECTIVE - COUNCIL CHAMBERS

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.



INTERIOR PERSPECTIVE - PREFUNCTION

NOTE: INTERIOR RENDERINGS CREATED FOR OWNER APPROVAL ONLY. FINISHED CONSTRUCTION APPEARANCE IS SUBJECT TO CHANGE.

Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

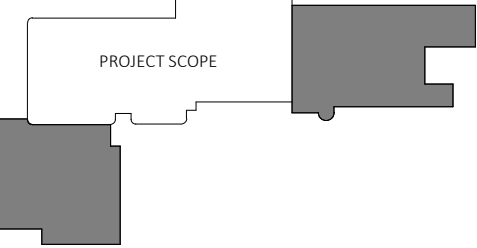
Project
CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent
DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

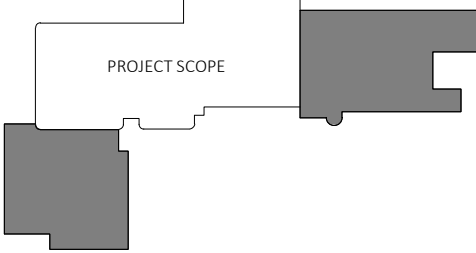
Mechanical Engineer
KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer
KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:



Revision Description Date



Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

GENERAL NOTES

- CEILING ARE TYPE A AND INSTALLED TO MATCH EXISTING ELEVATION (8'-2") UNLESS NOTED OTHERWISE
- CEILING-MOUNTED FIXTURES, SPRINKLERS AND EQUIPMENT SHALL BE CENTERED IN CEILING PANELS OR EQUALLY SPACED UNLESS NOTED OTHERWISE
- CENTER CEILING GRID IN ROOMS AS SHOWN UNLESS NOTED OTHERWISE.
- CONCEALED SPRINKLER HEAD COVERS SHALL BE PAINTED BY MANUFACTURER TO MATCH ADJACENT SOFFIT/ACP UNLESS NOTED OTHERWISE.
- COORDINATE LOCATIONS OF EXIT LIGHTS AND EMERGENCY LIGHTS SHOWN ON ARCHITECTURAL DRAWINGS. IN THE EVENT OF A DISCREPANCY, VERIFY WITH ARCHITECT PRIOR TO INSTALLATION.
- CEILING FIXTURE DIMENSIONS ARE TAKEN FROM CENTERLINE OF FIXTURE UNLESS NOTED OTHERWISE.
- REFER TO ARCHITECTURAL DRAWINGS (ELEVATIONS & REFLECTED CEILING PLANS) FOR ALL MECHANICAL AND ELECTRICAL DEVICE AND FIXTURE LOCATIONS & MOUNTING HEIGHTS. IF NOT CLEARLY SPECIFIED, CONTACT ARCHITECT FOR FURTHER CLARIFICATION. MECHANICAL & ELECTRICAL DRAWINGS ARE FOR FIXTURE TYPE REFERENCE ONLY. PAINT ALL EXPOSED STRUCTURE, DECK, DUCTWORK, CONDUIT, ETC. IN AREAS NOTED TO BE OPEN TO STRUCTURE UNLESS NOTED OTHERWISE. PAINTING OF EXPOSED STRUCTURE TO BE DONE AFTER ALL UTILITIES ARE INSTALLED.
- CONCEALED SPRINKLER HEAD COVERS SHALL BE PAINTED BY MANUFACTURER TO MATCH ADJACENT SOFFIT/ACP UNLESS NOTED OTHERWISE.

CEILING LEGEND

- DASHED LINE DENOTES LOCATIONS OF ACOUSTIC PARTITIONS TO RECEIVE ACOUSTICAL BATT INSULATION AND SOUND SEALANT AT PERIMETER AND PENETRATIONS. REFER TO FLOOR PLANS FOR WALL TYPES.

- ACCESS PANEL
- RECTANGULAR FIXTURE
- LINEAR FIXTURE
- DOWN LIGHTS
- DOWN LIGHT PENDANTS
- UTILITY LIGHTS
- CEILING & WALL MOUNT EXIT SIGNS
- HVAC SUPPLY DIFFUSER
- HVAC RETURN DIFFUSER
- HVAC EXHAUST DIFFUSER
- HVAC SLOT DIFFUSER
- HVAC ROUND DIFFUSER
- PROJECTOR
- PROJECTOR SCREEN
- OCCUPANCY SENSOR
- SPEAKER
- MICROPHONE
- WIRELESS ACCESS POINT
- CEILING & WALL MOUNT CLOCK
- SMOKE DETECTOR
- CEILING & WALL MOUNT CAMERA
- DATA & POWER
- SPRINKLER

KEYNOTE LEGEND

ACCESSORIES LEGEND



[illegible]

PRINTED: 11/27/2024 10:06:31 AM

INTERIOR FINISH SPECIFICATIONS

ACOUSTICAL CEILING BAFFLES:

ACB-1 MANUFACTURER: TURF DESIGN
STYLE: BEAM
COLOR: 007 DARK WALNUT
SIZE: 8"D X 2-1/4"H. REFER TO DETAILS
MOUNTING: CABLE HUNG
CONTACT: JANE BENSON
913-219-1139
JBENSON@BISKC.COM

ACOUSTICAL CEILING PANELS:

ACP-1 MANUFACTURER: ARMSTRONG
STYLE: ULTIMA HIGH NRC
COLOR: WHITE
EDGE TRIM: BEVELED TEGULAR
NRC: 80
SIZE: 24"x24"
GRID: SUPRAFINE 9/16. SUSPENSION SYSTEM
GRID COLOR: WHITE
CONTACT: DANIELLE JAMES
402-417-8158
DPJAMES@ARMSTRONGCEILINGS.COM

MOSS:

MOSS-1 MANUFACTURER: GREEN OASIS -
PRODUCT: PRESERVED MOSS WALL
SIZE: CUSTOM - SEE DETAILS ON A412
SUBSTRATE: FELT BOARD
CONTACT: SHELDON BURROWS
210-272-7787
SHELDON@GREENOASIS.COM

ACP-2 MANUFACTURER: ARMSTRONG
STYLE: ULTIMA HIGH NRC
COLOR: WHITE
EDGE TRIM: BEVELED TEGULAR
NRC: 80
SIZE: 24"x48"
GRID: SUPRAFINE 9/16. SUSPENSION SYSTEM
GRID COLOR: WHITE
CONTACT: DANIELLE JAMES
402-417-8158
DPJAMES@ARMSTRONGCEILINGS.COM

CORNER GUARD:

CG-1 MANUFACTURER: INPRO CORP.
FINISH: ALUMINUM - CLEAR
WING SIZE: 1/2"
HEIGHT: 12" STANDARD HEIGHTS / CUT CEILING
CONTACT: HEIGHTS AS REQUIRED
CIARA BENSON
515-335-3707
CBENSON@INPROCORP.COM

CARPET:

CPT-1 MANUFACTURER: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: RIVER CODE
COLOR: DELTA
SIZE: 12" X 36"
BACKING: ECO ONE
INSTALLATION: VERTICAL ASHLAR
CONTACT: ELYSE POE
515-823-8181
ELYSE_POE@MOHAWKIND.COM

PT-5

PT-5 MANUFACTURER: BENJAMIN MOORE
COLOR: SIMPLY WHITE OC-117
FINISH: SEMI-GLOSS
APPLICATION: DOOR FRAMES AS SCHEDULED

PT-7

PT-7 MANUFACTURER: BENJAMIN MOORE
COLOR: SHARKSKIN 2139
FINISH: EGG SHELL
APPLICATION: ACCENT WALL PAINT

CPT-2 MANUFACTURER: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: BIOME
COLOR: DELTA
SIZE: 12" X 36"
BACKING: ECO ONE
INSTALLATION: VERTICAL ASHLAR
CONTACT: ELYSE POE
515-823-8181
ELYSE_POE@MOHAWKIND.COM

PT-8

PT-8 MANUFACTURER: BENJAMIN MOORE
COLOR(S): A CHROME GREEN HC-189
B SANTA MONICA BLUE 776
C NORTH SEA GREEN 2053-30
D DARK LILAC 2070-30
E COURTYARD GREEN 546
FINISH: SEMI-GLOSS
APPLICATION: ACCENT WOOD SLATS

CPT-3 MANUFACTURER: MOHAWK GROUP
COLLECTION: DATA TIDE
STYLE: AQUA RHYTHM
COLOR: DELTA
SIZE: 12" X 36"
BACKING: ECO ONE
INSTALLATION: VERTICAL ASHLAR
CONTACT: ELYSE POE
515-823-8181
ELYSE_POE@MOHAWKIND.COM

PLAM-1

PLAM-1 MANUFACTURER: NEVAMAR
PRODUCT: STANDARD HPL
STYLE: BABBLING BROOK
FINISH: NATURAL WOOD
APPLICATION: CASEWORK - BASE CABINETS
CONTACT: MICHELLE GOENNER
651-219-0041
MICHELLE_GOENNER@PANOLAM.COM

PLAM-2

PLAM-2 MANUFACTURER: NEVAMAR
PRODUCT: STANDARD HPL
STYLE: BLACK PEARL
FINISH: VELVET
APPLICATION: CASEWORK - UPPER CABINETS
CONTACT: MICHELLE GOENNER
651-219-0041
MICHELLE_GOENNER@PANOLAM.COM

FILM:

FILM-1 MANUFACTURER: DESIGNTEX
PRODUCT: DIGITALLY PRINTED GLASS FILM
ARTWORK: CUSTOM BY OWNER
CONTACT: MELISSA LINDBERG
402-616-6239
MLINDBERG@DESIGNTEX.COM

RESILIENT BASE:

RB-1 MANUFACTURER: ROPPE
STYLE: PINNACLE RUBBER WALL BASE
HEIGHT: 4"
COLOR: 193 BLACK BROWN
NOTE: USE MICRO CORNERS ON INSIDE AND OUTSIDE CORNERS AS NEEDED

SEALED CONCRETE:

SC-1

SC-1 MANUFACTURER: SEE ARCHITECTURAL SPECIFICATIONS

SOLID SURFACE:

SS-1

SS-1 MANUFACTURER: CORIAN
COLOR: CAPEO WHITE
SIZE: 1/2"
APPLICATION: TYPICAL COUNTERTOPS & RR SILLS
CONTACT: CHRISTINE MODUFFIE
414-408-9841
CMODUFFIE@HLLMARK.COM

SS-2

SS-2 MANUFACTURER: DURAT
COLOR: 8100
SIZE: 1/2"
APPLICATION: SEATING NICHE
CONTACT: CARAGREEN
919-928-3009

TILE:

T-1 MANUFACTURER: DEL CONCA USA
STYLE: HORIZONS
COLOR: WHITE
SIZE: 24" X 48"
GROUT: GT-1
INSTALLATION: STACKED
APPLICATION: FIELD TILE
CONTACT: MAREN BRUESKE
507-460-2548
MAREN@CERAMICTILEWORKSMN.COM

T-2

T-2 MANUFACTURER: PORTOBELLO AMERICA
STYLE: TERRALMA
COLOR: MANDACARU
SIZE: 8" X 14"
GROUT: GT-1
INSTALLATION: VERTICAL STACKED 1/3RD RUNNING BOND
APPLICATION: WALL TILE IN RESTROOMS
NOTE: INCLUDE 5" X 14" PENCIL QTY. ~ 20-25 PER RESTROOM - SEE ELEVATIONS
CONTACT: MAREN BRUESKE
507-460-2548
MAREN@CERAMICTILEWORKSMN.COM

TRANSITIONS / EDGE PROTECTORS:

*ALL THRESHOLDS & TRANSITION STRIPS, PROFILES TO BE APPROVED BY ARCHITECT

TS-1

TS-1 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: SCHIENE
FINISH: STAINLESS STEEL
INSTALLATION: CARPET TO TILE, SEE DETAIL C1/A800

TS-2

TS-2 MANUFACTURER: SCHLUTER SYSTEMS
STYLE: REN-U
FINISH: STAINLESS STEEL
INSTALLATION: CARPET TO SC, SEE DETAIL A1/A800

WALK OFF MAT:

WM-1

WM-1 MANUFACTURER: PATCRAFT
COLLECTION: ENTRY ESTHETIC
PATTERN: MAKE YOUR WAY
COLOR: FROST BITE
SIZE: 18"X36"
INSTALLATION: INSTALL: JACKY RAYMOND
515-778-8484
JACKY.RAYMOND@PATCRAFT.COM

WINDOW TREATMENTS:

WT-1

WT-1 MANUFACTURER: MECHOSHADE
SYSTEM: MECHO 5
OPERATION: MANUAL
SHADE FABRIC: SOHO - BASKET WEAVE 1612
COLOR: CHARCOAL
OPENNESS FACTOR: 3%
APPLICATION: LARGE MEETING ROOM, COUNCIL CHAMBERS
NOTES: SEE ALTERNATE FOR MORE INFO

WT-2

WT-2 MANUFACTURER: MECHOSHADE
SYSTEM: ELECTROSHADE
OPERATION: MOTORIZED
SHADE FABRIC: SOHO - BASKET WEAVE 1612
COLOR: CHARCOAL
OPENNESS FACTOR: 3%
APPLICATION: COUNCIL CHAMBERS
NOTES: ALTERNATE NO. 1

WOOD:

WD-1

WD-1 SPECIES: WALNUT
CUT: QUARTER / RIFT SAWN
FINISH: CLEAR POLYURETHANE

WD-2

WD-2 MANUFACTURER: SURFACING SOLUTIONS
PRODUCT: TAMBOUR VENEER PANELS
PROFILE: 631
SPECIES: WALNUT VENEER
FINISH: FINISH TO MATCH WD-1

WD-3X

WD-3X SPECIES: WALNUT
NOTE: OWNER PROVIDED MATERIAL
CONTRACTOR TO FINISH PER DETAILS
RANDOM (AS PROVIDED)
CLEAR POLYURETHANE

WD-4X

WD-4X SPECIES: OAK
NOTE: OWNER PROVIDED MATERIAL
CONTRACTOR TO FINISH PER DETAILS
RANDOM (AS PROVIDED)
CLEAR POLYURETHANE

WD-5X

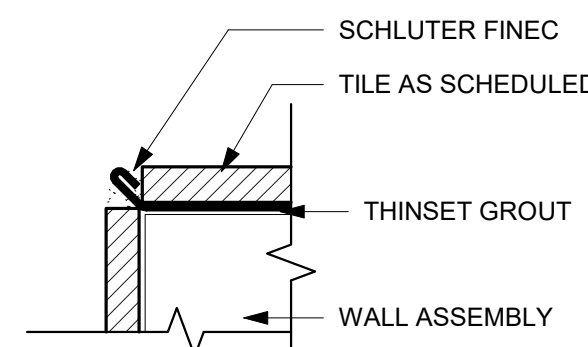
WD-5X SPECIES: CHERRY
NOTE: OWNER PROVIDED MATERIAL
CONTRACTOR TO FINISH PER DETAILS
RANDOM (AS PROVIDED)
CLEAR POLYURETHANE

ROOM FINISH SCHEDULE

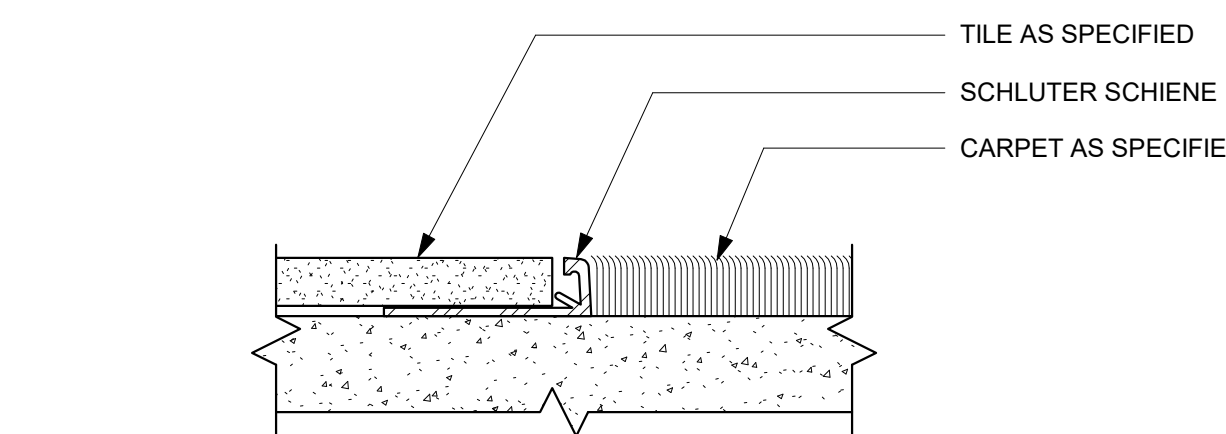
Number	ROOM NAME	FLOOR		WALL FINISH	CEILING FINISH	REMARKS
		FINISH	BASE			
LOWER LEVEL						
140	BREAK ROOM	CPT-1 / T-1	RB-1 / T-1	PT-1	EXIST	1, 3, 6
141	UTILITY	SC-1	RB-1		EXIST	6
UPPER LEVEL						
200	CHAMBERS ENTRY	WM-1	RB-1	PT-1	GYP	6
201	PREFUNCTION	T-1	T-1	PT-1	ACP-1	3, 6
202	LG MEETING ROOM	CPT-1, CPT-3	RB-1	PT-1	ACP-1, GYP	1, 5, 6
203	COUNCIL CHAMBERS	CPT-1, CPT-3	RB-1	PT-1	ACB-1, GYP, GYP: PT-2	1, 5
203A	DAIS	CPT-2	RB-1	PT-1, MOSS-1, WD-2WD-5	ACP-2, OTS, PT-2	2
204	CHAMBERS STORAGE	SC-1	RB-1	PT-1	OTS: PT-2	
205	KITCHENETTE	T-1	RB-1 / T-1	PT-1, PT-7	ACP-1	2, 3
206	RESTROOM	T-1	T-1	PT-1, PT-4 / T-2	GYP: PT-2	2
207	RESTROOM	T-1	T-1	PT-1, PT-4 / T-2	GYP: PT-2	2
208	RESTROOM	T-1	T-1	PT-1, PT-4 / T-2	GYP: PT-2	2
209	RESTROOM	T-1	T-1	PT-1, PT-4 / T-2	GYP: PT-2	2
210	LIBRARY ENTRY	T-1 / WM-1	T-1	PT-1	EXIST	1, 3, 6
211	SM MEETING ROOM	CPT-1, CPT-3	RB-1	PT-1	ACP-1	1, 5, 6
212	LOBBY	EXISTING TO REMAIN	RB-1	PT-1	EXIST	1, 6
214	YOUNG ADULT	CPT-1	RB-1	PT-1	ACP-1	6
215	CIRCULATION	CPT-2	RB-1	PT-1, WD-2	GYP: PT-2	2, 6
216	LIBRARY MANAGER	CPT-1	RB-1	PT-1	ACP-1	
217	PARKS MANAGER	CPT-1	RB-1	PT-1	ACP-1	
218	RECREATION MANAGER	CPT-1	RB-1	PT-1	ACP-1	
219	LEISURE SERVICES DIRECTOR	CPT-1	RB-1	PT-1	ACP-1	
221	OPEN OFFICE	CPT-2	RB-1	PT-1	ACP-1	
222	LEISURE SERV. STORAGE	CPT-2	RB-1	PT-1	ACP-1	
223	LEISURE SERV. STORAGE	SC-1	RB-1	PT-1	OTS: PT-2	
224	RESTROOM	T-1	T-1	PT-1, PT-4 / T-2	GYP: PT-2	2, 3
225	RESTROOM	T-1	T-1	PT-1, PT-4 / T-2	GYP: PT-2	2, 3
230	CORRIDOR	CPT-2	RB-1	PT-1	ACP-1	6
231	MECH	EXISTING TO REMAIN	RB-1	PT-1	OTS: PT-2	
232	LEISURE SERV. STORAGE	SC-1	RB-1	PT-1	OTS: PT-2	
250	CORRIDOR	CPT-2	RB-1	PT-1	ACP-1	6
251	IT STORAGE	SC-1	RB-1	PT-1	ACP-1	
252	CONFERENCE	CPT-2	RB-1	PT-1	ACP-1	
253	BREAK ROOM	T-1	T-1	PT-1, PT-7	ACP-1	2
254	WELLNESS	CPT-1	RB-1	PT-1, PT-7	ACP-1	2
255	OFFICE	CPT-1	RB-1	PT-1	ACP-1	
256	OFFICE	CPT-1	RB-1	PT-1	ACP-1	6
257	SERVER ROOM	SC-1	RB-1	PT-1	ACP-1	6
258	IT	CPT-1	RB-1	PT-1	ACP-1	6
A	STAIR	CPT-2	RB-1	PT-1	ACP-1	6

FINISH REMARKS

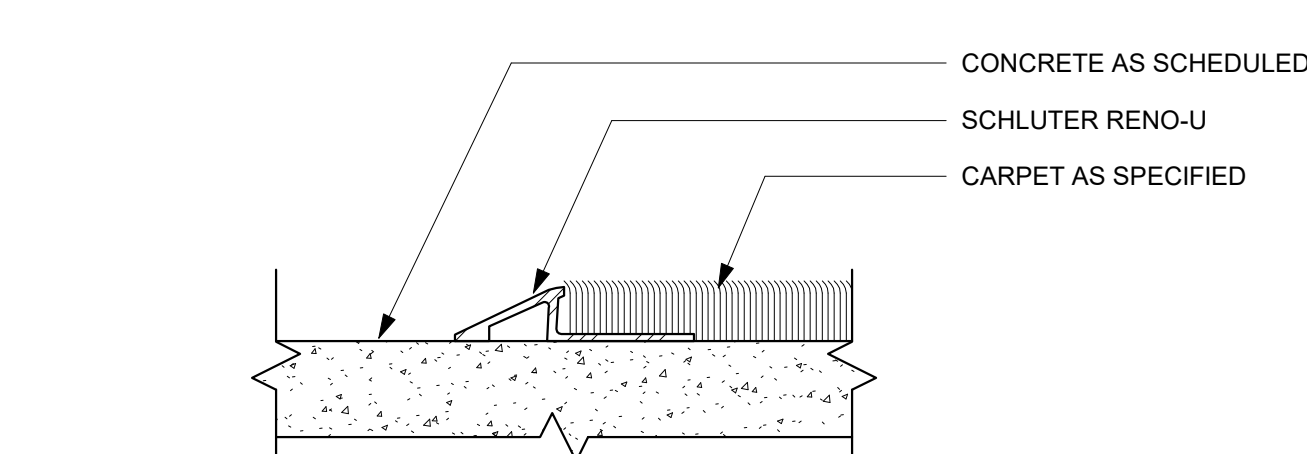
- MULTIPLE FLOOR FINISHES. REFER TO FINISH PLANS
- MULTIPLE WALL FINISHES. REFER TO FINISH PLANS
- T-1 TO BE CUT AND INSTALLED W/OLLY SCHLUTER FOR WALL BASE
- EXISTING CARPET TO REMAIN - REPAIR CONCRETE AS NEEDED FROM DEMOLISHED TILE. INSTALL SALVAGED BUILDING CARPET TO MATCH.
- REFER TO CARPET LAYOUT DRAWINGS
- PATCH AND REPAIR EXISTING WALL FINISH, TYP.



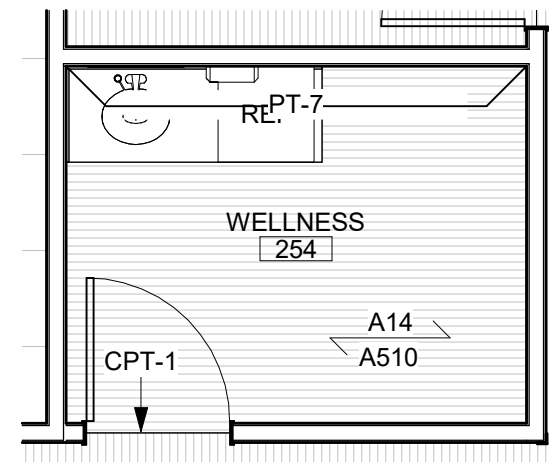
E1 TILED CORNER DETAIL
12" = 1'-0"



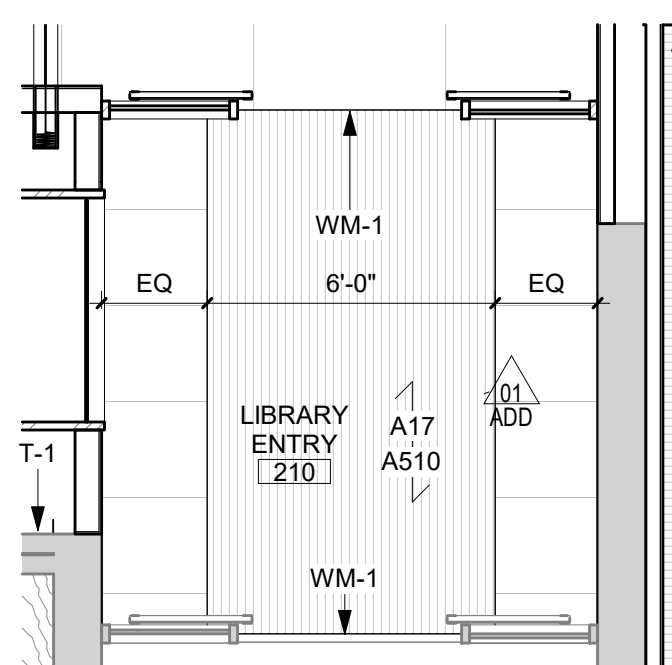
C1 CARPET TO TILE TRANSITION DETAIL
12" = 1'-0"



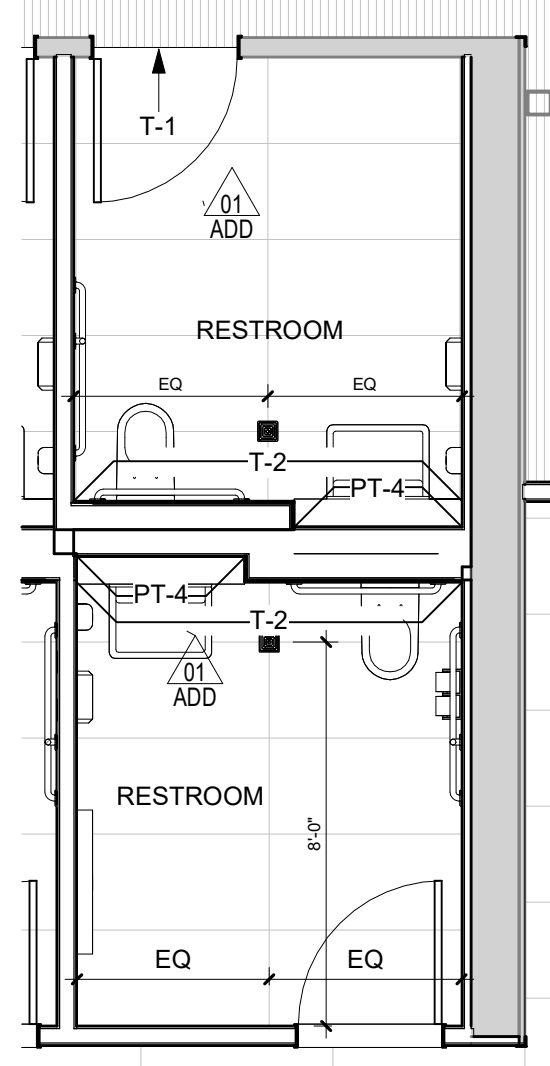
A1 CARPET TO CONCRETE TRANSITION DETAIL
12" = 1'-0"



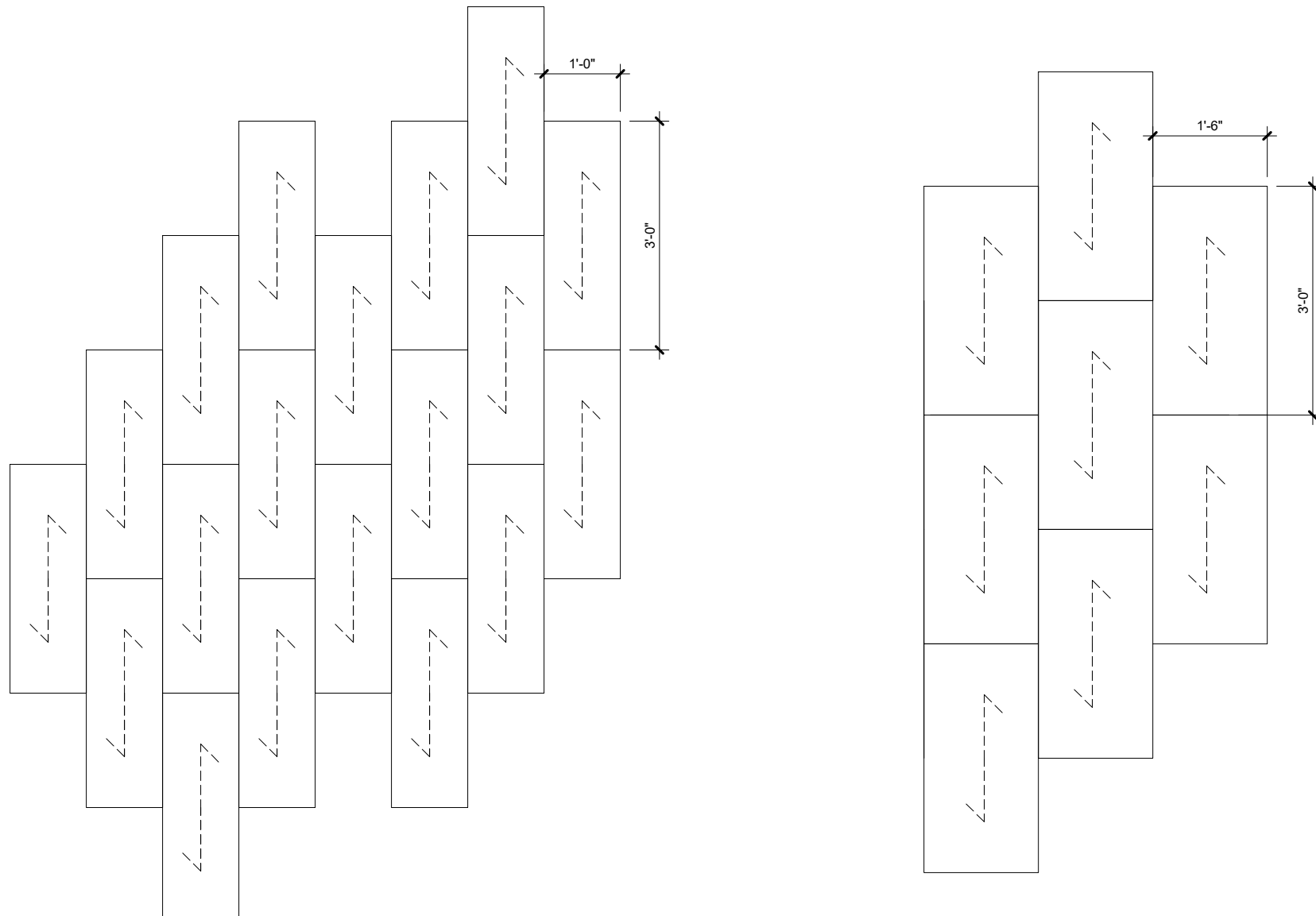
D6 ENLARGED FINISH PLAN - UPPER LEVEL WELLNESS
1/4" = 1'-0"



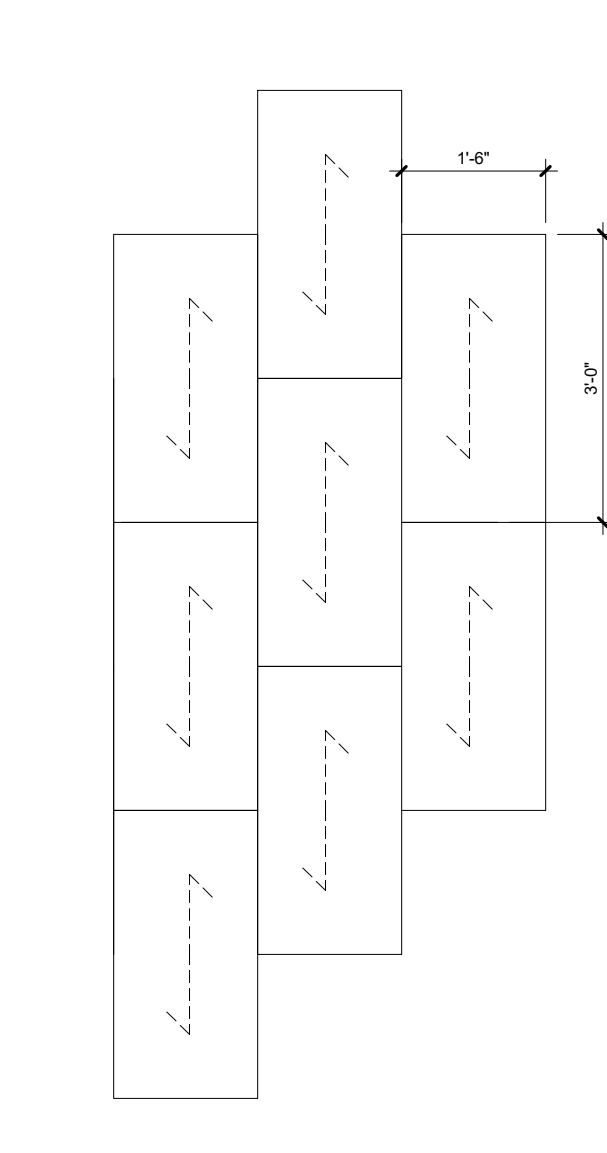
A6 ENLARGED FINISH PLAN - UPPER LEVEL LIBRARY ENTRY
1/4" = 1'-0"



A10 ENLARGED FINISH PLAN - UPPER LEVEL TYP. RESTROOMS
1/4" = 1'-0"



A14 TYPICAL ASHLAR CARPET INSTALL DETAIL



A17 TYPICAL ASHLAR CARPET INSTALL DETAIL
1/2" = 1'-0"



100 Court Ave., Suite 100
Des Moines, IA 50309
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www.opnarchitects.com

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Owner:

CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

Project:

CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

Construction Manager as Agent

DCI GROUP, INC.
220 SE 6TH STREET #200
DES MOINES, IA 50309
P. 515-244-5043

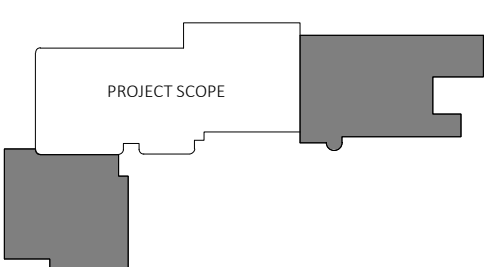
Mechanical Engineer

KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Electrical Engineer

KCI ENGINEERING
300 4TH STREET
WEST DES MOINES, IA 50265
P. 515-724-7938

Key Plan:



Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

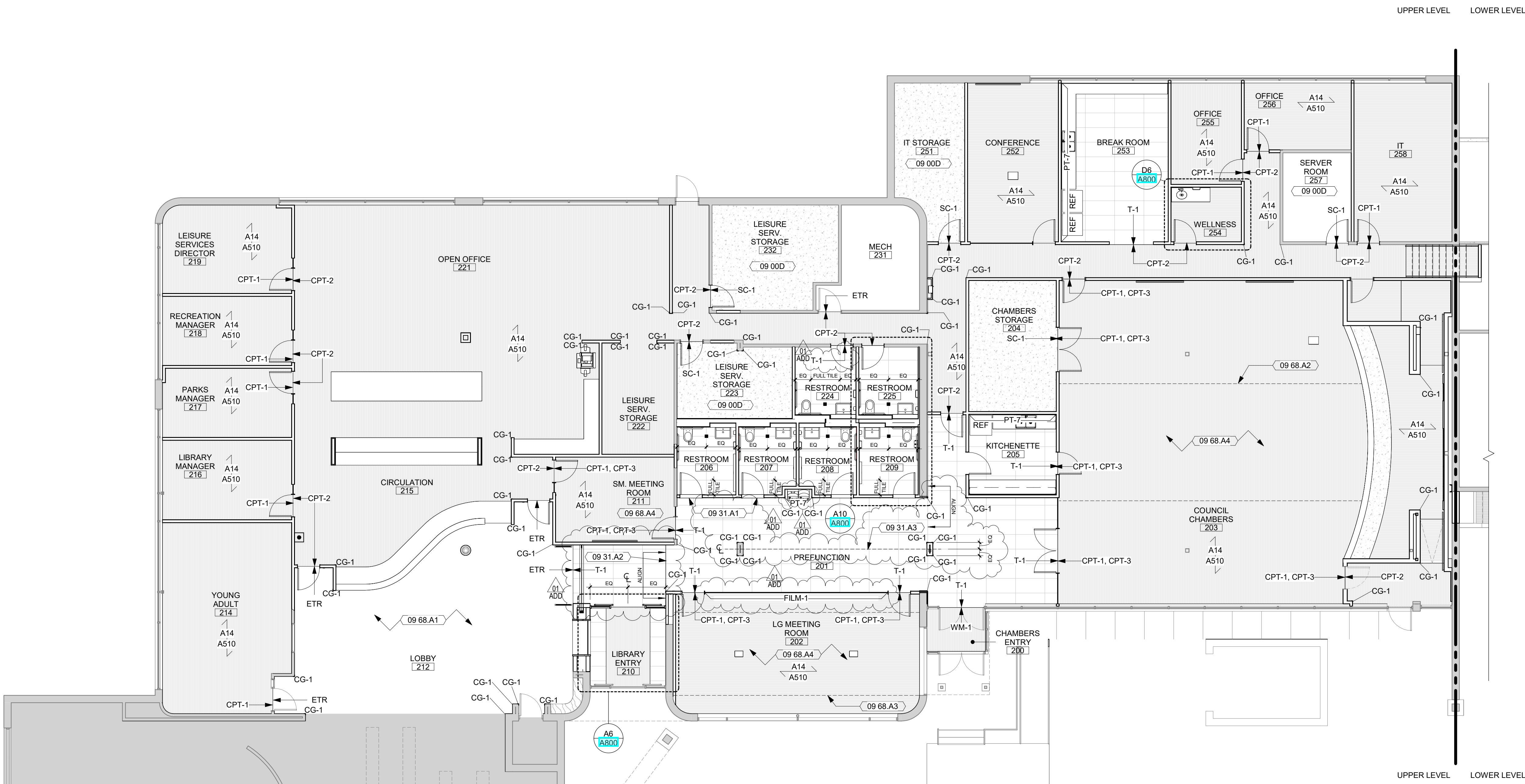
OPN Project No.

24811000

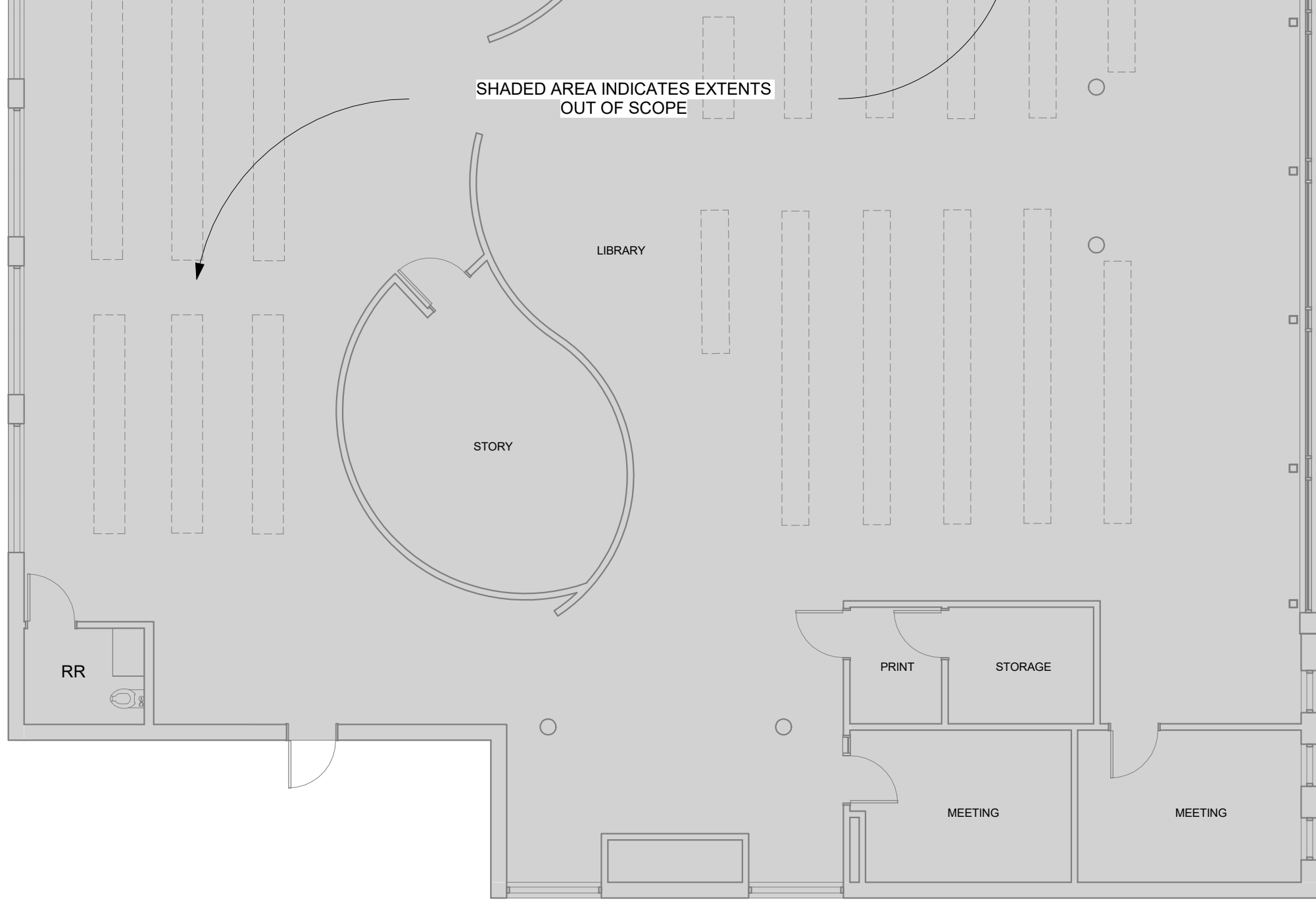
Sheet Issue Date
100% CONSTRUCTION DOCUMENTS
11/07/2024

FINISH SPECIFICATIONS & RM. FINISH SCHEDULE

Sheet Number



15 UPPER LEVEL FINISH PLAN
1/8" = 1'-0"



15 LOWER LEVEL FINISH PLAN
1/8" = 1'-0"

KEYNOTE LEGEND

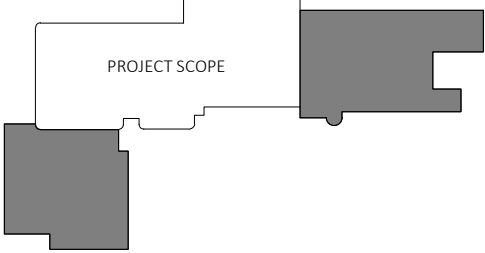
- 09 00D REPAIR AND CLEAN EXISTING CONCRETE FLOOR AS NEEDED
- 09 31 A1 TILE T-1 THRESHOLD @ DOORS, FULL WIDTH/DEPTH OF DOOR FRAME, TYP. @ RESTROOMS 206-209
- 09 31 A2 CUT TILE TO ALIGN
- 09 31 A3 CENTER TILE JOINT LINE
- 09 68 A1 EXISTING CARPET TO REMAIN - REPAIR CONCRETE AS NEEDED FOR DEMOLISHED TILE - REPLACE WITH SALVAGED CARPET. DEEP CLEAN AFTER FINAL CARPET INSTALLATION
- 09 68 A2 ALIGN EDGE OF ACCENT CARPET TO THE BAFFLES ABOVE, REFER TO RCP
- 09 68 A3 PLACE ACCENT CARPET WITHIN BOUNDARY OF ACOUSTIC CEILING PANELS, REFER TO RCP
- 09 68 A4 REFER TO MANUFACTURERS PROVIDED DRAWINGS FOR CARPET LAYOUT

FINISH NOTES

- A. SCHLUTER EDGE TRIM TYP. AT ALL OUTSIDE CORNERS. JOINTS TO OCCUR AT UPPER MOST CONTINUOUS GROUT LINE
- B. START FULL WALL TILE AS SHOWN
- C. SCHLUTER AT TOP OF TILE TO TRANSITION TO GYPSUM WALL BOARD
- D. CENTER FIXTURE ON GROUT JOINT
- E. ALIGN BOTTOM OF HAND SOAP WITH BOTTOM OF MIRROR
- F. ALIGN BOTTOM OF FIXTURES
- G. CENTER FLOOR TILE GROUT JOINT AS SHOWN
- H. ALIGN ALL WALL TILE GROUT JOINTS WITH FLOOR TILE GROUT JOINTS
- I. START FULL FLOOR TILE AS SHOWN

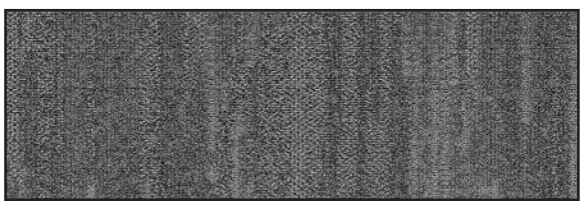
GENERAL NOTES

- 1. REFER TO FINISH PLANS, REFLECTED CEILING PLANS, AND ELEVATIONS FOR LOCATION AND EXTENT OF FINISHES.
- 2. PAINT ALL INTERIOR MISCELLANEOUS METAL GRILLES, LOUVERS ACCESS PANELS, PIPES AND CONDUIT EXPOSED TO VIEW TO MATCH THE WALLS IN WHICH THEY OCCUR UNLESS OTHERWISE NOTED.
- 3. ALL EXPOSED DRYWALL TO RECEIVE PAINT UNLESS NOTED OTHERWISE.
- 4. PAINT ALL REVEALS TO MATCH THE WALLS IN WHICH THEY OCCUR.
- 5. PAINT ALL LIGHT FIXTURE TRIMS AND FLANGES OF LINEAR DIFFUSERS TO MATCH THE COLOR TO THE CEILING IN WHICH THEY OCCUR.
- 6. PAINT ALL EXPOSED SPEAKERS WITH A PAINT THAT WILL NOT DEGRADE THEIR ACOUSTICAL PERFORMANCE IN A COLOR TO MATCH THE WALL OR CEILING IN WHICH THEY OCCUR.
- 7. REFER TO ROOM FINISH SPECIFICATION FOR CARPET PATTERN AND DIRECTION & FOR ROOM FINISH SPECIFICATIONS AND ADDITIONAL INFORMATION
- 8. ALL FLOORING MATERIAL TRANSITIONS, TERMINATION AND SEAM LOCATIONS ARE TO BE CENTERED UNDER DOOR LEAFS IN CLOSED POSITION U.N.O.
- 9. EXTEND FLOORING INTO TOE SPACES, DOOR REVEALS, CLOSETS AND SIMILAR OPENINGS U.N.O.
- 10. PROVIDE FLOORING TRANSITION STRIPS AT FLOOR MATERIAL CHANGES. COORDINATE FLOORING TRANSITION MATERIAL, PROFILE, AND COLOR WITH ARCHITECT PRIOR TO INSTALLATION-REFER TO DETAIL DRAWINGS FOR DESIGN INTENT.
- 11. REFER TO SHEET A800 FOR TYPICAL MOUNTING HEIGHTS.
- 12. POWER AND DATA LOCATIONS ARE TO BE COORDINATED IN THE FIELD WITH FINAL FURNISHING PLANS PRIOR TO INSTALLATION OF BOXES, FITTINGS, AND RACEWAYS
- 13. INSTALL FINISHES PER MANUFACTURER'S RECOMMENDATION.
- 14. REPORT ANY AND ALL DISCREPANCIES, ERRORS OR OMISSIONS IN THE FINISH DOCUMENTS TO THE ARCHITECT PRIOR TO THE ORDERING OF ANY MATERIALS AND/OR COMMENCEMENT OF CONSTRUCTION.
- 15. THE FOLLOWING SYMBOL DESIGNATES FLOORING DIRECTIONS.
- 16. REFER TO CEILING PLANS FOR WINDOW TREATMENT DESIGNATIONS AND INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.

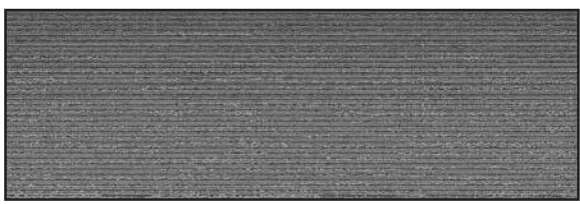


Revision	Description	Date
ADD 01	ADDENDUM 01	11/15/2024

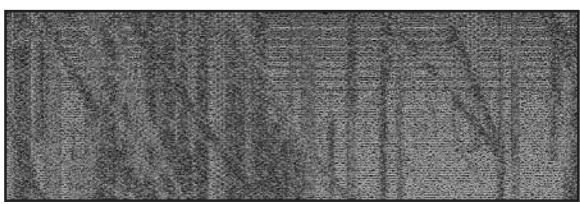
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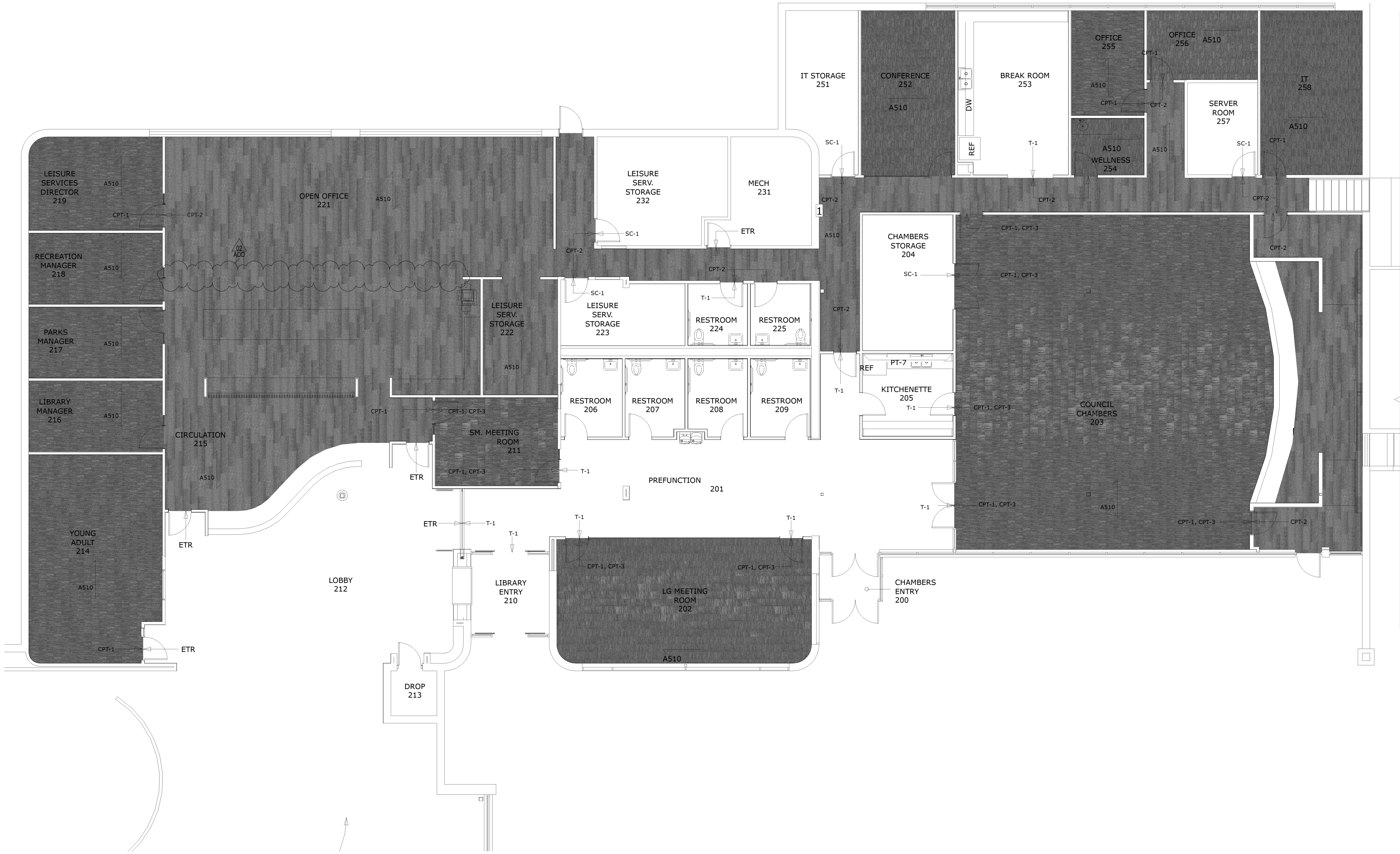
Collection: Data Tide
Product: River Code
Color: 859
Size: 12" x 36"
Installation: Brick Ashlar
Estimate: 458 SY



Collection: Data Tide
Product: Biome
Color: 859
Size: 12" x 36"
Installation: Brick Ashlar
Estimate: 402 SY



Collection: Data Tide
Product: Aqua Rhythm
Color: 859
Size: 12" x 36"
Installation: Brick Ashlar
Estimate: 90 SY



Floor Plan

THESE PLANS AND THE DESIGNS CONTAINED THEREIN ARE THE SOLE PROPERTY OF MOHAWK INDUSTRIES PATTERNED CARPET (HEREINAFTER DESIGNATED MOHAWK INDUSTRIES). THESE PLANS MAY NOT BE REPRODUCED OR USED WITHOUT WRITTEN PERMISSION OF MOHAWK INDUSTRIES. UNAUTHORIZED USE WILL GIVE RISE TO A CLAIM FOR DAMAGES. ALL CONTRACTORS AND OTHERS UTILIZING THESE PLANS IN CONNECTION WITH THIS PROJECT ARE RESPONSIBLE FOR WORK DONE BY CONTRACTORS. MOHAWK INDUSTRIES IS NOT RESPONSIBLE FOR ANY ARCHITECTURAL OR ENGINEERING DETAILS OR SPECIFICATIONS. THE USE BY ANY PERSON OR FIRM OF THESE PLANS OR ANY PART THEREOF SHALL NOT IN ANY WAY SUBJECT MOHAWK INDUSTRIES TO ANY COST OR DAMAGES FOR ANY ERRORS OR OMISSION CONTAINED THEREIN.

Job Name: CLIVE CITY HALL - OPTION 1

Job #: 176054

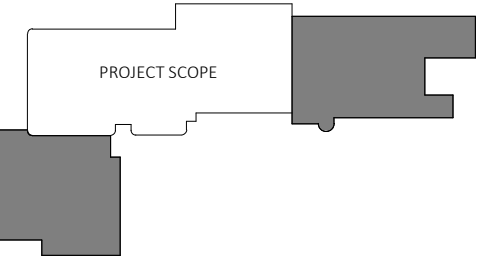
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Account Executive: ELYSE POE

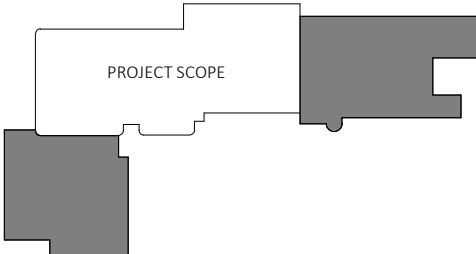
Revision: R1

Date: 11/06/2024 Page: 02

Drawn By: RK

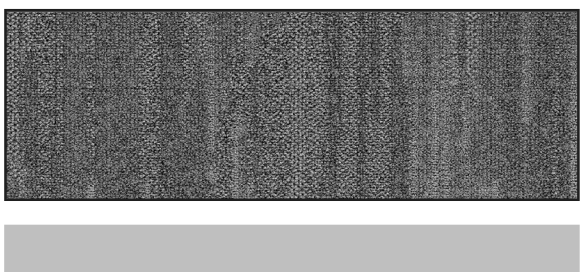


Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

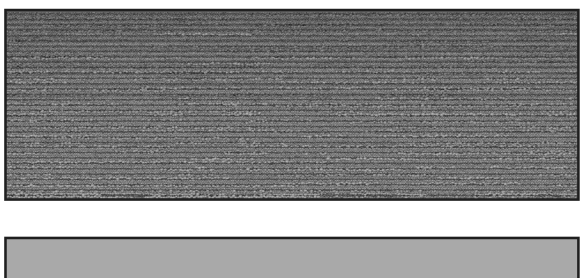


Revision	Description	Date
ADD-01	ADDENDUM 01	11/15/2024
ADD-02	ADDENDUM 02	11/27/2024

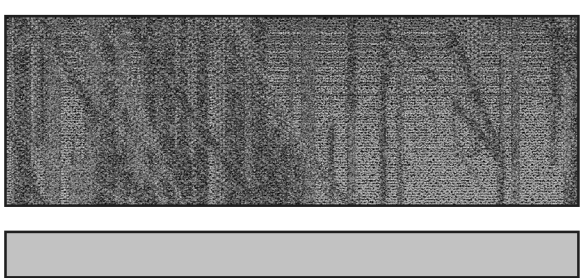
Product Details



Collection: Data Tide
Product: River Code
Color: 859
Size: 12" x 36"
Installation: Brick Ashlar
Estimate: 458 SY



Collection: Data Tide
Product: Biome
Color: 859
Size: 12" x 36"
Installation: Brick Ashlar
Estimate: 402 SY



Collection: Data Tide
Product: Aqua Rhythm
Color: 859
Size: 12" x 36"
Installation: Brick Ashlar
Estimate: 90 SY



Installation Guide

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Job Name: CLIVE CITY HALL - OPTION 1

Job #: 176054

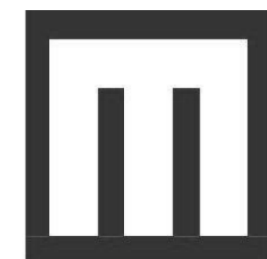
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Account Executive: ELYSE POE

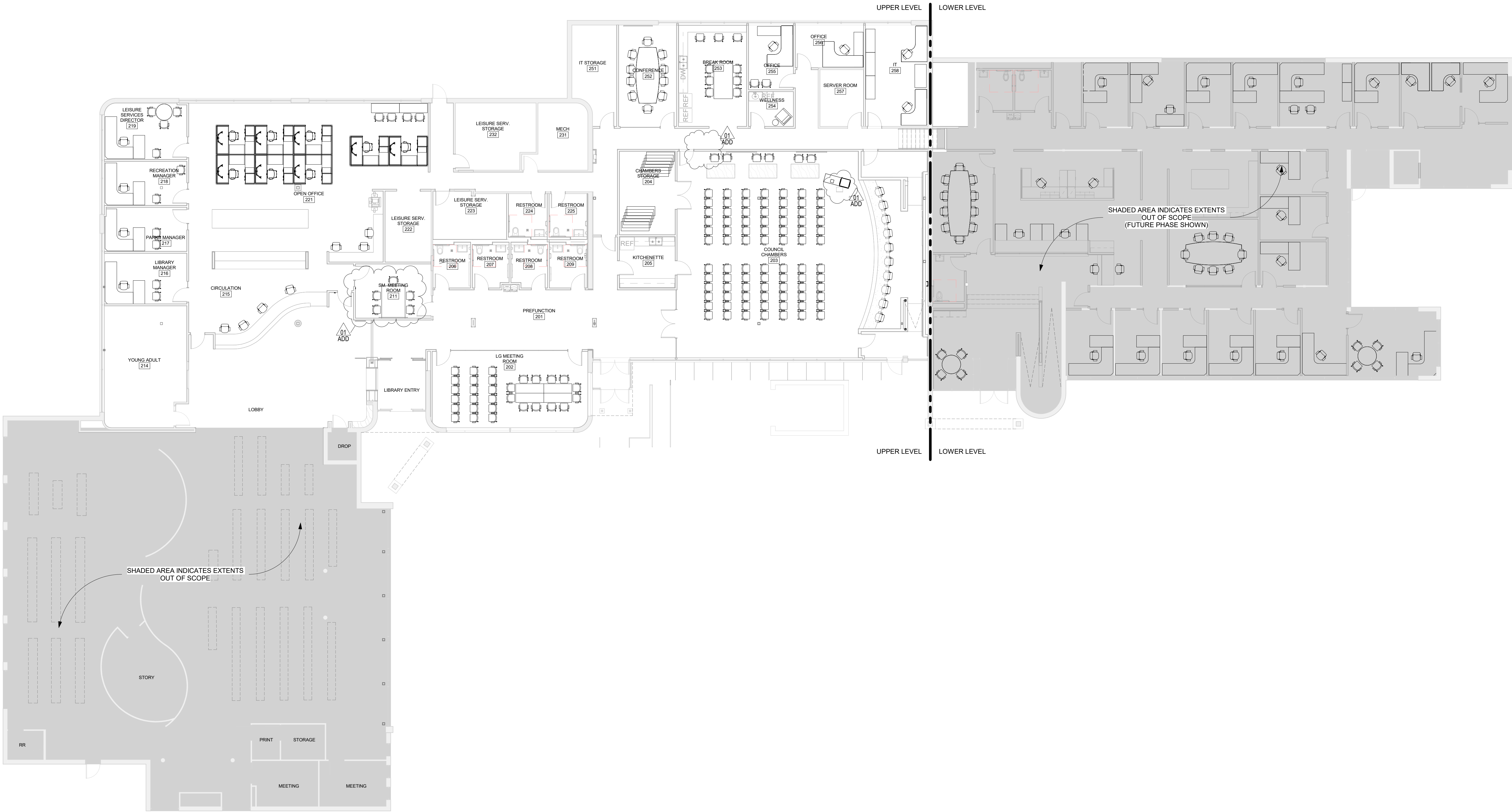
Revision: R1

Date: 11/06/2024 Page: 04

Drawn By: RK



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Overall FFE Plan - For Reference Only
3/32" = 1'-0"

Owner
CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA 50325

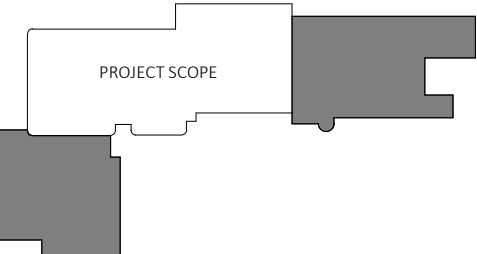
Project
CITY HALL & LIBRARY RENOVATION
1900 NW 114TH STREET
CLIVE, IOWA 50325

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Electrical Engineer
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300 4TH STREET
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Key Plan



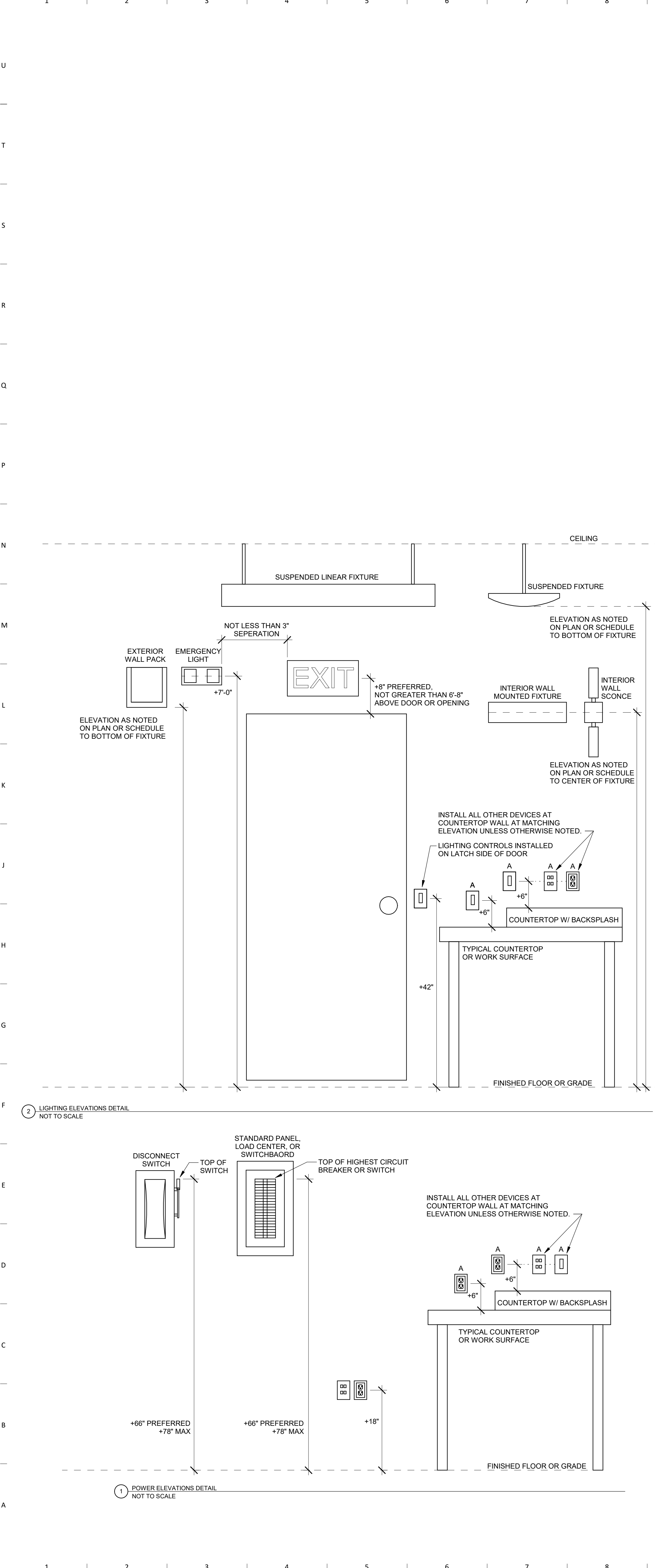
Revision	Description	Date
ADO 01	ADDENDUM 01	11/15/2024

OPN Project No.
24811000

Sheet Issue Date
100% CONSTRUCTION DOCUMENTS
11/07/2024

Sheet Name
FFE FLOOR PLAN

Sheet Number



ELECTRICAL ABBREVIATIONS			
A	DEVICE MOUNTED +8" ABOVE COUNTER TOP (VERIFY LOCATION)	NIC	NOT IN CONTRACT
AFF	ABOVE FINISHED FLOOR	NM	NONMETALLIC
ATS	AUTOMATIC TRANSFER SWITCH	NTS	NOT TO SCALE
C	CEILING	OC	ON CENTER
CB	CIRCUIT BREAKER	OFCI	OWNER FURNISHED
CT	CURRENT TRANSFORMER	OFOI	CONTRACTOR INSTALLED
E	EXISTING ITEM TO REMAIN	OWF	OWNER FURNISHED
EC	ELECTRICAL CONTRACTOR	R	EXISTING ITEM TO BE REMOVED
EM	EMERGENCY LIGHT FIXTURE	RR	EXISTING ITEM TO BE REMOVED AND RELOCATED
ER	NEW LOCATION OF EXISTING ITEM	RN	EXISTING ITEM TO BE REMOVED AND REPLACED WITH NEW
F	ROUGH IN FOR FUTURE DEVICE	SCCR	SHORT CIRCUIT CURRENT RATING
FAFP	FIRE ALARM ANNUNCIATOR PANEL	T	TAMPER PROOF DEVICE
FACP	FIRE ALARM CONTROL PANEL	TCC	TEMPERATURE CONTROL CONTRACTOR
FSD	FIRE SMOKE DAMPER	TV	TELEVISION
G	GROUND FAULT CIRCUIT INTERRUPTER	TYP	TYPICAL
GND	GROUND	UPS	UNINTERRUPTIBLE POWER SUPPLY
KVA	KILO-VOLT-AMPERES	V	VOLTS
KW	KILOWATTS	VA	VOLT-AMPERES
MC	MECHANICAL CONTRACTOR	WG	WIREGUARD COVER
MCB	MAIN CIRCUIT BREAKER	WP	WEATHERPROOF DEVICE
MDP	MAIN DISTRIBUTION PANEL	WR	WEATHER RESISTANT DEVICE
MLO	MAIN LUGS ONLY	+24"	INDICATES MOUNTING HEIGHT CENTER LINE OF DEVICE TO FINISHED FLOOR
N	NEW DEVICE IN EXISTING LOCATION		

- GENERAL NOTES - ELECTRICAL**
- COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. BEGIN INSTALLATION AND ROUGH-IN ONLY AFTER PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE PROJECT. COORDINATE WITH BUILDING STRUCTURE, ARCHITECTURE, MECHANICAL SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, EQUIPMENT ACCESS/CLEARANCE, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR REWORK OF INSTALLED EQUIPMENT RESULTING FROM INSUFFICIENT COORDINATION.
 - ELECTRICAL DRAWINGS ARE ONLY A PORTION OF THE COMPLETE SET OF PLANS AND CONTRACT DOCUMENTS. THE ELECTRICAL SCOPE OF WORK IS DEFINED BY THE COMPLETE SET OF CONTRACT DOCUMENTS. THIS INCLUDES BUT IS NOT LIMITED TO REFERENCING ARCHITECTURAL PLANS FOR DIMENSIONS AND DETAILS. EQUIPMENT PLANS FOR ROUGH-IN REQUIREMENTS, MECHANICAL PLANS FOR EQUIPMENT SIZES AND LOCATIONS.

- INSTALLATION NOTES - ELECTRICAL**
- INCREASE CONDUCTOR SIZES ON 20A 120V-1 PHASE CIRCUITS EXCEEDING 100 FEET TO CENTER OF LOAD TO ACCOUNT FOR VOLTAGE DROP.
 - RACEWAYS AND BOXES ARE SHOWN DIAGRAMMATICALLY ONLY AND INDICATE GENERAL AND APPROXIMATE LOCATIONS. LAYOUTS DO NOT ALWAYS SHOW THE TOTAL NUMBER OF RACEWAYS OR BOXES FOR THE CIRCUITS REQUIRED. NOR ARE THE LOCATIONS OF INDICATED RUNS INTENDED TO SHOW THE ACTUAL ROUTING OF THE RACEWAYS.
 - LIGHT FIXTURES, SWITCHES, DEVICES, ETC. ARE SHOWN IN PREFERRED LOCATION. MODIFY CIRCUIT, HANGERS, CIRCUITING, ETC. TO PROVIDE A COMPLETE AND OPERATIONAL SYSTEM.
 - PROVIDE A DEDICATED GREEN INSULATED GROUND CONDUCTOR TO ALL DEVICES. DO NOT USE CONDUIT SYSTEM AS THE ONLY EQUIPMENT GROUNDING METHOD.
 - DO NOT INSTALL BOXES BACK-TO-BACK ON OPPOSITE SIDES OF THE SAME WALL. MAINTAIN MINIMUM OF 8" DISTANCE BETWEEN BOXES WHEREVER APPLICABLE.
 - BALANCE PANEL LOADS DURING INSTALLATION. CIRCUIT NUMBERING SHOWN ON PLANS MAY BE ADJUSTED TO ACCOMMODATE.
 - PROVIDE TYPED PANEL DIRECTORY AT PROJECT COMPLETION FOR NEW PANELS AND EXISTING PANELS WITH CIRCUITS MODIFIED DURING PROJECT. USE OWNER'S CURRENT ROOM NUMBERS AND EQUIPMENT NAMES. PROVIDE UNIQUE CIRCUIT IDENTIFICATION PER NEC 408.4(A).
 - CONTRACTOR IS RESPONSIBLE FOR OPENINGS IN WALLS, FLOORS, CEILINGS, AND ROOFS THAT ARE REQUIRED TO COMPLETE THEIR SCOPE OF WORK. SEAL PENETRATIONS IN ACCORDANCE WITH THE RATING OF THE AFFECTED ASSEMBLY. REFER TO ARCHITECTURAL CODE PLAN FOR RATED WALLS, FLOORS, AND CEILINGS.

- CODE NOTES - ELECTRICAL**
- PROVIDE ELECTRICAL INSTALLATION IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL CODES.
 - THE CURRENT ADOPTED EDITION OF THE ELECTRICAL CODE IS THE STANDARD FOR THE ELECTRICAL INSTALLATION. VERIFY WITH LOCAL OFFICIALS WHEN PERMITS ARE OBTAINED. NOTIFY DESIGN TEAM OF ANY DISCREPANCIES BETWEEN THE PROJECT MANUAL OR DRAWINGS AND THE GOVERNING CODE.
 - INSTALLATION SHALL FOLLOW REQUIREMENTS OF THE ADAAG - AMERICANS WITH DISABILITIES ACT.
 - REFER TO PROJECT MANUAL AND PROJECT CODE REVIEW SHEET FOR LIST OF APPLICABLE CODES.
 - PER NEC EVERY CIRCUIT AND CIRCUIT MODIFICATION SHALL BE LEGIBLY IDENTIFIED AS TO ITS CLEAR, EVIDENT AND SPECIFIC PURPOSE OR USE. CONTRACTOR TO PROVIDE FINAL CIRCUIT IDENTIFICATION FOR ALL NEW AND MODIFIED CIRCUITS AT PROJECT COMPLETION.

- DEVICE INSTALLATION AND MATERIALS - ELECTRICAL**
- PROVIDE NORMAL WIRING DEVICES AS WHITE, UNLESS OTHERWISE NOTED.
 - PROVIDE DEVICES COVER PLATES AS PLASTIC. MATCH WIRING DEVICES COLOR.
 - PROVIDE GFCI TYPE RECEPTACLES AT ALL LOCATIONS REQUIRED BY THE NEC.
 - INSTALL WALL MOUNTED RECEPTACLES AT +18" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED.
 - INSTALL WALL MOUNTED LIGHT SWITCHES AT +48" ABOVE FINISHED FLOOR UNLESS OTHERWISE NOTED. EXCEPTION: INSTALL DEVICES ABOVE AN OBSTRUCTED HIGH FORWARD REACH OBSTACLE GREATER THEN 20 INCHES IN DEPTH AT +42".
 - INSTALL ABOVE COUNTERTOP RECEPTACLES +8" ABOVE COUNTERTOP OR AS OTHERWISE INDICATED.
 - AT A COMMON COUNTERTOP, INSTALL ALL RECEPTACLES AND SWITCHES AT THE SAME HEIGHT UNLESS OTHERWISE SPECIFICALLY INDICATED.

LIGHTING SYMBOLS	
	RECESSED LIGHT FIXTURE, LETTER INDICATES SWITCH LEG (TYPICAL), SHADING INDICATES EMERGENCY LIGHT (TYPICAL)
	ROUND LIGHT FIXTURE - SURFACE MOUNTED
	SQUARE LIGHT FIXTURE - SURFACE MOUNTED
	PENDANT MOUNTED LIGHT FIXTURE
	ROUND APERTURE RECESSED DOWNLIGHT FIXTURE, ARROW INDICATES WALLWASH
	SQUARE APERTURE RECESSED DOWNLIGHT FIXTURE, ARROW INDICATES WALLWASH
	SURFACE MOUNTED STRIP FIXTURE
	LINEAR PENDANT MOUNTED FIXTURE
	INDUSTRIAL STRIP LIGHT FIXTURE
	WALL MOUNTED STRIP LIGHT FIXTURE.
	TRACK LIGHTING, ELEVATION AS NOTED.
	EMERGENCY LIGHT FIXTURE, WALL MOUNT, +96" OR AS NOTED
	EMERGENCY LIGHT FIXTURE, CEILING MOUNT
	EXIT SIGN, WALL MOUNT +96", SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	EXIT SIGN, CEILING MOUNT, SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	COMBINATION EXIT SIGN & EMERGENCY LIGHT, WALL MOUNT +96", SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	COMBINATION EXIT SIGN & EMERGENCY LIGHT, CEILING MOUNT, SHADED AREAS INDICATE NUMBER OF FACES, ARROWS INDICATE SIGN ARROWS
	INTERIOR LIGHT FIXTURE, WALL MOUNT
	SINGLE POLE SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	THREE WAY SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	PILOT LIGHT SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	DIMMER SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG
	LIGHTING CONTROLS LOW VOLTAGE SWITCH, WALL MOUNT +42", OR AS NOTED, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	OCCUPANCY SENSOR, WALL MOUNT +42" OR AS NOTED, NUMBER INDICATES TYPE, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	OCCUPANCY SENSOR, CEILING MOUNT, NUMBER INDICATES TYPE, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	DAYLIGHTING SENSOR, CEILING MOUNT, NUMBER INDICATES TYPE, LETTER INDICATES SWITCH LEG, REFER TO LIGHTING CONTROLS SCHEDULE
	LIGHTING CONNECTION, REFER TO LIGHTING FIXTURE SCHEDULE FOR FIXTURE DESCRIPTION
	EMERGENCY TRANSFER DEVICE
	LIGHTING CONTRACTOR
	RELAY
	ROOM/ZONE CONTROLLER, MOUNT ABOVE ACCESSIBLE CEILING

GENERAL SYMBOLS	
	CONDUIT SLEEVE
	CONDUIT UP, REFER TO TAG ON DRAWING FOR SIZE
	CONDUIT DOWN, REFER TO TAG ON DRAWING FOR SIZE
	JUNCTION BOX, CEILING OR FLOOR MOUNTED.
	JUNCTION BOX, WALL MOUNTED, ELEVATION AS NOTED.
	KEYNOTE
	EQUIPMENT IDENTIFICATION TAG. REFER TO EQUIPMENT CONNECTION SCHEDULE
	DETAIL DRAWING REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	SECTION CUT REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	INTERIOR ELEVATION DRAWING REFERENCE TAG

POWER SYMBOLS	
	DUPLEX RECEPTACLE, CEILING MOUNT
	DUPLEX RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED
	DUPLEX RECEPTACLE, SURFACE RACEWAY, WALL MOUNT +18", OR AS NOTED
	DUPLEX RECEPTACLE, TV POWER, COORDINATE ROUGH-IN WITH AV AND DISPLAY MOUNTING HARDWARE REQUIREMENTS, MOUNTED IN AV BOX.
	DUPLEX RECEPTACLE, TAMPER-RESISTANT, (1) USB A AND (1) USB C INTEGRAL TO DEVICE. 5A AT 5V OUTPUT MINIMUM. WALL MOUNT +18" OR AS NOTED.
	DUPLEX GFCI RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED "G" INDICATES PROTECTION INCLUDED IN DEVICE. SHADING INDICATES DEVICE PROTECTED BY EITHER UPSTREAM GFCI DEVICE OR CIRCUIT BREAKER
	DUPLEX GFCI WEATHER RESISTANT RECEPTACLE WITH WEATHER-PROOF IN-USE COVER, TAMPER-RESISTANT, WALL MOUNT +24", OR AS NOTED
	DUPLEX SWITCHED GFCI RECEPTACLE TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED
	QUADRUPLE RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED
	QUADRUPLE GFCI RECEPTACLE, TAMPER-RESISTANT, WALL MOUNT +18", OR AS NOTED "G" INDICATES PROTECTION INCLUDED IN DEVICE. SHADING INDICATES DEVICE PROTECTED BY EITHER UPSTREAM GFCI DEVICE OR CIRCUIT BREAKER
	DUPLEX RECEPTACLE IN FLOORBOX, TAMPER-RESISTANT. REFER TO SCHEDULE.
	QUADRUPLE RECEPTACLE IN FLOORBOX, TAMPER-RESISTANT. REFER TO SCHEDULE.
	FLOOR BOX, COMBINATION POWER AND DATA ENCLOSURE. QUANTITY OF CABLES AS NOTED. DEVICES AS NOTED. REFER TO SCHEDULE.
	SPECIAL RECEPTACLE, WALL MOUNT +18", OR AS NOTED, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR RECEPTACLE TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	SPECIAL RECEPTACLE, CEILING MOUNT. REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR RECEPTACLE TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	EQUIPMENT CONNECTION, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR CONNECTION TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	EQUIPMENT CONNECTION, WALL MOUNT +18", OR AS NOTED, REFER TO ELECTRICAL EQUIPMENT CONNECTION SCHEDULE FOR CONNECTION TYPE. REFER TO PANEL SCHEDULES FOR GFCI PROTECTION WHERE REQUIRED
	DOOR PUSH BUTTON (WEATHERPROOF), +48" OR AS NOTED
	JUNCTION BOX, WITH PULL STRING, WALL MOUNT, REFER TO PLAN OR DETAIL FOR MOUNTING HEIGHT
	HAND DRYER, WALL MOUNT, REFER TO ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHT.
	GROUND BAR
	UTILITY TRANSFORMER
	UTILITY METER
	SURGE PROTECTIVE DEVICE
	POWER POLE RACEWAY
	SAFETY DISCONNECT SWITCH
	EMERGENCY PUSH BUTTON
	PANELBOARD - SURFACE MOUNTED
	PANELBOARD - RECESSED IN WALL
	DISTRIBUTION PANELBOARD/SWITCHBOARD - SURFACE MOUNTED AS NOTED.
	GENERATOR

OPNARCHITECTS

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CITY OF CLIVE
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CLIVE, IOWA 50325

Project:
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Electrical Engineer:
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Key Plan:

Revision	Description	Date
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OPN Project No:
24811000

Sheet Issue Date:
11/07/2024

100% CONSTRUCTION DOCUMENTS

Sheet Name:
ELECTRICAL GENERAL NOTES & SYMBOLS

Sheet Number:
E000

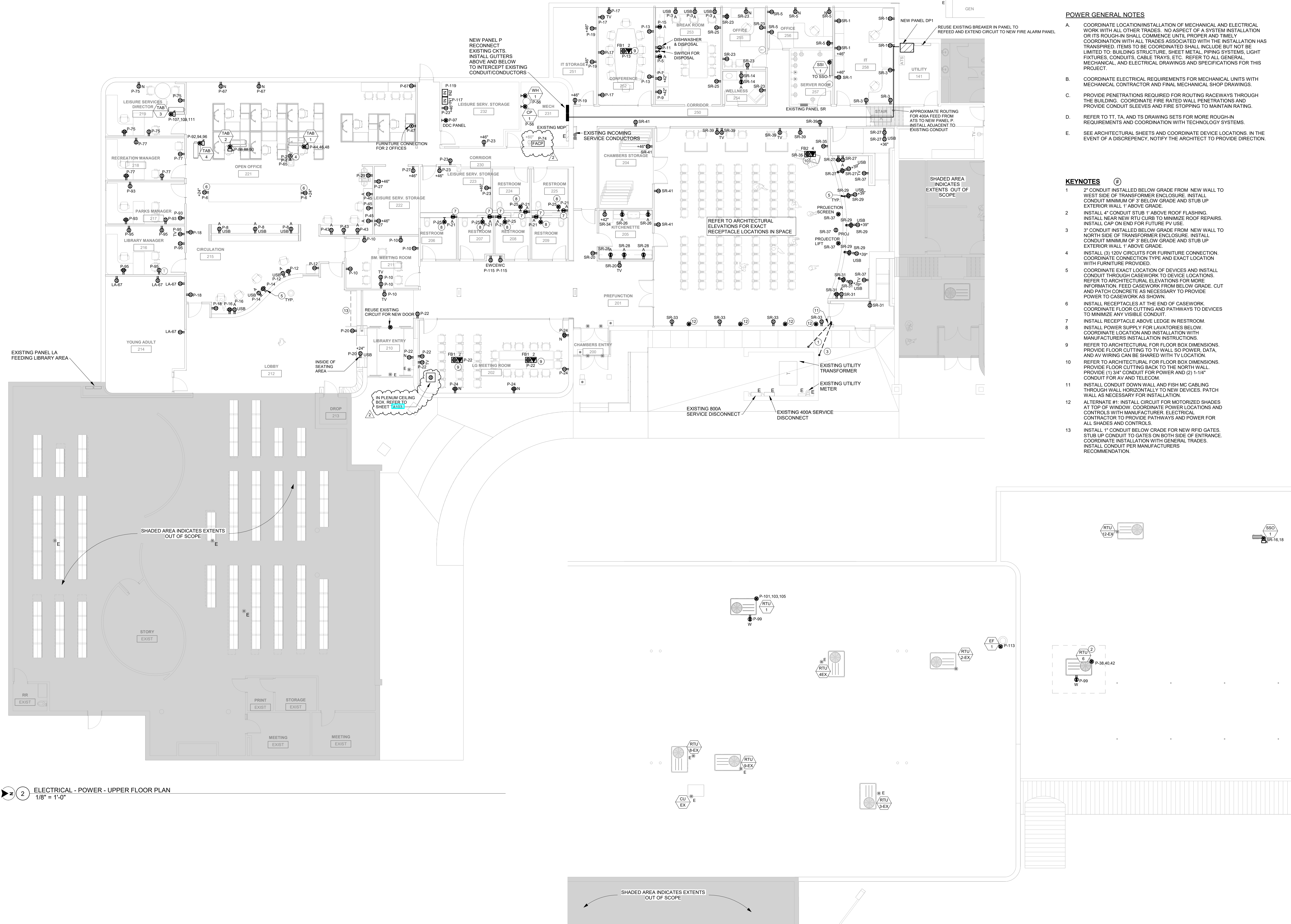
Page 638 of 1186

POWER GENERAL NOTES

- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. COORDINATE ELECTRICAL REQUIREMENTS FOR MECHANICAL UNITS WITH MECHANICAL CONTRACTOR AND FINAL MECHANICAL SHOP DRAWINGS.
- C. PROVIDE PENETRATIONS REQUIRED FOR ROUTING RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- D. REFER TO TT, TA, AND TS DRAWING SETS FOR MORE ROUGH-IN REQUIREMENTS AND COORDINATION WITH TECHNOLOGY SYSTEMS.
- E. SEE ARCHITECTURAL SHEETS AND COORDINATE DEVICE LOCATIONS. IN THE EVENT OF A DISCREPANCY, NOTIFY THE ARCHITECT TO PROVIDE DIRECTION.

KEYNOTES

- 1 2" CONDUIT INSTALLED BELOW GRADE FROM NEW WALL TO WEST SIDE OF TRANSFORMER ENCLOSURE. INSTALL CONDUIT MINIMUM OF 3' BELOW GRADE AND STUB UP EXTERIOR WALL 1' ABOVE GRADE.
- 2 INSTALL 4" CONDUIT STUB 1' ABOVE ROOF FLASHING. INSTALL NEAR NEW RTU CURB TO MINIMIZE ROOF REPAIRS. INSTALL CAP ON END FOR FUTURE PV USE.
- 3 3" CONDUIT INSTALLED BELOW GRADE FROM NEW WALL TO NORTH SIDE OF TRANSFORMER ENCLOSURE. INSTALL CONDUIT MINIMUM OF 3' BELOW GRADE AND STUB UP EXTERIOR WALL 1' ABOVE GRADE.
- 4 INSTALL (3) 120V CIRCUITS FOR FURNITURE CONNECTION. COORDINATE CONNECTION TYPE AND EXACT LOCATION WITH FURNITURE PROVIDED.
- 5 COORDINATE EXACT LOCATION OF DEVICES AND INSTALL CONDUIT THROUGH CASEWORK TO DEVICE LOCATIONS. REFER TO ARCHITECTURAL ELEVATIONS FOR MORE INFORMATION. FEED CASEWORK FROM BELOW GRADE. CUT AND PATCH CONCRETE AS NECESSARY TO PROVIDE POWER TO CASEWORK AS SHOWN.
- 6 INSTALL RECEPTABLES AT THE END OF CASEWORK. COORDINATE FLOOR CUTTING AND PATHWAYS TO DEVICES TO MINIMIZE ANY VISIBLE CONDUIT.
- 7 INSTALL RECEPTABLE ABOVE LEDGE IN RESTROOM.
- 8 INSTALL POWER SUPPLY FOR LAVATORIES BELOW. COORDINATE LOCATION AND INSTALLATION WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.
- 9 REFER TO ARCHITECTURAL FOR FLOOR BOX DIMENSIONS. PROVIDE FLOOR CUTTING TO TV WALL, SO POWER, DATA, AND AV WIRING CAN BE SHARED WITH TV LOCATION.
- 10 REFER TO ARCHITECTURAL FOR FLOOR BOX DIMENSIONS. PROVIDE FLOOR CUTTING BACK TO THE NORTH WALL. PROVIDE (1) 3/4" CONDUIT FOR POWER AND (2) 1-1/4" CONDUIT FOR AV AND TELECOM.
- 11 INSTALL CONDUIT DOWN WALL AND FISH MC CABLEING THROUGH WALL HORIZONTALLY TO NEW DEVICES. PATCH WALL AS NECESSARY FOR INSTALLATION.
- 12 ALTERNATE #1: INSTALL CIRCUIT FOR MOTORIZED SHADES AT TOP OF WINDOW. COORDINATE POWER LOCATIONS AND CONTROLS WITH MANUFACTURER. ELECTRICAL CONTRACTOR TO PROVIDE PATHWAYS AND POWER FOR ALL SHADES AND CONTROLS.
- 13 INSTALL 1" CONDUIT BELOW GRADE FOR NEW RFID GATES. STUB UP CONDUIT TO GATES ON BOTH SIDE OF ENTRANCE. COORDINATE INSTALLATION WITH GENERAL TRADES. INSTALL CONDUIT PER MANUFACTURERS RECOMMENDATION.



2 ELECTRICAL - POWER - UPPER FLOOR PLAN
1/8" = 1'-0"

1 ELECTRICAL - POWER - ROOF LEVEL
1/8" = 1'-0"

Key Plan

Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.27.2024

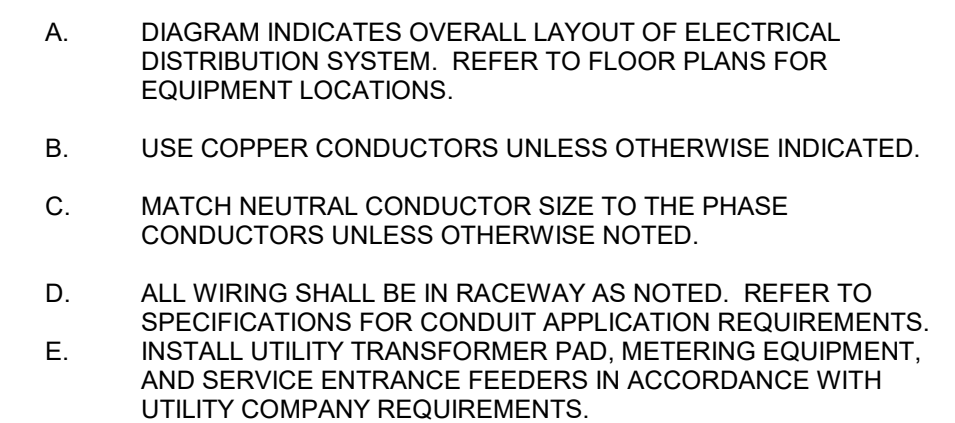
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24811000

Sheet Issue Date
100% CONSTRUCTION DOCUMENTS
11/07/2024

Sheet Name
ELECTRICAL POWER

Sheet Number

E301

E401
Page 841 of 1186

LIGHTING FIXTURE SCHEDULE

NOTES: 1. ALL FIXTURES SHALL BE U.L. OR SIMILARLY LISTED. 2. INCLUDE A MINIMUM 5 YEAR WARRANTY FOR LIGHTING FIXTURES, WHERE NOT OTHERWISE SPECIFIED. 3. REFER TO ARCHITECTURAL DOCUMENTS FOR EXACT MOUNTING LOCATIONS, DETAILS, AND CONFIGURATIONS OF ALL LUMINAIRES. IF ARCHITECTURAL DRAWINGS DO NOT CLARIFY EXACT MOUNTING LOCATION OR DETAIL, ISSUE AN RFI FOR ARCHITECT TO SPECIFICALLY CLARIFY PRIOR TO FIXTURE ROUGH-IN. 4. VERIFY COMPATIBILITY OF LIGHT FIXTURES WITH ARCHITECTURAL CEILING PLAN, MATERIALS, ADJACENT CONSTRUCTION, AND ADJACENT FINISHES PRIOR TO SHOP DRAWINGS SUBMITTAL. ADJUST FIXTURE TYPE, CONSTRUCTION, FLANGE, AND OTHER COORDINATION DETAILS AS REQUIRED FOR CEILING TYPE. NOTIFY THE ARCHITECT OF ANY CONFLICTS WITH THE PROPOSED INSTALLATION. 5. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS HARDWARE NECESSARY TO INSTALL AND SUPPORT THE LUMINAIRES. 6. AIM AND TARGET ADJUSTABLE INTERIOR AND EXTERIOR LIGHT FIXTURES UNDER THE OBSERVATION AND IN COMPLIANCE WITH RECOMMENDATIONS OF THE ARCHITECT. 7. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND FILLING OUT ALL UTILITY REBATE FORMS FOR OWNER.											
DESIGNED BY: EDH											
TYPE	MANUFACTURER	MODEL	DESCRIPTION	FINISH	LUMENS	CRI	DRIVER TYPE	SOURCE-CCT	VOLTAGE	LOAD-VA	APPROVED EQUALS
E1	HUBBELL	DUAL-LITE	LZ-24-03L	EMERGENCY LIGHT, WALL OR CEILING MOUNTED, THERMOPLASTIC HOUSING, 2 LED ADJUSTABLE LAMP HEADS, LEAD-CALCIUM MAINTENANCE FREE BATTERY, SELF-DIAGNOSTICS	WHITE		LED DRIVER				
F1	ALPHABET	NUEA-RD-SW-15LM-35K-90-80D-CL-WH-WH-NC	4" RECESSED DOWNLIGHT, ROUND, INCLUDE PAN AND FITTINGS FOR COMPLETE INSTALLATION	WHITE	1500	90	0-10V DIMMING	3500K LED	120 V	2 VA	SURE-LITES, LIGHTALARMS
F2	FOCAL POINT	FSM2L-FL-500-935-1C-UNV-LD1	2.5" APERTURE RECESSED LINEAR FIXTURE, 8' LONG.	WHITE	5001FT	90	0-10V DIMMING	3500K LED	120 V	48 VA	AS APPROVED BY ENGINEER
F2b	FOCAL POINT	FSM2L-FL-750-935-1C-UNV-LD1	SAME AS "F2" WITH 750 LM/FT	WHITE	7501FT	90	0-10V DIMMING	3500K LED	120 V	48 VA	AS APPROVED BY ENGINEER
F2c	FOCAL POINT	FSM2L-PD05-750LF-935K-1C-UNV-L11-WH	2" APERTURE RECESSED LINEAR FIXTURE, 4' LONG, 0.5" DROP ACRYLIC LENS.	WHITE	7501FT	90	0-10V DIMMING 1%	3500K LED	120 V	24 VA	AS APPROVED BY ENGINEER
F3	LITHONIA	CSS L48 4000LM MVOLT 40K 80CRI	SURFACE MOUNTED FIXTURE - STRIP 4', SUPPLY WITH 2' CHAIN TO SUPPORT FROM STRUCTURE ABOVE	WHITE	4000	80	LED DRIVER	4000K LED	120 V	20 VA	COOPER, CURRENT
F4	ALPHABET	NU4-QD-SQ-20LM-35K-90-D65-WH-WH	RECESSED DOWNLIGHT - SQUARE CAN, 65 DEGREE DISTRIBUTION WITH CLEAR LENS	WHITE	2000	90	0-10V DIMMING 1%	3500K LED	120 V	20 VA	AS APPROVED BY ENGINEER
F5	FOCAL POINT	FSM1CS-1C-LF-375-DL-935-2C-UNV-L11-O48-WFL-8KCD-10"	1.5" APERTURE LOUVERED PENDANT FIXTURE, 18" LONG MADE FROM (2) 8" LENGTHS, BLACK LOUVERS AND FIXTURE, INSTALL 2" HIGHER THAN THE HIGHEST WOOD SLAT CEILING ADJACENT TO THE FIXTURE, 55-70 DEGREE DISTRIBUTION ANGLE, PROVIDE (2) DRIVERS AS NECESSARY TO BE COMPATIBLE WITH EMERGENCY CIRCUITING	BLACK	3751FT	90	0-10V DIMMING 1%	3500K LED	120 V	48 VA	AS APPROVED BY ENGINEER
F5b	FOCAL POINT		SAME AS "F5", BUT WITH 500 LM/FT	BLACK	5001FT	90	0-10V DIMMING 1%	3500K LED	120 V	48 VA	AS APPROVED BY ENGINEER
F6	CSL	SLP2-15-35-30-CL-CL-MB-5-EL1-NCST	2" SQUARE CYLINDER FIXTURE, SUPPORT FROM STRUCTURE ABOVE WITH HARD STEM, BLACK FINISH, 30 DEGREE DISTRIBUTION, INSTALL 2" HIGHER THAN THE HIGHEST ADJACENT WOOD SLAT CEILING.	BLACK	2000	90	0-10V DIMMING	3500K LED	120 V	30 VA	AS APPROVED BY ENGINEER
F7	OXYGEN	3-525-3524	3" VANITY, MATTE WHITE ACRYLIC DIFFUSER, STEEL ENDCAPS, MOUNTED 6" ABOVE MIRROR.	NICKEL	1700	80	LED DRIVER	3500K LED	120 V	26 VA	AS APPROVED BY ENGINEER
F8	JUNO	J5F 71N 10LM SWWW 5 90CRI WH	SURFACE MOUNTED FIXTURE, ROUND, 1200 LUMENS	WHITE	1200	90	0-10V DIMMING	3500K LED	120 V	13 VA	AS APPROVED BY ENGINEER
F9	GOTHAM	EV04SC-35/20-AR-LS5-WD-MVOLT-GZ10	6" PENDANT FIXTURE, SUPPORT FROM STRUCTURE ABOVE WITH HARD STEM, BLACK FINISH	BLACK	2000	90	0-10V DIMMING		120 V	30 VA	COOPER, PRESCOLITE
R1	COMPASS LIGHTING	CORDB	SINGLE LED REMOTE HEAD, FULLY ADJUSTABLE LAMP-HEAD, CONNECTS TO TYPE K2, 0VDC	WHITE	200			LED	3 V	1 VA	SURE-LITES, LIGHTALARMS
RN			EXISTING TROFFER FIXTURES, CLEAN AND REUSE IN NEW LOCATION	WHITE			0-10V DIMMING	LED	120 V	36 VA	N/A
T1	CONTECH	OZCD-8-P (4) OTL941-FL-35KC-12D2-P (4) OTL941-WF-35KC-12D2-P	WALL MOUNTED TRACK ON BULKHEAD, (2) CIRCUIT WITH 0-10V DIMMING CONTROL, 8' LENGTH, USED TO HIGHLIGHT "CLIVET" FEATURE WALL ON BACK OF COUNCIL ROOM, FINAL MOUNTING AND AIMING TO BE CONFIGURED IN FIELD. FIXTURES TO BE 1000 LUMENS, 5500K, 80CRI, WHITE, 0-10V DIMMING CONTROL, 350 DEGREE MINIMUM HORIZONTAL ROTATION AND 100 DEGREE TILT, PROVIDE (4) WIDE FLOODS (50 DEGREE BEAM) AND (4) FLOODS (40 DEGREE BEAM)	WHITE					120 V	60 VA	AS APPROVED BY ENGINEER
X1	DUAL-LITE	SE-S-R-W	EXIT SIGN, UNIVERSAL MOUNTING, DIE-CAST ALUMINUM, WHITE, SINGLE FACE, POWER FROM NEARBY INVERTER CIRCUIT	WHITE	90		LED DRIVER	RED LED	120 V	5 VA	SURE-LITES, DUAL-LITE
X2	COMPASS	CERRCB	EXIT SIGN, UNIVERSAL MOUNTING, DIE-CAST ALUMINUM, WHITE, SINGLE FACE, BATTERY BACKUP, REMOTE CAPACITY	WHITE	90		LED DRIVER	RED LED	120 V	5 VA	SURE-LITES, DUAL-LITE
X3	DUAL-LITE	SE-D-R-W	EXIT SIGN, UNIVERSAL MOUNTING, DIE-CAST ALUMINUM, WHITE, DUAL FACE, POWER FROM NEARBY INVERTER CIRCUIT	WHITE	90		LED DRIVER	RED LED	120 V	5 VA	SURE-LITES, DUAL-LITE

LIGHTING CONTROLS SCHEDULE

NOTES: 1. PROVIDE LIGHTING CONTROLS AS A COMPLETE SYSTEM AND INCLUDE MATERIAL AND INSTALLATION FOR ALL POWER PACKS, ACCESSORIES, CONTROLLERS, AND WIRING REQUIRED FOR OPERATION. 2. ALL DEVICES SHALL BE U.L. OR SIMILARLY LISTED. 3. ALL DEVICES PROVIDED WITH MANUFACTURER LIMITED 5 YEAR WARRANTY. 4. PROVIDE LIGHTING CONTROLS WITH MANUFACTURER COMPLIANT POWER PACKS AND LOW VOLTAGE ROOM CONTROLLERS IN QUANTITY REQUIRED TO INSTALL A COMPLETE AND OPERATIONAL SYSTEM. MANUFACTURER OR MANUFACTURERS REP TO PROVIDE DEVICE QUANTITIES, LAYOUTS AND TYPICAL WIRING DETAILS DURING SHOP SUBMITTAL PROCESS. PROVIDE DIMMING COMPATIBLE DEVICES WHERE DIMMING CONTROLS ARE SHOWN. COORDINATE DIMMING TYPE WITH LIGHTING FIXTURES SHOWN, REFER TO LUMINAIRE SCHEDULE FOR FIXTURE DIMMING TYPE. 5. WHERE WIRELESS LIGHTING CONTROLS ARE PROVIDED, POWERPACKS SHALL BE PROVIDED AND INSTALLED WITHIN MANUFACTURER RECOMMENDED DISTANCES TO ENSURE CONTROLLER OPERATION. 6. INSTALL LOW VOLTAGE POWER PACKS AND ROOM CONTROLLERS ABOVE NEARBY ACCESSIBLE CEILING TILES OR IN MECHANICAL/STORAGE SPACES ADJACENT TO CONTROLLED FIXTURES. DO NOT INSTALL POWERPACKS EXPOSED IN COMMON SPACES OR IN INACCESSIBLE LOCATIONS. 7. PROVIDE FACTORY AUTHORIZED REPRESENTATIVE TO DEMONSTRATE TYPICAL INSTALLATION AND COMMISSIONING OF EQUIPMENT. 8. WHERE APPROVED EQUAL MANUFACTURER PRODUCTS SENSOR COVERAGE OR LOAD RATINGS DIFFER FROM BASIS OF DESIGN, CONTRACTOR AND MANUFACTURER ARE RESPONSIBLE FOR PROVIDING ADDITIONAL DEVICES AS NECESSARY TO PROVIDE A COMPLETE AND OPERABLE SYSTEM. 9. ETD'S AND ALL EMERGENCY LIGHTING CONTROLS COMPONENTS SHALL BE TESTED AND LISTED AS COMPATIBLE BY MANUFACTURER WITH NORMAL LIGHTING CONTROLS IN ALL AREAS. 10. UNLESS INDICATED OTHERWISE, LIGHTING CONTROL SCHEMES/OPERATION SHALL BE AS FOLLOWS: CORRIDORS, VESTIBULES, COMMON SPACES: SENSORS PROGRAMMED FOR OCCUPANCY MODE, AUTOMATIC ON/OFF OPERATION, 30 MINUTES MINIMUM, 30 MINUTES MAXIMUM. DIMMING CONTROL OF FIXTURES WITHIN DAYLIGHT ZONES SHALL BE BY ALWAYS ON DAYLIGHT SENSOR. ALL OTHER SPACES: SENSORS PROGRAMMED FOR VACANCY MODE, MANUAL ON/AUTOMATIC OFF OPERATION 20 MINUTES MINIMUM, 30 MINUTES MAXIMUM. DIMMING CONTROL OF FIXTURES WITHIN DAYLIGHT ZONES SHALL BE BY ALWAYS ON DAYLIGHT SENSOR.						
DESIGNED BY: EDH						
TYPE	DESCRIPTION	ELECTRICAL	MOUNTING	SENSOR TYPE	COVERAGE	APPROVED MANUFACTURERS
S1	SINGLE ZONE CONTROL LIGHT SWITCH, DIMMING LIGHTING CONTROL, LIGHTING CONTROLS NETWORK COMPATIBLE DEVICE, ROOM CONTROLLER COMPATIBLE, ENABLING MULTI-ZONE SWITCHING CONTROL AND MULTI-SOURCE DIMMING, PROVIDED WITH MANUFACTURER DECORATIVE WALLPLATE, DEVICE FINISH MATCHING WIRING DEVICES SPEC.	LOW VOLTAGE	WALL SWITCH / SINGLE GANG	N/A	N/A	HUBBELL, CRESTRON, ACUITY, WATTSTOPPER, AS APPROVED BY ENGINEER.
S2	TWO ZONE CONTROL LIGHT SWITCH, DIMMING LIGHTING CONTROL, LIGHTING CONTROLS NETWORK COMPATIBLE DEVICE, ROOM CONTROLLER COMPATIBLE, ENABLING MULTI-ZONE SWITCHING CONTROL AND MULTI-SOURCE DIMMING, PROVIDED WITH MANUFACTURER DECORATIVE WALLPLATE, DEVICE FINISH MATCHING WIRING DEVICES SPEC.	LOW VOLTAGE	WALL SWITCH / SINGLE GANG	N/A	N/A	HUBBELL, CRESTRON, ACUITY, WATTSTOPPER, AS APPROVED BY ENGINEER.
S5	EIGHT BUTTON MANUAL ON/OFF, UP/DOWN DIMMING LIGHT SWITCH, FOUR PROGRAMMABLE LIGHTING SCENE SELECTION BUTTONS, COORDINATE EXACT SCENES AND DIMMING SETTING WITH OWNER AT PRE-PROGRAMMING MEETING, LIGHTING CONTROLS NETWORK COMPATIBLE DEVICE, ROOM CONTROLLER COMPATIBLE, ENABLING MULTI-ZONE SWITCHING CONTROL AND MULTI-SOURCE DIMMING, PROVIDED WITH MANUFACTURER DECORATIVE WALLPLATE, DEVICE FINISH MATCHING WIRING DEVICES SPEC.	LOW VOLTAGE	WALL SWITCH / SINGLE GANG	N/A	N/A	HUBBELL, CRESTRON, ACUITY, WATTSTOPPER, AS APPROVED BY ENGINEER.
D 1	CONTINUOUS DIMMING 0-10V CONTROL, PHOTOCELL, 0-500 FC LIGHT SENSITIVITY WITH ADJUSTABLE THRESHOLD, ADJUSTABLE DIMMING TIME DELAY.	LOW VOLTAGE / 0-10V	CEILING	CLOSED LOOP	N/A	HUBBELL, WATTSTOPPER, LEVITON, AS APPROVED BY ENGINEER
ETD 1	AUTOMATIC EMERGENCY LIGHTING POWER TRANSFER DEVICE, INTEGRAL TEST SWITCH, NON-DIMMING, UNIVERSAL, 120/277V, 16A RATED RELAY INTERLOCKED TO PREVENT CROSS CONNECTION OF EMERGENCY AND NORMAL POWER, FLUSH MOUNTED 4-11/16" BACK BOX COMPATIBLE DEVICE.	120/277V	SURFACE	N/A	N/A	LEVITON, GREENGATE, CRESTRON, HUBBELL, AS APPROVED BY ENGINEER.
ETD 2	AUTOMATIC EMERGENCY LIGHTING POWER TRANSFER DEVICE, INTEGRAL TEST SWITCH, 0-10V DIMMING PASSTHROUGH, UNIVERSAL, 120/277V, 16A RATED RELAY INTERLOCKED TO PREVENT CROSS CONNECTION OF EMERGENCY AND NORMAL POWER, FLUSH MOUNTED 4-11/16" BACK BOX COMPATIBLE DEVICE.	120/277V / 0-10V DIMMING	SURFACE	N/A	N/A	LEVITON, GREENGATE, CRESTRON, HUBBELL, AS APPROVED BY ENGINEER.
OS 1	WALL SWITCH OCCUPANCY SENSOR, DEVICE FINISH MATCHING WIRING DEVICES SPEC, RATED FOR MIN 1/8 HP MOTOR, INTEGRAL AUTOMATIC SELF-ADAPTIVE COVERAGE THRESHOLD AND FALSE ON/FALSE OFF CORRECTION, 8-30 MINUTE TIMER SETTINGS.	120V / 0-10V DIMMING	WALL SWITCH / SINGLE GANG	DUAL-TECH	1000 SQ FT / 180 DEG	HUBBELL, CRESTRON, ACUITY, GREENGATE, AS APPROVED BY ENGINEER.
OS 2	WALL SWITCH OCCUPANCY SENSOR, DEVICE FINISH MATCHING WIRING DEVICES SPEC, RATED FOR MIN 1/8 HP MOTOR, INTEGRAL AUTOMATIC SELF-ADAPTIVE COVERAGE THRESHOLD AND FALSE ON/FALSE OFF CORRECTION, 8-30 MINUTE TIMER SETTINGS.	120V	WALL SWITCH / SINGLE GANG	DUAL-TECH	1000 SQ FT / 180 DEG	HUBBELL, CRESTRON, ACUITY, WATTSTOPPER, GREENGATE, AS APPROVED BY ENGINEER.
OS 3	CEILING MOUNTED OCCUPANCY/VACANCY SENSOR, LIGHTING CONTROLS NETWORK COMPATIBLE DEVICE, ROOM CONTROLLER COMPATIBLE, ENABLING MULTI-ZONE SWITCHING CONTROL AND MULTI-SOURCE DIMMING, WITH WHITE FINISH, AUTOMATIC SELF-ADAPTIVE COVERAGE THRESHOLD AND FALSE ON/FALSE OFF CORRECTION, 8-30 MINUTE TIMER SETTINGS, INDOOR USE.	LOW VOLTAGE	CEILING / 8-12" MH	DUAL-TECH	1000 SQ FT / 360 DEG	HUBBELL, CRESTRON, ACUITY, WATTSTOPPER, AS APPROVED BY ENGINEER.

LIGHTING INVERTER SCHEDULE

NOTES: 1. PRODUCTS SHALL BE U.L. OR SIMILARLY LISTED, PRODUCTS MUST BE UL 924 LISTED 2. PROVIDE PRODUCT WITH MINIMUM 2 YEAR FULL WARRANTY. 3. BATTERIES SHALL BE SIZED TO PROVIDE A MINIMUM 90 MINUTE RUN TIME FOR THE RATED LOAD LISTED. 4. CONTRACTOR IS RESPONSIBLE FOR ALL MISCELLANEOUS HARDWARE NECESSARY TO INSTALL AND SUPPORT THE EQUIPMENT. 5. COORDINATE INVERTER OPERATION WITH ASSOCIATED NORMAL AND EMERGENCY LIGHTING CONTROLS DEVICES (ETD) PROVIDED, REFER TO LIGHTING CONTROLS SCHEDULE								
TYPE	MANUFACTURER	MODEL	DESCRIPTION	NORMAL ON / NORMAL OFF	VOLTAGE	RATED LOAD	CONNECTED LOAD	APPROVED EQUALS
IN2	HUBBELL DUAL-LITE	DL5-1000-120-120-20-01	1000W SINGLE PHASE EMERGENCY CENTRAL INVERTER, NORMALLY ON OPERATION, DELIVERS RATED OUTPUT 120VAC POWER FOR A MINIMUM 90 MINUTES OF OPERATION, NEAR INSTANTANEOUS TRANSFER TIME, INTEGRAL 20AMP OUTPUT CIRCUIT BREAKER, INTEGRAL PUSH TO TEST BUTTON, VRLA LEAD CALCIUM BATTERIES WITH 10 YEAR TYPICAL BATTERY LIFE.	NORMALLY ON	120 V	1,000 VA	698 VA	MYERS, LIGHTALARMS
IN1	HUBBELL DUAL-LITE	DL5-1000-120-120-20-01	1000W SINGLE PHASE EMERGENCY CENTRAL INVERTER, NORMALLY ON OPERATION, DELIVERS RATED OUTPUT 120VAC POWER FOR A MINIMUM 90 MINUTES OF OPERATION, NEAR INSTANTANEOUS TRANSFER TIME, INTEGRAL 20AMP OUTPUT CIRCUIT BREAKER, INTEGRAL PUSH TO TEST BUTTON, VRLA LEAD CALCIUM BATTERIES WITH 10 YEAR TYPICAL BATTERY LIFE.	NORMALLY ON	120 V	1,000 VA	817 VA	MYERS, LIGHTALARMS

FLOORBOX SCHEDULE

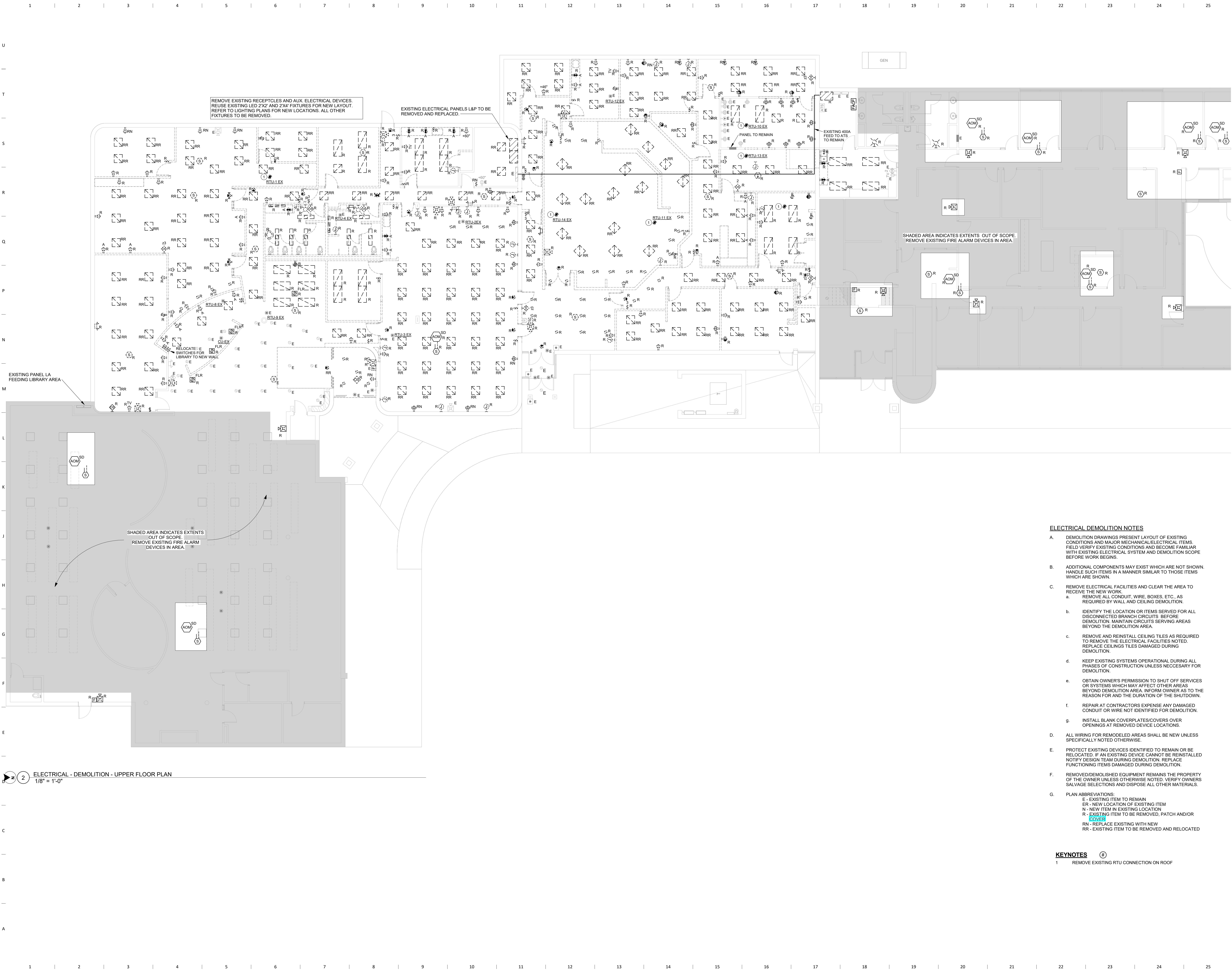
SCHEDULE NOTES: 1. ALL FLOORBOXES SHALL BE UL OR SIMILARLY LISTED, AND SHALL MEET OR EXCEED UL SCRUB WATER EXCLUSION REQUIREMENTS. 2. REFER TO ARCHITECTURAL DOCUMENTS INCLUDING FLOOR FINISH PLANS, FURNITURE PLANS, AND STRUCTURAL PLANS FOR EXACT INSTALLATION LOCATION, DETAILS AND COORDINATION REQUIREMENTS. IF ARCHITECTURAL DRAWINGS DO NOT CLARIFY EXACT INSTALL LOCATION, AND ISSUE AND RFI FOR ARCHITECT TO SPECIFICALLY CLARIFY PRIOR TO BOX ROUGH-IN. 3. UNLESS OTHERWISE NOTED, ALL FLOOR BOXES SHALL BE INSTALLED PER MANUFACTURER INSTALLATION GUIDELINES WITH COVERPLATE FLUSH WITH FINISHED FLOOR. COORDINATE COVER SELECTION TYPE AND INSTALLATION ROUGH-IN REQUIREMENTS WITH ARCHITECTURAL FINISH AND GRADING PLANS. 4. REFER TO SYSTEMS DRAWINGS AND DETAILS FOR ADDITIONAL REQUIREMENTS REGARDING A/V CABLES, DEVICES, AND INSTALLATION.								
TYPE	MANUFACTURER	MODEL	DESCRIPTION	FLOOR TYPE / BOX STYLE	DEVICE QUANTITIES DUPLEX RECEPTACLES	DATA JACKS	A/V	APPROVED EQUALS
FB1	LEGRAND WIREMOLD	RFB4	4 GANG RECESSED SQUARE FLOOR BOX, EPOXY COATED ALUMINUM POWDER COAT FINISH COVER PLATE, ARCHITECT TO SELECT BOX FINISH FROM MANUFACTURER STANDARD DURING SUBMITTAL PROCESS, CONFIGURABLE INTERNAL DEVICE MODULES, AUTO CLOSE CABLE MANAGEMENT EGRESS DOORS, MULTIPLE KNOCKOUTS OF VARYING SIZE, 3/4"-1-1/2", ACCEPTS STANDARD SINGLE GANG DEVICES, INCLUDE WITH ALL REQUIRED ACCESSORIES, FACEPLATES, AND APPURTENANCES FOR COMPLETE INSTALLATION OF DEVICES AS SCHEDULED.	WOOD, CONCRETE / RECESSED	2	2	-	HUBBELL, AS APPROVED BY ENGINEER.
FB2	LEGRAND WIREMOLD	EFB6###	6 GANG RECESSED SQUARE FLOOR BOX, EPOXY COATED ALUMINUM POWDER COAT FINISH COVER PLATE, ARCHITECT TO SELECT BOX FINISH FROM MANUFACTURER STANDARD DURING SUBMITTAL PROCESS, CONFIGURABLE INTERNAL DEVICE MODULES, AUTO CLOSE CABLE MANAGEMENT EGRESS DOORS, MULTIPLE KNOCKOUTS OF VARYING SIZE, 3/4"-2", ACCEPTS STANDARD SINGLE GANG DEVICES, INCLUDE WITH ALL REQUIRED ACCESSORIES, FACEPLATES, AND APPURTENANCES FOR COMPLETE INSTALLATION OF DEVICES AS SCHEDULED.	WOOD, CONCRETE / RECESSED	2	4	-	HUBBELL, AS APPROVED BY ENGINEER.

EQUIPMENT CONNECTION SCHEDULE

ABBREVIATIONS: 1 NEMA 1 ENCLOSURE 3R NEMA 3R ENCLOSURE 4 NEMA 4 ENCLOSURE 4X NEMA 4X ENCLOSURE BO PROVIDED BY OTHERS CB CIRCUIT BREAKER IN PANEL CSD COMBINATION STARTER/DISCONNECT CP CORD AND PLUG PROVIDED WITH UNIT ECB ENCLOSED CIRCUIT BREAKER FAR FIRE ALARM SHUTDOWN RELAY FDS FUSED DISCONNECT SWITCH, HEAVY... GF GROUND FAULT CIRCUIT... HOA HAND-OFF-AUTO							NOTES: 1. PROVIDE AND INSTALL ELECTRICAL SYSTEMS MEETING THE REQUIREMENTS OF THE SPECIFIED MECHANICAL, FIRE PROTECTION, PLUMBING AND BUILDING SYSTEMS. REFERENCE THE ENTIRE PROJECT DOCUMENTS, MANUALS, SCHEDULES, DETAILS, AND NOTES 2. PROVIDE CONNECTIONS AND ACCESSORIES INCLUDING STARTERS, DISCONNECTS, CONTROL WIRING, ETC. AS REQUIRED FOR THE BUILDING EQUIPMENT, INFORMATION HEREIN AND ON THE DRAWINGS IS FOR GENERAL DESCRIPTION AND ESTIMATING PURPOSES ONLY. VERIFY VOLTAGE, AMPERAGE, PHASE, INRUSH, ETC. FOR EACH ITEM OF EQUIPMENT BEFORE PROCEEDING WITH INSTALLATION. INSTALL PER MANUFACTURERS INSTRUCTIONS. 3. REVIEW EQUIPMENT SHOP DRAWINGS FOR COMPLIANCE AND COORDINATION WITH ELECTRICAL CONNECTIONS. NOTIFY ENGINEER IF CHANGES TO ELECTRICAL CONNECTIONS, WIRING, AND BREAKER REQUIREMENTS ARE NECESSARY. 4. DO NOT RELEASE ELECTRICAL DISTRIBUTION EQUIPMENT UNTIL ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS HAVE BEEN SUBMITTED AND APPROVED. MAKE MINOR ADJUSTMENTS TO BREAKER SIZES, DISCONNECT SIZES, ETC. PRIOR TO SUBMITT... 5. INSTALL DISCONNECTS TO ALLOW EQUIPMENT REMOVAL WITHOUT DISCONNECT REMOVAL AND TO MINIMIZE WIRE LENGTH. 6. PROVIDE HEAVY DUTY DISCONNECTS RATED FOR THE INSTALLED ENVIRONMENT, NEMA 1 INDOORS, MINIMUM NEMA 3R... 7. VERIFY ALL EQUIPMENT LOCATIONS WITH THE ASSOCIATED SUB-CONTRACTOR. 8. INCLUDE AUXILIARY CONTACTS AND LOW-VOLTAGE WIRING TO AUXILIARY EQUIPMENT THAT RUNS IN TANDEM WITH EQUIPMENT, (I.E. 120V DAMPERS WITH 480V MOTORS).						
ELECTRICAL CHARACTERISTICS			ELECTRICAL CHARACTERISTICS			DISCONNECT			CONTROLS				
TAG	VOLTAGE	PHASE	MOTOR HP	KW	MCA	TYPE	SIZE (AMPS)	NEMA RATING	FUSE SIZE (AMPS)	STARTER	DESCRIPTION	REMARKS	
EF-1	208 V 1		1/10							-	-	-	
RTU-1	120 V 1									-	-	-	
RTU-2	208 V 3			42	60					-	-	-	
SSO-1	208 V 1				18	NFD	30	3R		-	-	-	
TAB-1	208 V 3			3						-	-	-	
TAB-2	208 V 3			3						-	-	-	
TAB-3	208 V 3			1						-	-	-	
TAB-4	208 V 3			2						-	-	-	

BRANCH PANEL: P															
LOCATION: MECH 231					VOLTAGE: 120/208 WYE					SCCR RATING: 10,000					
SUPPLY FROM: DP1					PHASES: 3					MAINS TYPE: MLO					
MOUNTING: SURFACE					WIRES: 4					MAINS RATING: 400 A					
ENCLOSURE: TYPE 1															
NOTES: DOUBLE TUB, FEED THRU LUG, INTEGRAL SPD REPLACE EXISTING PANELS L & P, REFEED EXISTING LOADS TO REMAIN, INTERCEPT CONDUIT WITH NEW GUTTERS BELOW AND ABOVE PANEL.															
CIRCUIT DESCRIPTION	P	AMP	CKT NO	A		B		C		CKT NO	AMP	P	CIRCUIT DESCRIPTION		
EXISTING CKT	1	--	20 A	1	0	0				2	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	3			540	0		4	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	5					180	3200	6	20 A	1	RECEPTACLE	
RECEPTACLE FRIDGE (GFCI)	1	G	20 A	7	1200	540				8	20 A	1	RECEPTACLE		
RECEPTACLE FRIDGE (GFCI)	1	G	20 A	9			1200	1260		10	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	11					180	720	12	20 A	1	RECEPTACLE	
RECEPTACLE	1	--	20 A	13	720	540				14	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	15			180	540		16	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	17					720	540	18	20 A	1	RECEPTACLE	
RECEPTACLE	1	--	20 A	19	540	1780				20	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	21			1080	1440		22	20 A	1	RECEPTACLE		
RECEPTACLE	1	--	20 A	23					900	1260	24	20 A	1	RECEPTACLE	
POWER	1	--	20 A	25	0	536				26	20 A	1	LIGHTING		
RECEPTACLE	1	--	20 A	27			540	313		28	20 A	1	LIGHTING		
RECEPTACLE	1	--	20 A	29					180	852	30	20 A	1	LIGHTING	
EXISTING CKT	1	--	20 A	31	0	753				32	20 A	1	LIGHTING		
EXISTING CKT	1	--	20 A	33			0	0		34	20 A	--	1	EXISTING CKT	
EXISTING CKT	1	--	20 A	35					0	0	36	20 A	--	1	EXISTING CKT
EXISTING RTU #4	3	--	20 A	37	0	5764				38					
			20 A	39		0	5764		40	80 A	3	RTU-2			
			20 A	41				0	5764	42					
RECEPTACLE	1	--	20 A	43	540	1000				44					
RECEPTACLE	1	--	20 A	45			540	1000		46	20 A	3	TAB-1		
RECEPTACLE	1	--	20 A	47					0	1000	48				
EXISTING RTU #2	3	--	40 A	49	0	0				50					
			20 A	51		0	0		52	30 A	--	3	EXISTING RTU #5		
			20 A	53				0	0	54					
EXISTING RTU #3	3	--	40 A	55	0	960				56	20 A	1	WATER HEATER		
			20 A	57		0	0		58	20 A	--	2	SPARE		
			20 A	59				0	0	60					
SPARE	2	--	20 A	61	0	0				62					
			20 A	63		0	0		64	20 A	--	3	SPARE		
			20 A	65				0	0	66					
RECEPTACLE	1	--	20 A	67	540	0			68						
RECEPTACLE	1	--	20 A	69			0	0		70	30 A	--	3	EXISTING RTU #12	
EXISTING CKT	1	--	20 A	71					0	0	72				
EXISTING WATER HEATER	2	--	50 A	73	0	0				74	20 A	--	1	SPARE	
			20 A	75		900	0		76	20 A	--	1	SPARE		
			20 A	77			900	0	78	20 A	--	1	SPARE		
RECEPTACLE	1	--	20 A	79	0	0			80	20 A	--	1	EXISTING CKT - WASHER (GFCI BREAKER)		
EXISTING CKT	2	--	20 A	81			0	0		82					
EXISTING CKT	1	--	20 A	83					0	0	84	30 A	--	2	EXISTING DRYER
EXISTING CKT	1	--	20 A	85	0	1000				86					
EXISTING RTU #14	3	--	45 A	87			0	1000		88	20 A	3	TAB-2		
			20 A	89				0	1000	90					
			20 A	91	0	333			92						
RECEPTACLE	1	--	20 A	93			900	333		94	20 A	3	TAB-3		
LIGHTING	1	--	20 A	95					1080	333	96				
DDC PANEL	1	--	20 A	97	0	0				98	20 A	--	1	SPARE	
RECEPTACLE	1	--	20 A	99			360	0		100	20 A	--	1	SPARE	
RTU-1	3	60 A	101						4035	0	102	20 A	--	1	SPARE
			103	4035	0				104	20 A	--	1	SPARE		
			105			4035	0		106	20 A	--	1	SPARE (GFCI BREAKER)		
TAB-4	3	20 A	107					667	0	108	20 A	--	1	SPARE (GFCI BREAKER)	
			109	667	0				110	20 A	--	1	SPARE (GFCI BREAKER)		
			111			667			112						
EF-1	1	--	20 A	113					480		114				
WATER COOLERS (GFCI BREAKER)	1	G	20 A	115	1000						116				
INVERTER-1	1	--	20 A	117			817				118				
INVERTER 2	1	--	20 A	119					698		120				
				22,448 VA		23,409 VA		24,689 VA							
				187 A		196 A		207 A							
LEGEND: "G" INDICATES GFCI TYPE BREAKER. "L" INDICATES PROVIDE LOCKABLE HASP "F" INDICATES RED LOCK-ON HASP															
LOAD CLASSIFICATION	CONNECTED LOAD		DEMAND FACTOR		ESTIMATED DEMAND		PANEL TOTALS								
	3,969 VA		125.00%		4,961 VA										
Other	0 VA		0.00%		0 VA		TOTAL CONN. LOAD: 70,547 VA								
POWER	39,838 VA		100.00%		39,838 VA		TOTAL EST. DEMAND: 63,169 VA								
RECEPTACLE	26,740 VA		68.70%		18,370 VA		TOTAL CONN.: 196 A								
								TOTAL EST. DEMAND: 175 A							
NOTES:															

BRANCH PANEL: LA											
LOCATION: MECH 231				VOLTAGE: 120/208 WYE				SCCR RATING: 10,000			
SUPPLY FROM: DP1				PHASES: 3				MAINS TYPE: MLO			
MOUNTING: SURFACE				WIRES: 4				MAINS RATING: 600 A			
ENCLOSURE: TYPE 1											
NOTES: EXISTING SQUARE D NQOOD PANEL											
CIRCUIT DESCRIPTION	P	AMP	CKT NO	A	B	C	CKT NO	AMP	P	CIRCUIT DESCRIPTION	
EXISTING LIGHTING	1	--	20 A	1	0	0	2	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	3		0 0	4	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	5			6	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	7	0	0	8	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	9		0 0	10	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	11			12	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	13	0	0	14	20 A	--	1	EXISTING LIGHTING
EXISTING LIGHTING	1	--	20 A	15		0 0	16	20 A	--	1	EXISTING LIGHTING
EXISTING RECEPT CKT	1	--	20 A	17			18	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	19	0	0	20	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	21		0 0	22	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	23			24	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	25	0	0	26	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	27		0 0	28	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	29			30	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	31	0	0	32	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	33		0 0	34	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	35			36	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	37	0	0	38	20 A	--	1	EXISTING RECEPT CKT
EXISTING RECEPT CKT	1	--	20 A	39		0 0	40	20 A	--	1	EXISTING RECEPT CKT
EXISTING FIRE PLACE	1	--	20 A	41			42	20 A	--	1	EXISTING RECEPT CKT
EXISTING RTU A	3	--	70 A	43	0	0	44				
			45		0	0	46	70 A	--	3	EXISTING RTU B
SPARE	1	--	20 A	47			48				
SPARE	1	--	20 A	49	0	0	50				
EXISTING INSTANT WATER HEATER	2	--	30 A	51			52	40 A	--	3	EXISTING RTU C
			53			0	0	54			
EXISTING INSTANT WATER HEATER	2	--	30 A	55	0	0	56	20 A	--	1	EXISTING RECEPT RM 113 STORY
			57			0	0	58	20 A	--	1
EXISTING EMERGENCY LIGHTS AND LOOKS	1	--	20 A	59			60	20 A	--	1	EXISTING COPIER 47
SPACE	1	--	--	61	0		62				
EXISTING 3M SECURITY	1	--	20 A	63		--	64				
RECEPTACLE	1	20 A	65			0	66				
			67	720			68				
			69				70				
			71				72				
			73				74				
			75				76				
			77				78				
			79				80				
			81				82				
			83				84				
				720 VA	0 VA	0 VA					
				6 A	0 A	0 A					
LEGEND: "G" INDICATES GFCI TYPE BREAKER, "L" INDICATES PROVIDE LOOKABLE HASP "F" INDICATES RED LOCK-ON HASP											
LOAD CLASSIFICATION	CONNECTED LOAD			DEMAND FACTOR		ESTIMATED DEMAND		PANEL TOTALS			
RECEPTACLE	720 VA			100.00%		720 VA		TOTAL CONN. LOAD: 720 VA			
								TOTAL EST. DEMAND: 720 VA			
								TOTAL CONN.: 2 A			
								TOTAL EST. DEMAND: 2 A			
NOTES:											



ELECTRICAL DEMOLITION NOTES

- A. DEMOLITION DRAWINGS PRESENT LAYOUT OF EXISTING CONDITIONS AND MAJOR MECHANICAL/ELECTRICAL ITEMS. FIELD VERIFY EXISTING CONDITIONS AND BECOME FAMILIAR WITH EXISTING ELECTRICAL SYSTEM AND DEMOLITION SCOPE BEFORE WORK BEGINS.
- B. ADDITIONAL COMPONENTS MAY EXIST WHICH ARE NOT SHOWN. HANDLE SUCH ITEMS IN A MANNER SIMILAR TO THOSE ITEMS WHICH ARE SHOWN.
- C. REMOVE ELECTRICAL FACILITIES AND CLEAR THE AREA TO RECEIVE THE NEW WORK.
- a. REMOVE ALL CONDUIT, WIRE, BOXES, ETC., AS REQUIRED BY WALL AND CEILING DEMOLITION.
- b. IDENTIFY THE LOCATION OR ITEMS SERVED FOR ALL DISCONNECTED BRANCH CIRCUITS BEFORE DEMOLITION. MAINTAIN CIRCUITS SERVING AREAS BEYOND THE DEMOLITION AREA.
- c. REMOVE AND REINSTALL CEILING TILES AS REQUIRED TO REMOVE THE ELECTRICAL FACILITIES NOTED. REPLACE CEILING TILES DAMAGED DURING DEMOLITION.
- d. KEEP EXISTING SYSTEMS OPERATIONAL DURING ALL PHASES OF CONSTRUCTION UNLESS NECESSARY FOR DEMOLITION.
- e. OBTAIN OWNER'S PERMISSION TO SHUT OFF SERVICES OR SYSTEMS WHICH MAY AFFECT OTHER AREAS BEYOND DEMOLITION AREA. INFORM OWNER AS TO THE REASON FOR AND THE DURATION OF THE SHUTDOWN.
- f. REPAIR AT CONTRACTORS EXPENSE ANY DAMAGED CONDUIT OR WIRE NOT IDENTIFIED FOR DEMOLITION.
- g. INSTALL BLANK COVERPLATES/COVERS OVER OPENINGS AT REMOVED DEVICE LOCATIONS.
- D. ALL WIRING FOR REMODELED AREAS SHALL BE NEW UNLESS SPECIFICALLY NOTED OTHERWISE.
- E. PROTECT EXISTING DEVICES IDENTIFIED TO REMAIN OR BE RELOCATED. IF AN EXISTING DEVICE CANNOT BE REINSTALLED NOTIFY DESIGN TEAM DURING DEMOLITION. REPLACE FUNCTIONING ITEMS DAMAGED DURING DEMOLITION.
- F. REMOVED/DEMOLISHED EQUIPMENT REMAINS THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED. VERIFY OWNERS SALVAGE SELECTIONS AND DISPOSE ALL OTHER MATERIALS.
- G. PLAN ABBREVIATIONS:
E - EXISTING ITEM TO REMAIN
ER - NEW LOCATION OF EXISTING ITEM
N - NEW ITEM IN EXISTING LOCATION
R - EXISTING ITEM TO BE REMOVED, PATCH AND/OR COVER
RN - REPLACE EXISTING WITH NEW
RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

KEYNOTES

- 1 REMOVE EXISTING RTU CONNECTION ON ROOF

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Key Plan

Revision	Description	Date
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OPN Project No.

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100% CONSTRUCTION DOCUMENTS

Sheet Name

ELECTRICAL DEMOLITION

Sheet Number

Page 844 of 1186

ED101

Page 844 of 1186

PLUMBING - NOTES

- COORDINATE WORK WITH ALL OTHER TRADES AS DESCRIBED IN MECHANICAL GENERAL NOTE #1.
- PROVIDE A COMPLETE PLUMBING SYSTEM INCLUDING PIPE, INSULATION, HANGERS, SUPPORTS, EQUIPMENT, WATER HEATERS, FIXTURES, MIXING VALVES, VALVES, ACCESSORIES AND SPECIALTIES. INSTALL ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. SIZE AND INSTALL PLUMBING SYSTEM PER PLUMBING CODE. COMPLY WITH ALL LOCAL AND STATE CODES AND OWNER'S REQUIREMENTS.
- DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF PLUMBING SYSTEM.
- EXISTING PLUMBING DISTRIBUTION AND EQUIPMENT SHOWN ARE BASED ON NON-DESTRUCTIVE SITE OBSERVATION AND AS-BUILT DOCUMENTS PROVIDED BY THE OWNER. FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATING UNDER FLOOR PIPING AND PIPING CONCEALED IN BUILDING ASSEMBLIES WHERE WORK IS REQUIRED.
- SEAL ALL WALL PIPE PENETRATIONS. PROVIDE THROUGH-PENETRATION FIRESTOPPING WHERE REQUIRED. REFER TO ARCHITECTURAL DRAWINGS FOR WALL, FLOOR, AND CEILING ASSEMBLY RATINGS.
- CONTINUE PIPE INSULATION THROUGH WALL, FLOOR, AND CEILING PENETRATIONS UNBROKEN. SEAL AROUND PIPE INSULATION AT PENETRATIONS.
- VERIFY WITH ENGINEER FOR ANY FIXTURES NOT TAGGED OR PIPED PRIOR TO ANY WORK. CONTRACTOR IS RESPONSIBLE FOR ALL PLUMBING FIXTURES SHOWN ON ARCHITECTURAL DRAWINGS; TAGGED OR NOT TAGGED ON PLUMBING / MECHANICAL DRAWINGS UNLESS SPECIFICALLY NOTED AS EXCLUDED FROM SCOPE.

FIRE PROTECTION - NOTES

- COORDINATE WORK WITH ALL OTHER TRADES AS DESCRIBED IN MECHANICAL GENERAL NOTE #1.
- PROVIDE A COMPLETE FIRE PROTECTION SYSTEM INCLUDING PIPE, SPRINKLERS, COVERS, VALVES, FLOW SWITCHES, HANGERS, SUPPORTS, EQUIPMENT, AND ALL APPURTENANCES. INSTALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. SIZE AND INSTALL FIRE PROTECTION SYSTEM PER NFPA 13. COMPLY WITH ALL LOCAL AND STATE CODES AND REQUIREMENTS.
- DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF FIRE PROTECTION SYSTEM. ROUTE PIPING TO AVOID AND/OR MINIMIZE CONFLICT WITH OTHER TRADES. PIPING REQUIRED TO BE SLOPED HAS PRIORITY IN COORDINATION.
- LOCATE SPRINKLER HEADS TO PROVIDE SUFFICIENT COVERAGE IN INDIVIDUAL SPACES WITHOUT CONFLICT WITH LIGHTS, DIFFUSERS, AIR TERMINALS, AND OTHER CEILING ELEMENTS.
- PROVIDE MANUAL DRAIN VALVES AT ALL LOW POINTS IN THE SYSTEM WHERE OFFSETS ARE REQUIRED TO AVOID COORDINATION CONFLICTS.
- CENTER SPRINKLER HEADS WITHIN CEILING TILES OR AS INDICATED ON THE ARCHITECTURAL REFLECTED CEILING PLAN (RCP) UNLESS INDICATED OTHERWISE.
- INSTALL DRY TYPE HEADS TO **COVER** EXTERIOR CANOPIES OR AREAS EXPOSED TO FREEZING CONDITIONS.
- DO NOT INSTALL SPRINKLER MAINS SHALL THROUGH COMMUNICATION OR ELECTRICAL ROOMS. INSTALL SIDEWALL SPRINKLER HEADS IN COMMUNICATION AND ELECTRICAL ROOMS WITH NO PIPING INSIDE THE ROOM WHENEVER POSSIBLE.
- DO NOT INSTALL SPRINKLER PIPING OR SPRINKLERS THAT ENCR OACH ON THE REQUIRED CLEARANCE OF ANY OTHER EQUIPMENT. RELOCATE PIPING AND HEADS WHERE CLEARANCES ARE OBSTRUCTED.
- INCLUDE COST TO REMOVE AND REPLACE ALL EXISTING PIPING IN OUTLINED SCOPE OF WORK AREA, AS THE EXISTING PIPING MAY CONFLICT WITH NEW DUCTWORK. NEW DUCTWORK HAS PRIORITY OVER NEW AND EXISTING SPRINKLER PIPING.



GENERAL NOTE:

UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN SHOWN BASED UPON INFORMATION OBTAINED FROM FIELD LOCATIONS BY UTILITY COMPANIES, AVAILABLE SURVEYS AND RECORDS. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS ALSO POSSIBLE THAT THERE MAY BE OTHER UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES IN EXISTENCE THAT ARE NOT SHOWN. IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL PARTY REFERENCING THIS PLAN TO DETERMINE THE EXACT LOCATION AND TYPE OF UNDERGROUND FACILITIES ON THE SITE. HAND EXCAVATE AT CRITICAL POINTS AS NECESSARY TO VERIFY LOCATIONS, SIZES, ELEVATIONS, FLOW LINES, ETC. IF A PROBLEM OR INTERFERENCE EXISTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING.

MECHANICAL ABBREVIATIONS

ABSOR	ABSORPTION	FT	FINTURE
ACU	AIR CONDITIONING UNIT	FTG	FOOTING
AD	ACCESS DOOR OR AREA DRAIN	GA	GAGE
AF	ABOVE FINISHED FLOOR	GAL	GALLON
AFG	ABOVE FINISHED GRADE	GALV	GALVANIZED
AHU	AIR HANDLING UNIT	GC	GENERAL CONTRACTOR
AV	AIR VENT	GW	GREASE WASTE
BT	BOTTOM	GPH	GALLONS PER HOUR
BTU	BRITISH THERMAL UNIT	GPM	GALLONS PER MINUTE
BTUH	BTU PER HOUR	HR	HOUR
BV	BALL VALVE	HTG	HEATING
CA	COMPRESSED AIR	HB	HOSE BIBB
CB	CATCH BASIN	ISP	INTERNAL STATIC PRESSURE
CENT	CENTRIFUGAL	JR	JANITOR RECEPTOR
CFM	CUBIC FEET PER MINUTE	LAV	LAVATORY
CI	CAST IRON	LDBT	LEAVING DRY BULB
CL	CENTER LINE	LDBT	TEMPERATURE
COND	CONDENSATE	LWT	LEAVING WATER
CO	CLEAN OUT	TEMP	TEMPERATURE
CONC	CONCRETE	LWBT	LEAVING WET BULB
CONTR	CONTRACTOR	TEMP	TEMPERATURE
CP	CONDENSATE PUMP/CIRC. PUMP	MB	MOT BASIN
CJ	COPPER	MBH	1000 BTUH
CUH	CABINET UNIT HEATER	MC	MECHANICAL CONTRACTOR
CWP	CIRCULATING WATER PUMP	MECH	MECHANICAL
DDC	DIRECT DIGITAL CONTROLS	MH	MANHOLE
DN	DOWN	NTS	NOT TO SCALE
DR	DRAIN	OA	OUTSIDE AIR
DS	DOWNSPOUT	OD	OVERFLOW ROOF DRAIN
EA	EXHAUST AIR	PC	PLUMBING CONTRACTOR
EAT	EXHAUST AIR TEMPERATURE	PSI	POUNDS PER SQUARE INCH
EC	ELECTRICAL CONTRACTOR	PRV	POWER ROOF VENTILATOR
EDBT	ENTERING DRY BULB	PRV	PRESSURE REDUCING VALVE
TEMP	TEMPERATURE	PV	PRESSURE VENT
EEW	EMERGENCY EYE WASH	PVC	POLYVINYL CHLORIDE
EF	EXHAUST FAN	RA	RETURN AIR
EJ	EXPANSION JOINT	RD	ROOF DRAIN
EQUIP	EQUIPMENT	RH	RELATIVE HUMIDITY
ESE	EMERGENCY SHOWER/EYEWASH	RTU	ROOF TOP UNIT
EST	EXTERNAL STATIC PRESSURE	RV	RELIEF VALVE
EWBT	ENTERING WET BULB	RVT	ROOF VENT TERMINATION
FD	FLOOR DRAIN	SA	SINK
EW	ELECTRIC WATER COOLER	SH	SUPPLY AIR
EWT	ENTERING WATER	SH	SHOWER
EX	EXISTING	SO	STORM OVERFLOW
EXH	EXHAUST	ST	STORM
EXP	EXPANSION	TCC	TEMPERATURE CONTROL
FAI	FRESH AIR INTAKE	TYP	TYPICAL
FCU	FAN COIL UNIT	UH	UNIT HEATER
FD	FLOOR DRAIN	UR	URNAL
FDC	FIRE DEPARTMENT CONNECTION	UV	UNIT VENTILATOR
FLEX	FLEXIBLE	VA	VENTILATION AIR
FLR	FLOOR	VTR	VENT THROUGH ROOF
FPM	FEET PER MINUTE	WB	WALL BOX - CONDENSATE
FPS	FEET PER SECOND	WC	WATER CLOSET
FS	FLOOR SINK	WHA	WATER HAMMER ARRESTOR
FSEC	FOOD SERVICE EQUIPMENT CONSULTANT	WH	WATER HEATER

MECHANICAL - GENERAL NOTES

- COORDINATE MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. BEGIN INSTALLATION AND ROUGH-IN AFTER COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION IS COMPLETE. COORDINATE BUILDING STRUCTURE, ARCHITECTURAL ASSEMBLIES, SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR REWORK ASSOCIATED WITH FAILURE TO COORDINATE.
- INCORPORATE MECHANICAL SPECIFICATIONS, DRAWINGS, STATE AND LOCAL CODES, AND OWNER STANDARDS INTO WORK.
- WARNING - CALL 48 HOURS BEFORE YOU DIG: LAW REQUIRES ANYONE DOING ANY EXCAVATION, FENCING, PLANTING OR DRILLING TO CALL 48 HOURS IN ADVANCE. HAND DIG WITHIN 18 INCHES OF ANY LOCATE MARK OR FLAG. ONE CALL 811.
- REFER TO ARCHITECTURAL SPECIFICATIONS FOR THROUGH-PENETRATION FIRESTOPPING AND TO ARCHITECTURAL CODE PLAN FOR FIRE RATED WALLS, FLOORS, AND CEILINGS. EACH TRADE IS RESPONSIBLE TO FIRESTOP PENETRATIONS THROUGH RATED ASSEMBLIES.
- EACH TRADE IS RESPONSIBLE FOR MAKING PENETRATIONS WHERE REQUIRED IN EXISTING WALLS, FLOORS, CEILINGS, AND ROOFS. MAKE PENETRATIONS NEAT. PATCH, CONCEAL, OR CAULK OVERCUT.
- COVER** EXPOSED WALL PENETRATIONS WITH ESCUTCHEONS OR SHEET METAL AS APPROPRIATE.
- CAULK ALL CONCEALED AND EXPOSED PIPING AND DUCT WALL PENETRATIONS TO PREVENT NOISE TRANSFER BETWEEN SPACES.
- CREATE OPENINGS IN THE BUILDING THAT ARE REQUIRED TO REMOVE EXISTING ITEMS AND TO BRING IN NEW EQUIPMENT. PATCH ALL OPENINGS CREATED AND FINISHED WITH MATERIALS TO MATCH EXISTING CONDITIONS. INCLUDE THIS NOTE IN BID.

MECHANICAL – DEMOLITION NOTES

- MECHANICAL DEMOLITION DRAWINGS SHOWING EXISTING CONDITIONS HAVE BEEN PREPARED BASED ON NON-DESTRUCTIVE FIELD OBSERVATION AND AS-BUILT DRAWINGS PROVIDED BY THE OWNER. FIELD VERIFY EXISTING SYSTEMS BEFORE BEGINNING WORK. NOTIFY ARCHITECT/ENGINEER IF EXISTING CONDITIONS ARE MATERIALLY DIFFERENT THAN THOSE SHOWN ON THE PLANS.
- BE FAMILIAR WITH EXISTING MECHANICAL SYSTEMS THAT WILL BE AFFECTED BY THE DEMOLITION WORK. OBTAIN PERMISSION FROM THE OWNER'S REPRESENTATIVE TO SHUT OFF SERVICES OR SYSTEMS THAT AFFECT AREAS BEYOND THE LIMITS OF THE IMMEDIATE DEMOLITION AREA. INFORM THE OWNER'S REPRESENTATIVE OF THE REASON FOR AND DURATION OF THE SHUT-DOWN. MINIMIZE IMPACT TO OTHER AREAS. PROCEED WITH THE SHUT-DOWN AFTER PERMISSION FROM THE OWNER IS GRANTED.
- REMOVE PIPING, HANGERS, DUCTWORK, GRILLES, REGISTERS, DIFFUSERS, ETC. THAT ARE INDICATED TO BE REMOVED IN A TIMELY MANNER IN ACCORDANCE WITH THE GENERAL DEMOLITION SPECIFICATIONS. COORDINATE WITH THE OWNER AND OTHER CONTRACTORS.
- UNLESS EQUIPMENT TO BE REMOVED IS NOTED AS OWNER'S SALVAGE, DISPOSE OF EQUIPMENT AND/OR MATERIALS INDICATED TO BE REMOVED PROMPTLY.
- REMOVE ALL ABANDONED PIPING AND DUCTWORK THAT IS EXPOSED OR ACCESSIBLE WITHOUT WALL OR CEILING DEMOLITION. REFER TO ARCH PLANS FOR CEILINGS TO BE REMOVED.
- REPAIR OR REPLACE TELECOMMUNICATIONS FACILITIES OR EQUIPMENT FOUND TO BE DAMAGED OR NON-FUNCTIONAL AFTER SUBSTANTIAL COMPLETION.

HVAC - NOTES

- COORDINATE WORK WITH ALL OTHER TRADES AS DESCRIBED IN MECHANICAL GENERAL NOTE #1.
- PROVIDE A COMPLETE HVAC SYSTEM, INCLUDING SUPPLY, RETURN, EXHAUST, AND VENTILATION DUCTWORK, MECHANICAL EQUIPMENT, SUPPORTS, HANGERS, DIFFUSERS, GRILLES, REGISTERS, AND ALL APPURTENANCES. INSTALL ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. INSTALL SYSTEM TO MEET ALL CITY AND STATE CODES AND REQUIREMENTS.
- DRAWING PLANS, SCHEMATICS, AND DIAGRAMS INDICATE GENERAL LOCATION AND ARRANGEMENT OF DUCT SYSTEM, INDICATED DUCT LOCATIONS, CONFIGURATIONS, AND ARRANGEMENTS WERE USED TO SIZE DUCTS AND CALCULATE FRICTION LOSS FOR AIR. HANDLING EQUIPMENT SIZING AND FOR OTHER DESIGN CONSIDERATIONS. INSTALL DUCT SYSTEMS AS INDICATED UNLESS DEVIATIONS TO LAYOUT ARE APPROVED BY ARCHITECT/ENGINEER.
- ALL DUCT DIMENSIONS INDICATED ARE INTERIOR FREE AREA DUCT DIMENSIONS AND DO NOT INCLUDE INSULATION REQUIREMENTS.
- SEAL ALL WALL AND FLOOR DUCT PENETRATIONS. PROVIDE FIRE CAULKING ASSEMBLIES FOR PENETRATIONS OF RATED ASSEMBLIES. REFER TO ARCHITECTURAL DRAWINGS FOR ASSEMBLY RATINGS.
- CONTINUE DUCT AND PIPE INSULATION THROUGH WALLS, FLOORS, AND CEILING PENETRATIONS UNBROKEN, EXCEPT WHERE FIRE OR FIRE/SMOKE DAMPERS ARE INSTALLED IN DUCTWORK. SEAL AROUND DUCT INSULATION AT WALL PENETRATIONS.

PIPING LEGEND - PLUMBING

AV	---	ACID VENT
AW	---	ACID WASTE
CA	---	COMPRESSED AIR
CW	---	DOMESTIC COLD WATER
HW	---	DOMESTIC HOT WATER
DSW	---	DOMESTIC SOFT WATER
GW	---	GREASE WASTE
G	---	NATURAL GAS
GV	---	NATURAL GAS VENT
NPCW	---	NON-POTABLE COLD WATER
NPHW	---	NON-POTABLE HOT WATER
NPSW	---	NON-POTABLE SOFT WATER
OSW	---	OIL / SAND WASTE
PA	---	PROCESSED AIR
LP	---	PROPANE
PD	---	PUMPED DISCHARGE
RHW	---	RECIRCULATING HOT WATER
SAN	---	SANITARY
ST	---	STORM
SO	---	STORM OVERFLOW
P	---	TRAP PRIMER
V	---	VENT

PIPING LEGEND - FIRE PROTECTION

FPD	---	FIRE PROTECTION DRY
FPF	---	FIRE PROTECTION PRE-ACTION
FPW	---	FIRE PROTECTION WET

PIPE FITTINGS

SINGLE LINE	DOUBLE LINE
ELBOW	ELBOW
ELBOW - DOUBLE BRANCH	ELBOW - DOUBLE BRANCH
ELBOW - OUTLET DOWN	ELBOW - OUTLET DOWN
ELBOW - OUTLET UP	ELBOW - OUTLET UP
ELBOW - LONG RADIUS	ELBOW - LONG RADIUS
ELBOW - SHORT RADIUS	ELBOW - SHORT RADIUS
45° ELBOW	45° ELBOW
TEE - VENT	TEE - VENT
TEE - SANITARY	TEE - SANITARY
TEE - OUTLET DOWN	TEE - OUTLET DOWN
TEE - OUTLET UP	TEE - OUTLET UP
TEE - SIDE OUTLET DOWN	TEE - SIDE OUTLET DOWN
TEE - SIDE OUTLET UP	TEE - SIDE OUTLET UP
CROSS - VENT	CROSS - VENT
CROSS - SANITARY	CROSS - SANITARY
LATERAL	LATERAL
TEE - SINGLE SWEEP "COMBO WYE"	TEE - SINGLE SWEEP "COMBO WYE"
REDUCER - CONCENTRIC	REDUCER - CONCENTRIC
REDUCER - ECCENTRIC	REDUCER - ECCENTRIC
CAPPED CONNECTION	CAPPED CONNECTION
FLANGED CONNECTION	FLANGED CONNECTION

PLUMBING ACCESSORY LEGEND

HB	HOSE BIBB
RH	ROOF HYDRANT
CO	CLEAN OUT
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
#\"/>	VENT THRU ROOF (# DENOTES PIPE DIAMETER)
RD / ORD	ROOF DRAIN / OVERFLOW ROOF DRAIN
RD	COMBO ROOF/OVERFLOW DRAIN
LT	LAMB TONGUE
	BACKFLOW PREVENTER
	VALVE - BALL / SHUT-OFF

NOTE: ALL SYMBOLS MAY NOT APPLY TO THIS PROJECT

GENERAL SYMBOLS

	EXISTING = HALFTONE LINEWORK
	NEW = DARK LINEWORK
	DEMO = DASHED DARK LINEWORK
	BELOW GRADE = LONG DASHED DARK LINEWORK
	NEW CONNECTION POINT
	POINT OF DISCONNECT
	KEYNOTE
	EQUIPMENT IDENTIFICATION TAG
	DETAIL DRAWING REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	SECTION CUT REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE
	INTERIOR ELEVATION DRAWING REFERENCE TAG

H.V.A.C. / DUCTWORK SYMBOLS

RECT.	RND.	OVAL

PIPING LEGEND - MECHANICAL

CD	---	CONDENSATE DRAIN
PC	---	PUMPED CONDENSATE
RS	---	REFRIGERANT GAS
RL	---	REFRIGERANT LIQUID

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Key Plan:

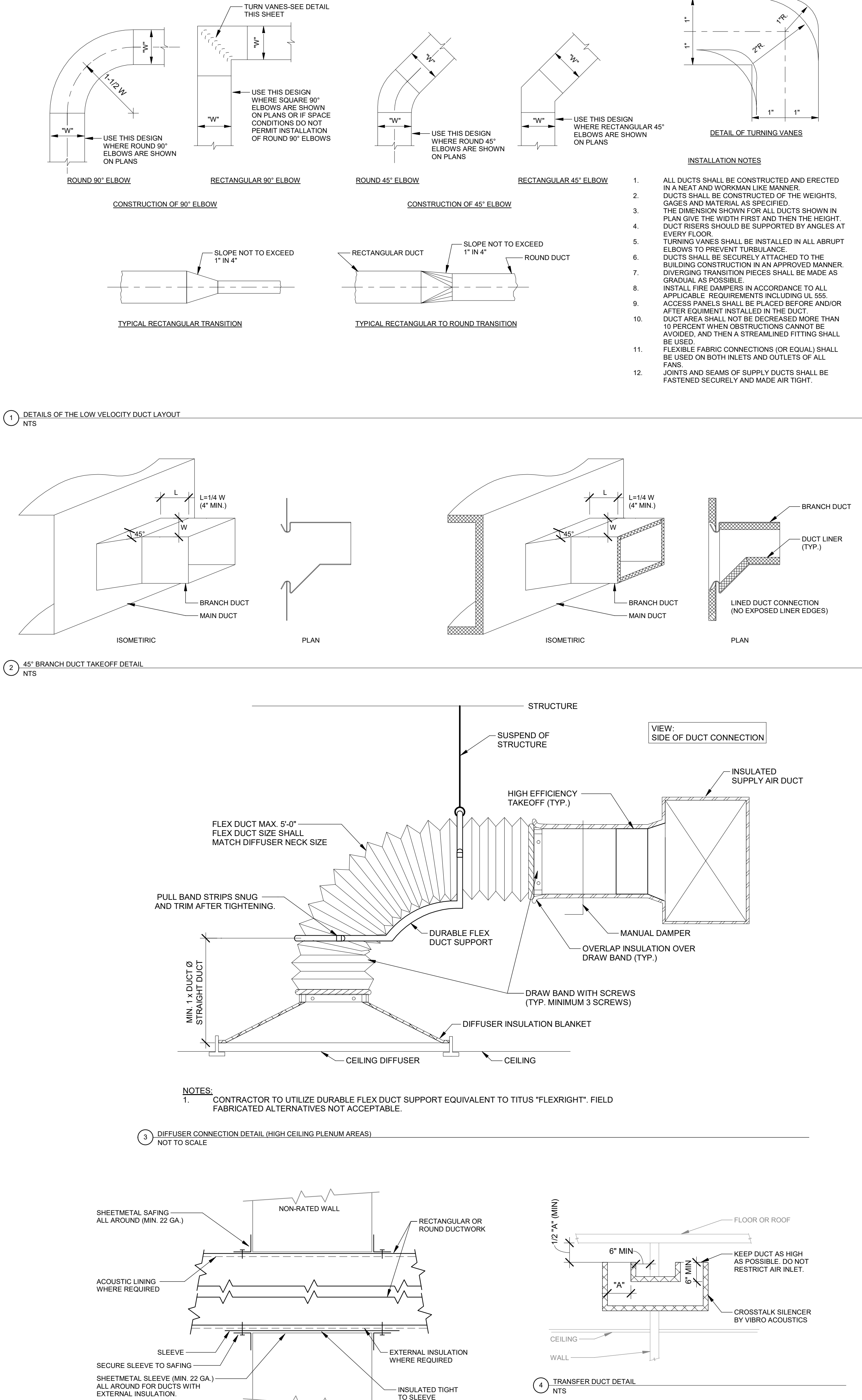
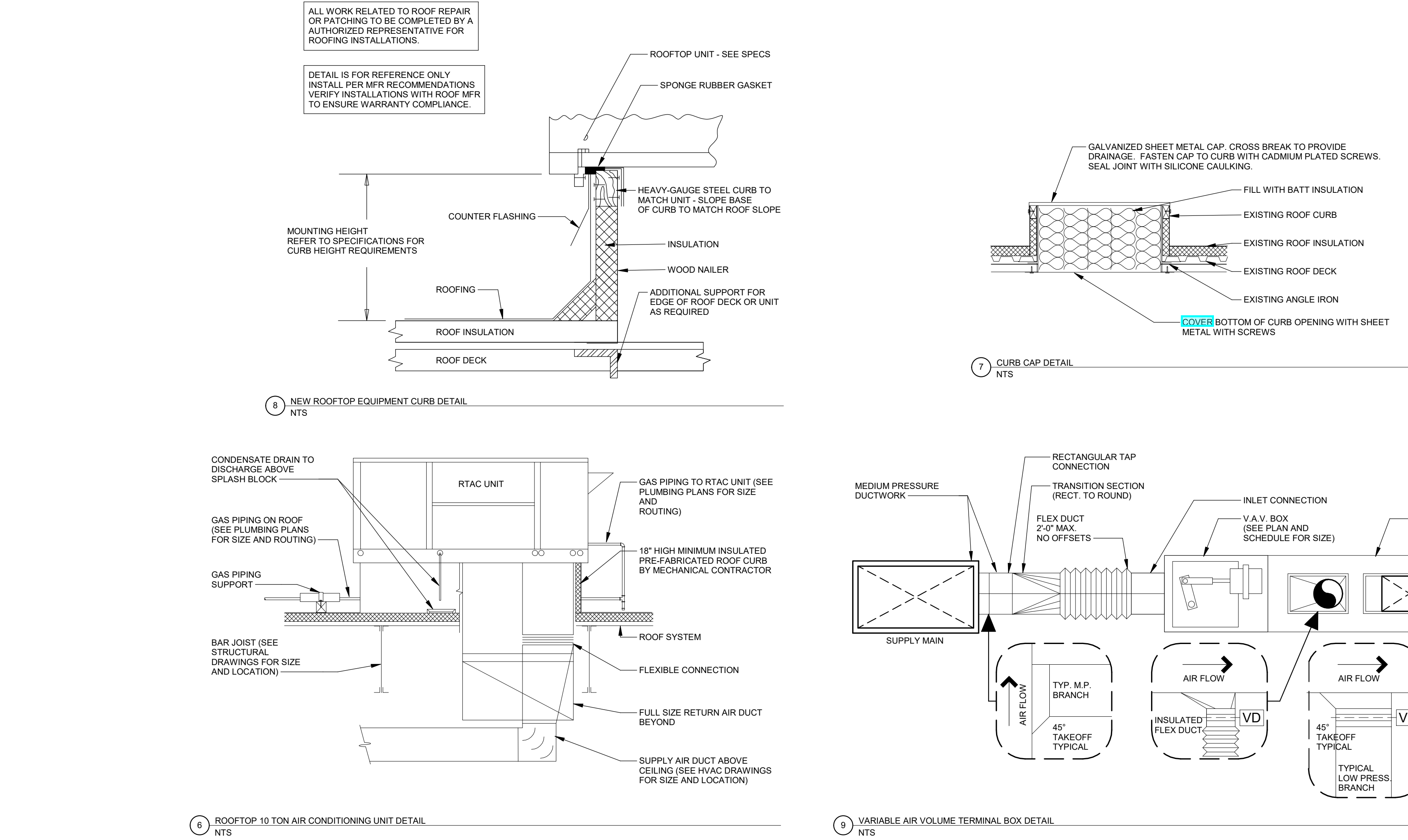
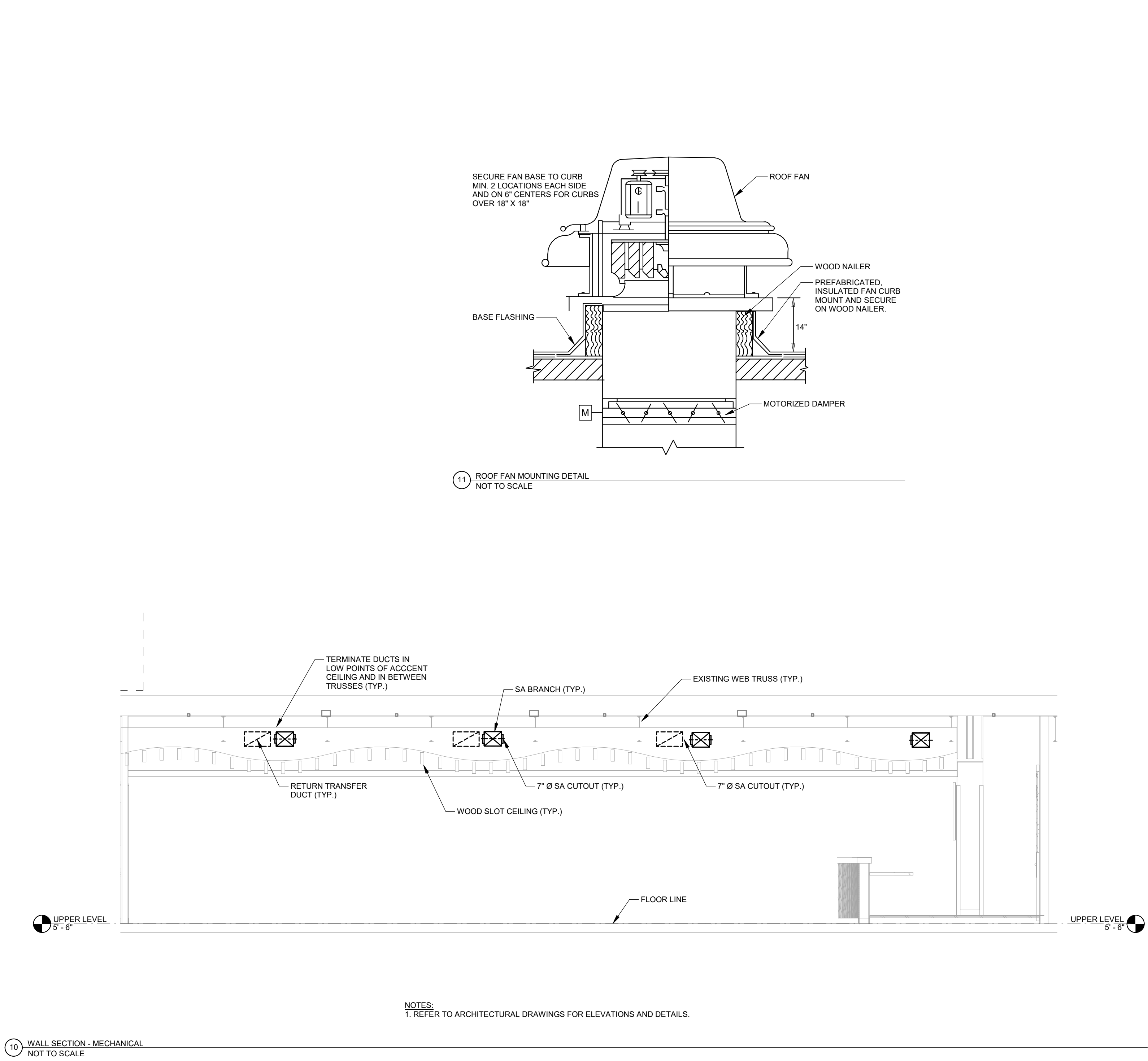
Revision Description Date



GENERAL NOTES:

- A. REFER TO M300 FOR GENERAL NOTES & SYMBOLS.
- B. REFER TO M300 FOR MECHANICAL DETAILS.
- C. REFER TO M400 FOR CONTROLS SEQUENCES AND DIAGRAMS.
- D. REFER TO M500 FOR MECHANICAL SCHEDULES.
- E. BRANCH DUCT SIZES TO AIR TERMINALS SHALL MATCH NECK SIZE OF GRILLE, REGISTER, OR DIFFUSER UNLESS NOTED OTHERWISE.
- F. MAXIMUM FLEXIBLE DUCT LENGTH TO DIFFUSERS SHALL BE 60', WITH MAXIMUM OF ONE 90 DEGREE ELBOW.
- G. BRANCH DUCT SIZES TO TERMINAL AIR BOXES SHALL MATCH INLET SIZE, UNLESS NOTED OTHERWISE.
- H. MAXIMUM FLEXIBLE DUCT LENGTH TO TERMINAL AIR BOXES SHALL BE 36'. NO BENDS ARE ALLOWED.
- I. PROVIDE MINIMUM OF ONE RECTANGULAR MITERED ELBOW WITH TURNING VANES DOWNSTREAM OF EACH TERMINAL AIR BOX FOR SOUND ATTENUATION PURPOSES.
- J. ROUTE AND SIZE REFRIGERANT PIPING PER MANUFACTURER RECOMMENDATIONS.

Revision	Description	Date
Addendum #1		11/15/2024
Addendum #2		11/17/2024



VAV BOX SEQUENCE OF OPERATION

SPACE SETPOINT CONTROL:

-ON A RISE IN SPACE TEMPERATURE 1°F (ADJ.) ABOVE SETPOINT, THE VAV DAMPER SHALL MODULATE TOWARDS OPEN TO MAINTAIN COOLING SETPOINT. THE HEATING CONTROL VALVE SHALL BE CLOSED. AS THE SPACE TEMPERATURE BEGINS TO FALL 1°F (ADJ.) BELOW ROOM SETPOINT, THE DAMPER SHALL MODULATE TO MINIMUM POSITION TO MAINTAIN SPACE SETPOINT. IF BOX REACHES ITS MINIMUM POSITION AND SPACE TEMPERATURE CONTINUES TO FALL, THE HEATING WATER VALVE SHALL MODULATE OPEN ALONG WITH THE DAMPER TO MAINTAIN SPACE SETPOINT TEMPERATURE. A DISCHARGE AIR TEMPERATURE SENSOR DOWNSTREAM OF THE BOX SHALL BE MONITORED AND USED TO LIMIT THE DISCHARGE AIR TEMPERATURE TO 56°F (ADJ.) DURING THE OCCUPIED MODE. SAFE MODE. IF DUCT TEMPERATURE SENSOR SENSES TEMPS. BELOW 40°F (ADJ.) OPEN THE HOT WATER VALVE TO FULL OPEN. TO PREVENT FREEZING OF COIL.

SPACE CO2 CONTROL:

-WHEN SPACE CO2 LEVELS EXCEED 800 PPM (ADJ.) ABOVE OUTDOOR AIR AMBIENT CONDITIONS, MODULATE DAMPER OPEN TO MAINTAIN LEVELS BELOW 800 PPM (ADJ.) WHEN CO2 LEVELS DROP BELOW 800 PPM (ADJ.) FOR 10 MINUTES (ADJ.) RETURN DAMPER TO ITS NORMAL POSITION. THE DDC SYSTEM SHALL UTILIZE FEEDBACK FROM THE VAV BOX DAMPER POSITION TO BE USED TO RESET DUCT STATIC PRESSURE. THE DDC SYSTEM SHALL RECEIVE FEEDBACK FROM THE CO2 SENSOR TO BE UTILIZED FOR CONTROL OF THE OUTDOOR AIR DAMPER IN RTU-1 AND RTU-2.

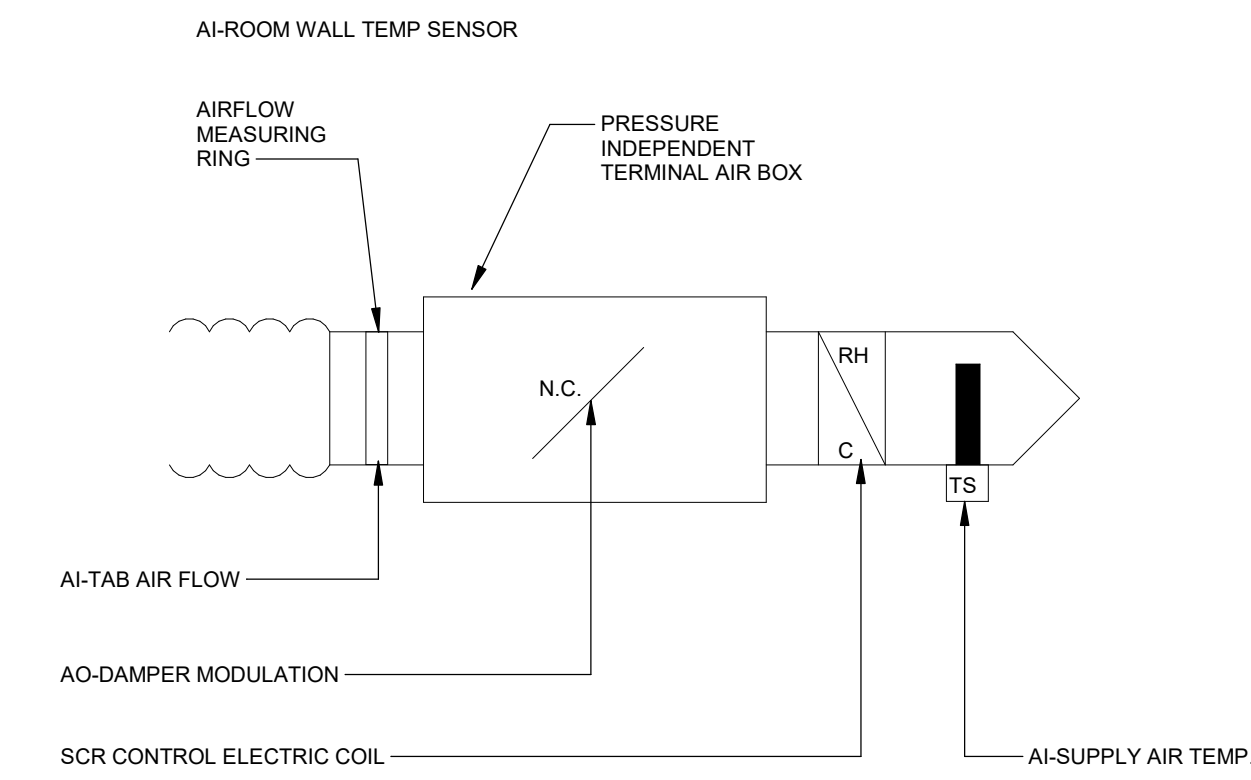
ALARMS:

-AN ALARM SHALL BE GENERATED IF ROOM TEMPERATURE IS MORE THAN 2°F (ADJ.) ABOVE OR BELOW SPACE SETPOINT.

TRENDS:

-ALL POINTS SHALL BE HISTORICALLY TRENDED. TREND POINTS AT 15 MIN. INTERVALS OVER A MINIMUM 24 HOUR PERIOD OF TIME.

NOTES:
-TEMPERATURE CONTROL ZONES SHOWN WITH TWO OR MORE TEMPERATURE SENSORS SHALL BE CONTROLLED BASED ON SPACE TEMPERATURE AVERAGING.



VAV BOX CONTROL DIAGRAM - HW REHEAT COIL

1 VAV BOX CONTROL DIAGRAM - HW REHEAT COIL
NTS

RTU SEQUENCE OF OPERATION

GENERAL:

-AIR HANDLING UNIT SHALL BE CONTROLLED BY FACTORY PACKAGED CONTROLLER AND SHALL COMMUNICATE WITH THE DDC SYSTEM VIA A BACnet MS/TP CONNECTION. THE POINTS LISTED ARE BASIC POINTS THAT SHOULD BE FACTORY INSTALLED BY THE UNIT MANUFACTURER UNLESS SPECIFICALLY LISTED AS DUCT MOUNTED OR REMOTE MOUNTED. THE TEMPERATURE CONTROL CONTRACTOR SHALL BE RESPONSIBLE TO WORK WITH MANUFACTURER TO INCORPORATE POINTS AND PROVIDE PROGRAMMING NECESSARY TO ACCOMPLISH THE BASIC OPERATING SEQUENCES AS LISTED BELOW.

SEQUENCE OF OPERATION:

-DDC SYSTEM SHALL SEND A START SIGNAL TO THE ROOF TOP UNIT INDEXING THE UNIT TO RUN. THE SUPPLY FAN SHALL RUN CONTINUOUSLY DURING OCCUPIED MODE. % SPEED SHALL BE ESTABLISHED BY THE REMOTE DUCT STATIC PRESSURE SENSOR. THE SUPPLY FAN SHALL CYCLE ON AND OFF DURING UNOCCUPIED TIMES TO MAINTAIN SPACE SET POINT TEMPERATURES.

-WHEN THE RTU IS COMMANDED TO RUN THE FOLLOWING SHALL OCCUR:

- OUTSIDE AIR DAMPER SHALL MODULATE TO A 10% MINIMUM POSITION (ADJ.) TO PROVIDE CALCULATED MINIMUM OUTSIDE AIR FLOW.

-DUCT STATIC SETPOINT SHALL BE RESET BY THE DDC SYSTEM TO MAINTAIN AT LEAST ONE SUPPLY VAV DAMPER 90% TO 95% (ADJ.) OPEN. THE DDC SYSTEM SHALL UTILIZE DAMPER POSITION FEEDBACK FROM ALL OF THE NEW SUPPLY BOXES (INSTALLED FOR THIS PROJECT) TO RESET THE STATIC PRESSURE SETPOINT. THE DDC SYSTEM SHALL SEND SIGNAL TO THE RTU CONTROLLER TO ADJUST VFD SPEED. TEMPERATURE CONTROL CONTRACTOR SHALL COORDINATE THIS INTERFACE WITH UNIT MANUFACTURER.

SUPPLY AIR SETPOINT:

- WHEN O.A. TEMPERATURE IS LESS THAN 40°F (ADJ.) THE SUPPLY AIR SETPOINT SHALL BE SET AT 60°F (ADJ.)
- WHEN O.A. TEMPERATURE IS ABOVE 50°F (ADJ.) SUPPLY AIR SETPOINT SHALL BE SET AT 65°F (ADJ.)
- WHEN O.A. TEMPERATURE IS BETWEEN 40°F AND 50°F THE DDC SHALL CALCULATE THE SUPPLY AIR SETPOINT BASED ON A LINEAR EQUATION BETWEEN THE TWO TEMPERATURES.

COOLING COIL OPERATION:

-THE ROOFTOP UNIT CONTROLLER SHALL STAGE UNIT SCROLL COMPRESSORS TO MAINTAIN DISCHARGE AIR SET POINT. HOT GAS REHEAT SHALL BE STAGED TO CONTROL LEAVING AIR DEWPOINT TEMPERATURES BELOW 57°F (ADJ.)

GAS FURNACE OPERATION:

-THE UNIT CONTROLLER SHALL STAGE BURNERS TO MAINTAIN DISCHARGE AIR TEMPERATURE SET POINT. UNIT CONTROLS SHALL ALLOW FOR MORNING WARM UP SEQUENCE.

ECONOMIZER OPERATION:

-ECONOMIZER CONTROLS SHALL BE ENABLED WHEN O.A. TEMPERATURES DROP BELOW 65°F (ADJ.) AND THE OUTDOOR AIR ENTHALPY IS LESS THAN THE RETURN AIR ENTHALPY. IF THE OUTDOOR AIR TEMPERATURE RISES ABOVE 65°F (ADJ.) FOR MORE THAN 10 MINUTES (ADJ.) OR IF THE O.A. ENTHALPY RISES ABOVE THE RETURN AIR ENTHALPY, UNIT CONTROL SHALL DISABLE ECONOMIZER AND RETURN BACK TO NORMAL OPERATION. ONCE THE UNIT HAS CHANGED FROM ECONOMIZER MODE TO NORMAL MODE OR FROM NORMAL TO ECONOMIZER, THE UNIT SHOULD CONTINUE TO OPERATE IN THAT MODE FOR A MINIMUM OF 10 MINUTES TO PREVENT CYCLING OF THE UNIT.

-THE UNIT CONTROL SHALL UTILIZE THE MIXED AIR SENSOR TO OVERRIDE THE ECONOMIZER DAMPER POSITION TO PREVENT SUBCOOLING OF SUPPLY AIR TEMPERATURE.

CO2 CONTROL:

-DDC SYSTEM SHALL DETERMINE CO2 SET POINT BASED ON WORSE CASE SCENARIO FROM SENSORS INSTALLED IN THIS PROJECT. DDC SHALL SIGNAL ROOFTOP UNIT TO MODULATE THE OUTDOOR AIR DAMPER OPEN TO MAINTAIN LEVELS BELOW 800 PPM (ADJ.) ABOVE AMBIENT OUTDOOR AIR CO2 LEVELS. AS CO2 LEVELS DROP BELOW THE 800 PPM SETPOINT (ADJ.) THE OUTSIDE AIR DAMPER SHALL MODULATE TO ITS MINIMUM POSITION. ECONOMIZER CONTROL SHALL OVERRIDE CO2 CONTROL TO ALLOW ADDITIONAL OUTDOOR AIR TO BE INTRODUCED EVEN IF IT IS NOT NEEDED BASED ON CO2 LEVELS BEING BELOW THE 800 PPM SET POINT. REFER TO VAV BOX CONTROL SEQUENCE.

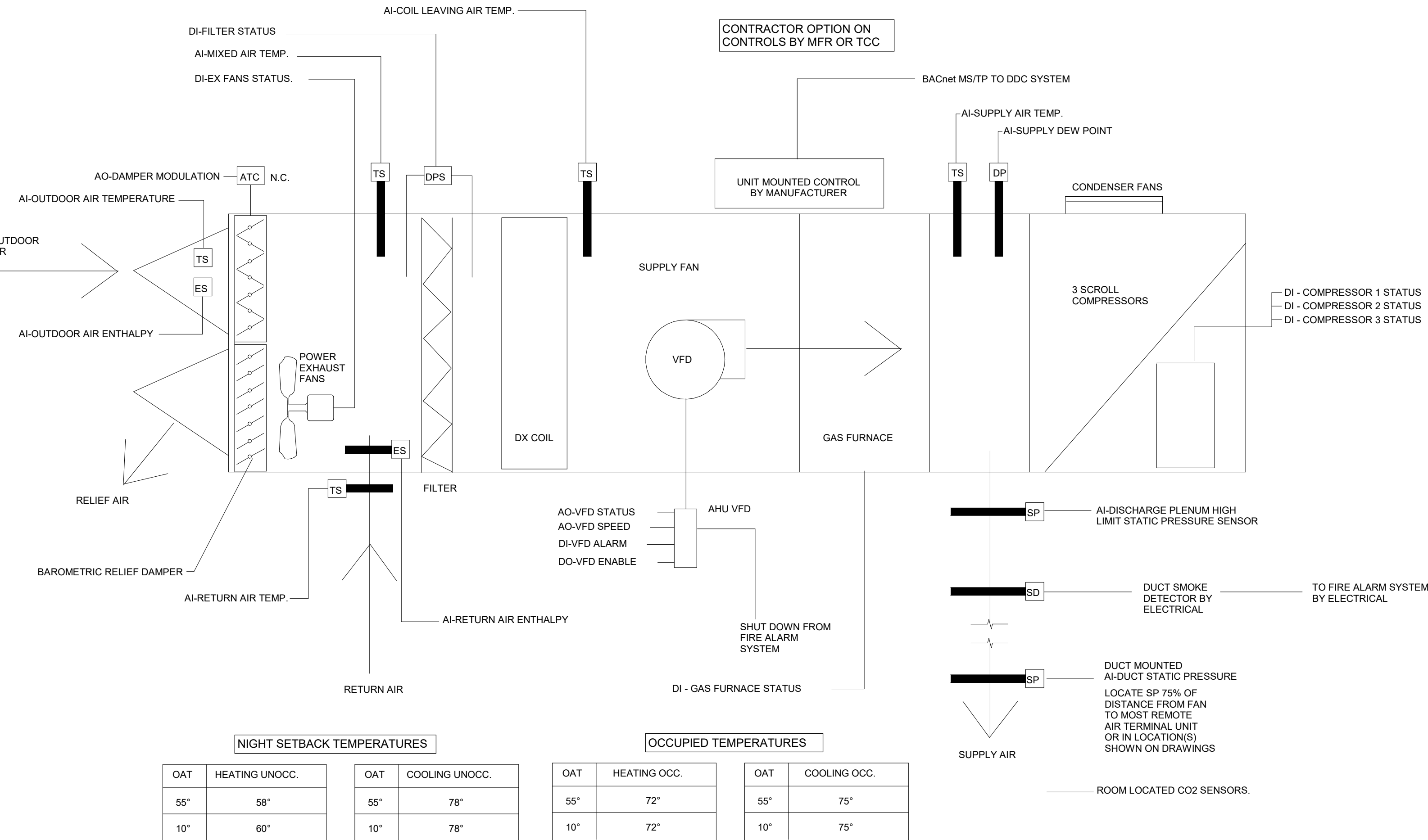
ALARMS AND INTERLOCK SAFETIES:

THE FOLLOWING SHALL SHUT DOWN THE ROOFTOP UNIT AND SHALL INDICATE AN ALARM CONDITION AT THE USER INTERFACE WORKSTATION:

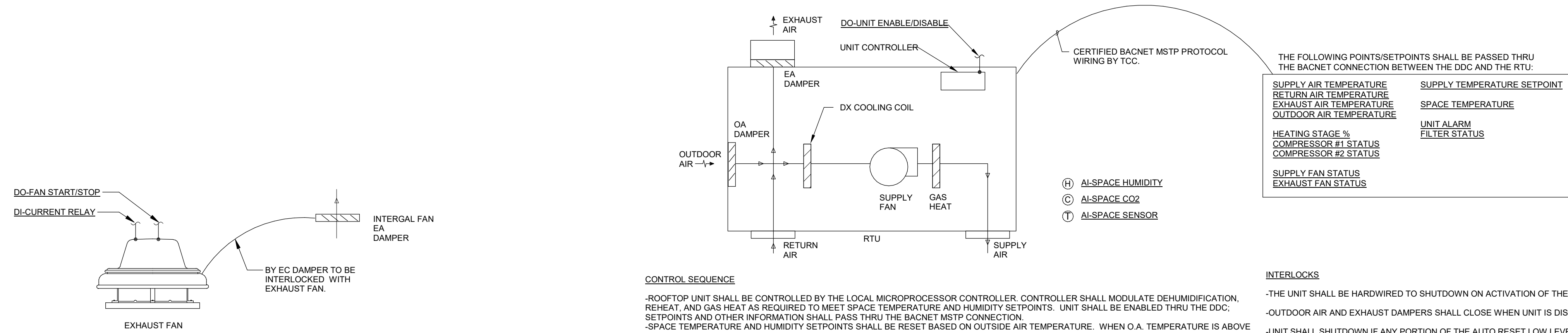
- HIGH STATIC PRESSURE AT THE DISCHARGE PLENUM STATIC PRESSURE EXCEEDING 4.0" W.C.
- FIRE ALARM CONDITION SIGNAL PANEL (AUTO RESET).
- IF MIXED AIR TEMPERATURE DROPS MORE THAN 10°F (ADJ.) BELOW THE SUPPLY AIR TEMPERATURE SETPOINT. (AUTO RESET).

THE FOLLOWING SHALL INDICATE AN ALARM CONDITION AT THE USER INTERFACE WORKSTATION BUT ALLOW THE UNIT TO CONTINUE TO FUNCTION:

- DIRTY FILTER ALARM
- DUCT PRESSURE HIGH LIMIT
- EMERGENCY OFF
- HIGH RETURN AIR TEMPERATURE
- HIGH DISCHARGE TEMPERATURE
- LOW DISCHARGE TEMPERATURE
- FAN FAILURE
- COMPRESSOR FAULT.



2 RTU CONTROL DIAGRAM - MULTI ZONE VAV UNIT
NTS



CONTROL SEQUENCE

-ROOFTOP UNIT SHALL BE CONTROLLED BY THE LOCAL MICROPROCESSOR CONTROLLER. CONTROLLER SHALL MODULATE DEHUMIDIFICATION, REHEAT, AND GAS HEAT AS REQUIRED TO MEET SPACE TEMPERATURE AND HUMIDITY SETPOINTS. UNIT SHALL BE ENABLED THRU THE DDC. SETPOINTS AND OTHER INFORMATION SHALL PASS THRU THE BACNET MS/TP CONNECTION. SPACE TEMPERATURE AND HUMIDITY SETPOINTS SHALL BE RESET BASED ON OUTSIDE AIR TEMPERATURE. WHEN O.A. TEMPERATURE IS ABOVE 60°F THEN TEMPERATURE AND HUMIDITY SETPOINTS SHALL BE 70°F/60% RH. WHEN O.A. TEMPERATURE IS BELOW 50°F THEN TEMPERATURE AND HUMIDITY SETPOINTS SHALL BE 74°F/60% RH. SETPOINTS BETWEEN SHALL BE A LINEAR VALUE. BETWEEN 70°F AND 74°F, AND 50% RH AND 60% RH.
-UNIT SHALL BE ENABLED/DISABLED BASED ON A TIME OF DAY SCHEDULE.

VENTILATION

-UNIT SHALL INCLUDE SPACE CO2 SENSOR FOR MONITORING OF PPM OF CO2 IN THE SPACE.
-OUTDOOR AIR DAMPER SHALL DEFAULT TO MINIMUM POSITION DURING OCCUPANCY AND SHALL MODULATE OPEN WHENEVER SPACE CO2 PPM EXCEEDS 700 PPM CO2.

INTERLOCKS

-THE UNIT SHALL BE HARDWIRED TO SHUTDOWN ON ACTIVATION OF THE FIRE ALARM SYSTEM. WIRING SHALL BE BY EC.

-OUTDOOR AIR AND EXHAUST DAMPERS SHALL CLOSE WHEN UNIT IS DISABLED/OFF.

UNIT SHALL SHUTDOWN IF ANY PORTION OF THE AUTO RESET LOW LEVEL TEMPERATURE FALLS BELOW 38°F. UPON RESET, UNIT SHALL ENABLE WITHOUT EXTERNAL INPUT.

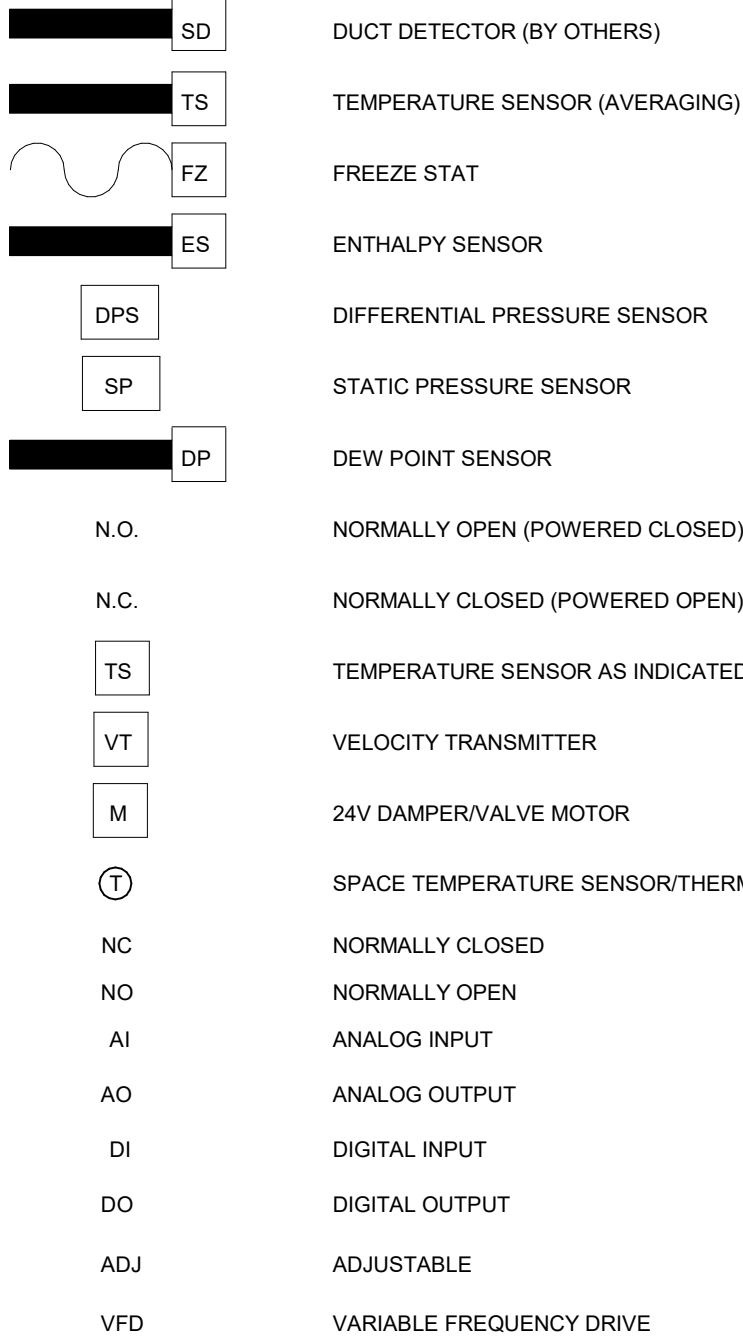
ALARMS

AN ALARM SHALL BE GENERATED AT THE DDC IF ANY OF THE FOLLOWING OCCUR:
- THE RTU CONTROLLER INDICATES A GENERAL ALARM.
- DISCHARGE TEMPERATURE FALLS BELOW 50°F (ADJ.) FOR MORE THAN 10 MIN (ADJ.).
- FILTER STATUS INDICATES A FILTER ALARM.

TRENDS

-ALL POINTS SHALL BE HISTORICALLY TRENDED. TREND POINTS AT 15 MIN. INTERVALS OVER A MINIMUM 7 DAY PERIOD OF TIME.

CONTROL DIAGRAM SYMBOLS



GENERAL CONTROL NOTES:

TEMPERATURE CONTROL CONTRACTOR TO PROVIDE A COMPLETE CONTROL SYSTEM, INCLUDING SENSORS, RELAYS, WIRING, CONDUIT, CONTROLLERS, AND OTHER COMPONENTS. INSTALL ALL CONTROL COMPONENTS PER MANUFACTURER'S RECOMMENDATIONS. TCC TO INSTALL ALL MFR PROVIDED CONTROLS COMPONENTS FURNISHED LOOSE FROM FACTORY.

ALL DIFFERENTIAL / STATIC PRESSURE TRANSMITTERS ARE TO BE HARDWIRED BACK TO THEIR CONTROLLERS IN LIEU OF BEING TRANSMITTED OVER THE COMMUNICATION NETWORK.

ALL AVERAGING SENSORS (LOW LIMIT, HAT, ETC) SHALL HAVE ONE LINEAL FOOT OF SENSOR PER SQUARE FOOT OPENING AND WITHIN 6" OF ALL EDGES OF OPENINGS.

ALL SENSORS ARE TO BE SUPPLIED WITH APPROPRIATE RANGES TO ACCOMPLISH STATED CONTROL SEQUENCES.

ALL SAFETY SENSORS (FREEZE STATS) SHALL BE HARD WIRED TO STOP FANS, CLOSE OUTSIDE DAMPERS, AND RELIEF DAMPERS.

TCC TO PROVIDE A FULL GRAPHICS CONTROL PACKAGE AS PART OF PROJECT.

ALL VFDs ARE TO COME WITH SURGE PROTECTION. REFER TO DIV 28 VFD SPECIFICATION.

DIAGRAMS ARE SCHEMATIC. PROVIDE ADDITIONAL POINTS WHERE REQUIRED TO MEET SEQUENCE OF CONTROL.

COORDINATE WITH EC ON REQUIRED POWER REQUIREMENTS AND LOCATIONS. UNLESS STATED OTHER, ELECTRICAL CONTRACTOR IS TO PROVIDE ALL LINE VOLTAGE POWER AND CONDUIT FOR CONTROL SYSTEM AND ALL CODE REQUIRED HARD WIRED POINTS FOR INTERACTION WITH FIRE ALARM SHUTDOWN.

MECHANICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL CONTROL VALVES, DAMPERS, AND DAMPER ACTUATORS. BACNET PROTOCOL SHALL BE IP/MSTP.

GENERAL CONTROL NOTES:

TEMPERATURE CONTROL CONTRACTOR (TCC) TO PROVIDE A COMPLETE CONTROL SYSTEM, INCLUDING SENSORS, RELAYS, WIRING, CONDUIT, CONTROLLERS, AND OTHER COMPONENTS. INSTALL ALL EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. TCC TO INSTALL ALL MFR PROVIDED CONTROLS COMPONENTS FURNISHED LOOSE FROM FACTORY.

DIAGRAMS ARE SCHEMATIC. PROVIDE ADDITIONAL POINTS WHERE REQUIRED TO MEET SEQUENCE OF CONTROL. REFER TO DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL DETAIL.

UNLESS STATED OTHER, ELECTRICAL CONTRACTOR IS TO PROVIDE ALL LINE VOLTAGE POWER AND CONDUIT FOR CONTROL SYSTEM AND ALL CODE REQUIRED HARD WIRED POINTS FOR INTERACTION WITH FIRE ALARM SHUTDOWN.

COORDINATE WITH EC ON REQUIRED POWER REQUIREMENTS AND LOCATIONS. VRF SYSTEM CONTROLS PROVIDED BY VRF MANUFACTURER AND INSTALLED BY TCC. ALL WIRING PROVIDED AND INSTALLED BY TCC.

GLOBAL DDC POINTS

- DI - FIRE ALARM SYSTEM
- AI - OUTDOOR AIR TEMPERATURE
- AI - OUTDOOR AIR CO2 AMBIENT CONDITION
- AI - OUTDOOR AIR RELATIVE HUMIDITY
- AI - OUTDOOR AIR CALCULATED ENTHALPY
- AI - GEOTHERMAL LOOP WATER SUPPLY TEMP.
- AI - GEOTHERMAL LOOP WATER RETURN TEMP.

SPACE TEMPERATURE MONITORING

SPACE SETPOINT TEMPERATURE MONITORING PROGRAMMING:

-PROVIDE SPACE TEMPERATURE SENSOR NEXT TO EXISTING RTU THERMOSTATS FOR SPACE TEMPERATURE MONITORING FOR SPACES IN RENOVATED AREAS.

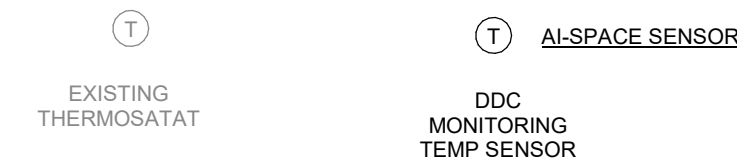
ALARMS:

-AN ALARM SHALL BE GENERATED IF ROOM TEMPERATURE IS MORE THAN 2°F (ADJ.) ABOVE OR BELOW SPACE SETPOINT.

TRENDS:

-ALL POINTS SHALL BE HISTORICALLY TRENDED. TREND POINTS AT 15 MIN. INTERVALS OVER A MINIMUM 24 HOUR PERIOD OF TIME.

SPACE TEMP MONITORING MATRIX		
EQUIPMENT/ZONE	TYPE	
RTU-1	2M401 AND 1M401	
RTU-2-EX	TEMP MONITORING	
RTU-3-EX	TEMP MONITORING	
RTU-4-EX	TEMP MONITORING	
RTU-8-EX	TEMP MONITORING	
RTU-9-EX	TEMP MONITORING	
RTU-12-EX	TEMP MONITORING	
RTU-6	4M401	



3 EXHAUST FAN CONTROL
NTS

4 ROOFTOP UNITS
NTS

5 SPACE TEMPERATURE MONITORING
NTS

DUCT INSULATION SCHEDULE					
DUCT TYPE	HVAC EQUIPMENT	DUCT DETAILS	PRESSURE CLASS	INSULATION TYPE	INSULATION THICKNESS
SUPPLY AIR & VENTILATION AIR DUCT	TERMINAL AIR BOXES	RECTANGULAR GALVANIZED STEEL	+2 INCH WG	LINED	1 INCH
		EXPOSED SPIRAL / OVAL GALVANIZED STEEL	+2 INCH WG	DOUBLE WALL INSULATED	1 INCH
		SPIRAL / OVAL GALVANIZED STEEL	+2 INCH WG	WRAPPED MINERAL FIBER	1-1/2 INCH
SUPPLY AIR & VENTILATION AIR DUCT	ROOF TOP UNITS	RECTANGULAR GALVANIZED STEEL	+3 INCH WG	LINED	1 INCH
RETURN AIR DUCT	ROOF TOP UNITS	RECTANGULAR GALVANIZED STEEL	-2 INCH WG	LINED	1 INCH
EXHAUST AIR DUCT	FROM EXHAUST FANS	N/A	N/A	N/A	N/A
TRANSFER DUCT	N/A	RECTANGULAR GALVANIZED STEEL	-1/2 INCH WG	LINED	N/A
FLEXIBLE DUCTS (UL-181, CLASS 1)	TO DIFFUSERS	2-PLY VINYL, HELICAL STEEL WIRE WVAPOR BARRIER	+1 INCH WG	FIBROUS-GLASS INSULATION (R-6)	1-3/4 INCH

- NOTES:
- ALL EXTERIOR DUCTWORK DOUBLE WALL AND WRAPPED WITH 2" RIGID BOARD DUCT WRAP AND PROTECTED WITH ALUMINUM JACKET FOR WATER TIGHT ENCLOSURE.
 - ALL DUCTWORK SHALL BE CONSTRUCTED AND ERECTED IN ACCORDANCE WITH 2018 INTERNATIONAL MECHANICAL CODE.

TERMINAL AIR BOX SCHEDULE - RTU-1				
REFERENCE	TAB - 1	TAB - 2	TAB - 3	TAB - 4
MANUFACTURER	TITUS	TITUS	TITUS	TITUS
MODEL #	DESV	DESV	DESV	DESV
TYPE	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT	SINGLE DUCT
SERVES	SEE PLAN	SEE PLAN	SEE PLAN	SEE PLAN
BOX SIZE / INLET SIZE (INCHES)	9	8	5	8
MAXIMUM COOLING AIRFLOW (CFM)	800	660	215	495
MAXIMUM HEATING AIRFLOW (CFM)	240	198	65	149
MINIMUM AIRFLOW (CFM)	240	198	65	149
SOUND LEVEL (NC)	≤ 35	≤ 35	≤ 35	≤ 35
REHEAT COIL	ELECTRIC	ELECTRIC	ELECTRIC	ELECTRIC
CAPACITY (KW)	3	3	1	2
MINIMUM ELECTRIC HEATER AIR FLOW (CFM)	70	70	70	70
ELECTRICAL DATA				
VOLTAGE - PHASE	208 - 3	208 - 3	208 - 3	208 - 3
NOTES	1 THROUGH 3	1 THROUGH 3	1 THROUGH 3	1 THROUGH 3

- NOTES:
- NC SHALL NOT EXCEED 35. BOX A.P.D. SHALL NOT EXCEED 0.25".
 - MINIMUM AIR FLOWS SHOULD BE BALANCED TO MATCH MINIMUM VENTILATION AIR FLOW AS LISTED ON DRAWINGS.
 - SCR CONTROL FOR ELECTRIC COIL

FAN SCHEDULE	
REFERENCE	EF-1
MANUFACTURER	GREENHECK
MODEL #	G-VG
TYPE	CENTRIFUGAL
SERVES	RESTROOMS
WEIGHT (LBS)	18
DIMENSIONS - L x W x H (INCHES)	17x17x15
AIRFLOW (CFM)	420
ESP (IN. W.C.)	0.50
FAN SPEED (RPM)	1723
DRIVE TYPE	DIRECT
SPEED CONTROL	YES
SONES	7.8
DAMPER TYPE	MOTORIZED
MOTOR HP	1/10
VOLTAGE - PHASE	120 - 1
NOTES	1 THROUGH 6

- NOTES:
- PROVIDE WITH DAMPER AND 115 VAC ACTUATOR WITH UNIT.
 - EC TO POWER MOTORIZED DAMPER TO OPEN/CLOSE WITH FAN START OR STOP.
 - PROVIDE UNIT WITH SINGLE POINT POWER CONNECTION AND DISCONNECT. EC TO PROVIDE DISCONNECT.
 - PROVIDE MINIMUM 14" ROOF CURB. DISTANCE MEASURED FROM BOTTOM OF FAN BASE TO TOP OF ROOF.
 - REFER TO CONTROL DRAWINGS FOR ADDITIONAL DETAILS.
 - INSTALL SPEED CONTROLLER UNDER FAN SHROUD FOR BALANCING.

GRILLES REGISTERS AND DIFFUSERS SCHEDULE							
REFERENCE	MATERIAL	MARGIN (IN)	INLET (IN)	FACE (IN)	DAMPER	MFR	MODEL NOTES
CD-1 (CEILING DIFFUSER)	STEEL	LAY-IN	SEE DWG	24 x 24	NO	TITUS	OMNI 1,2
RG-1 (RETURN GRILLE)	ALUMINIUM	1 1/4"	SEE DWG	24 x 24	YES	TITUS	PAR 1,2,3
EG-1 (EXHAUST GRILLE)	ALUMINIUM	1 1/4"	SEE DWG	12 x 12	NO	TITUS	OMNI 1,2

- NOTES:
- REFER TO ARCH DRAWINGS FOR FINAL CEILING TYPE FOR MOUNTING TYPE.
 - PROVIDE WITH WHITE FINISH. COORDINATE COLOR SELECTION WITH ARCHITECT.
 - PROVIDE WITH RETURN CANOPY (SOUND DICIPATOR).

LINEAR DIFFUSER SCHEDULE											
ID TAG	REFERENCE	MATERIAL	NUMBER OF SLOTS	SLOTH WIDTH (IN)	LENGTH (IN)	DAMPER	PLENUM	PLENUM LINED	ADJUSTABLE SLOTS	MFR	MODEL NOTES
LD-1	LINEAR DIFFUSER	STEEL	2	1	24	NO	YES	NO	YES	TITUS	TBD-80 1

- NOTES:
- REFER TO ARCH DRAWINGS FOR FINAL CEILING TYPE FOR MOUNTING TYPE.

SPLIT SYSTEM OUTDOOR UNIT SCHEDULE	
REFERENCE	SSO-1
MANUFACTURER	DAIKIN
MODEL #	FXQV180C
SERVES	SSO-1
WEIGHT (LBS)	243
DIMENSIONS W/ CURB & ACCESSORIES - L x W x H (INCHES)	42x13x52
NOMINAL CAPACITY (TONS)	3.00
COOLING CAPACITY - RATED (MBH)	36
HEATING CAPACITY - RATED (MBH)	N/A
REFRIGERANT TYPE	R410A
COMPRESSOR QUANTITY	1
EFFICIENCY	
SEER	19.4
ELECTRICAL DATA	
VOLTAGE - PH	208 - 1
MCA	25
MOCP	31
NOTES	1 THROUGH 5

- NOTES:
- DISCONNECT SHALL BE PROVIDED / INSTALLED BY E.C.
 - UNIT TO BE MOUNTED ON PREFABRICATED ROOF CURB PER MFR RECOMMENDATIONS; MINIMUM 24 INCHES ABOVE TOP OF ROOFING. VERIFY & COORDINATE WITH ROOF CONSTRUCTION AND INSULATION.
 - REFER TO SPLIT SYSTEM INDOOR UNIT SCHEDULE FOR CAPACITY RATING CONDITIONS.
 - SYSTEM REQUIRES LOW AMBIENT AIR COOLING OPERATION (-20 °F), PROVIDE LOW AMBIENT WIND BAFFLES.
 - PROVIDE UNIT WITH HAIL GUARDS.

ROOFTOP UNIT SCHEDULE		
REFERENCE	RTU-1	RTU-6
MANUFACTURER	TRANE	TRANE
MODEL #	YZK	YHK
SERVES	SEE PLAN	SEE PLAN
APPROXIMATE WEIGHT W/ CURB & ACCESSORIES (LBS)	1,500	2,000
DIMENSIONS W/ CURB, HOOD & ACCESSORIES - L x W x H (FT)	7.34x4.44x2.24	7.34x4.44x2.24
FAN PERFORMANCE		
SUPPLY FAN		
AIRFLOW (CFM)	2,000	3,200
ESP (IN. W.C.)	1.4	1.5
MOTOR HP (QUANTITY)	3	3
MOTOR BHP	0.956	1.962
COOLING PERFORMANCE		
COIL TYPE	DX	DX
REFRIGERANT	R454B	R454B
EFFICIENCY (EER)	13.4	11.6
AMBIENT DRY BULB AIR TEMP (°F)	95	95
EAT - DB / WB (°F)	78/65	80/67
LAT - DB / WB (°F)	55/54	56/55
NET TOTAL CAPACITY (MBH)	65.87	118.47
NET SENSIBLE CAPACITY (MBH)	50.23	81.99
NUMBER OF COMPRESSORS	2	2
1ST STAGE COMPRESSOR TYPE	SCROLL	SCROLL
REHEAT		
TYPE	N/A	HOT GAS
CONTROL	N/A	MODULATING HGRH
EAT - DB / WB (°F)	N/A	73/64
LAT - (°F)	N/A	72.74
MOISTURE REMOVAL (GPH)	N/A	4.42
HEATING PERFORMANCE		
TYPE	NATURAL GAS	NATURAL GAS
CONTROL	MODULATING	MODULATING
EAT - DB (°F)	50	50
LAT - DB (°F)	79.46	84.63
INPUT (MBH)	80	150
OUTPUT (MBH)	64.8	121.5
TURNDOWN	2 STAGE	2 STAGE
UNIT OPERATING PRESSURE (IN. W.C.)	7 TO 14	7 TO 14
ELECTRICAL DATA		
VOLTAGE - PH	208 - 3	208 - 3
MCA	42	60
MOCP	60	80
NOTES	1, 2, 3, 4, 5, 6, 8, 11, 12	1, 2, 3, 4, 5, 6, 7, 8, 11, 12

- NOTES:
- PROVIDE UNIT WITH SINGLE POINT POWER CONNECTION, POWERED CONVENIENCE OUTLET, AND NON-FUSED INTERNAL DISCONNECT.
 - REFER TO CONTROL DRAWINGS FOR ADDITIONAL DETAILS.
 - PROVIDE WITH 2" MERV 8 PLEATED-THROWAWAY FILTER.
 - UNIT SUPPLY FANS ARE VARIABLE SPEED. PROVIDE FAN MOTORS RATED FOR VFD APPLICATION.
 - UNIT SIZED FOR 100% ENTHALPY ECONOMIZER. O.A. DAMPER TO MODULATE BASED ON CO2 MEASUREMENT. REFER TO CONTROL DRAWINGS FOR DEMAND CONTROL OUTDOOR AIR VENTILATION.
 - PROVIDE UNIT WITH OPD, PREMIUM EFFICIENCY FAN MOTORS.
 - UNIT TO OPERATE AS VARIABLE SPEED, SINGLE ZONE, AIR HANDLING UNIT. REQUIRES TRANE ZONE SENSOR. REFER TO CONTROL DRAWINGS FOR DETAILS.
 - PROVIDE UNIT WITH PREMANUFACTURED ROOF CURB, BOTTOM OF UNIT TO MINIMUM 14-INCHES ABOVE TOP OF ROOFING. VERIFY & COORDINATE WITH ROOF CONSTRUCTION AND INSULATION
 - PROVIDE UNIT WITH FULL ECONOMIZER POWER EXHAUST.
 - PROVIDE FACTORY DIGITAL DISPLAY PROGRAMMABLE ZONE SENSOR.
 - PROVIDE EQUIPMENT MOUNTED PRIVACY SCREENING.
 - PROVIDE WITH BACKNET INTERFACE.

SPLIT SYSTEM INDOOR UNIT SCHEDULE	
REFERENCE	SSI-1
MANUFACTURER	DAIKIN
MODEL #	FXQV180C
TYPE	WALL
SERVES	SERVER ROOM
WEIGHT (LBS)	46
DIMENSIONS - L x W x D (INCHES)	46x11.5x14
NOMINAL CAPACITY (TONS)	3.00
MAX UNIT AIRFLOW (CFM)	920
COOLING CAPACITY - RATED (MBH)	36
SENSIBLE CAPACITY - RATED (MBH)	25
HEATING CAPACITY - RATED (MBH)	N/A
REFRIGERANT TYPE	R410A
VOLTAGE - PH	208 - 1
ELECTRICAL DATA	
MCA	1.00
NOTES	1 THROUGH 5

- NOTES:
- PROVIDE WITH REMOTE WALL MOUNTED THERMOSTAT. WIRING BY M.C.
 - INDOOR UNIT RECEIVES POWER FROM OUTDOOR UNIT BY INTERCONNECTED WIRING PROVIDED WITH UNIT, WIRING INSTALLATION AND DISCONNECT BY E.C.
 - COOLING RATED CAPACITY IS BASED ON THE FOLLOWING CONDITIONS. INDOOR: 80°F/67°F, OUTDOOR: 95°F/75°F
 - PROVIDE UNIT WITH CONDENSATE LIFT MECHANISM.
 - UNIT IS COOLING ONLY.

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Key Plan

Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.17.2024

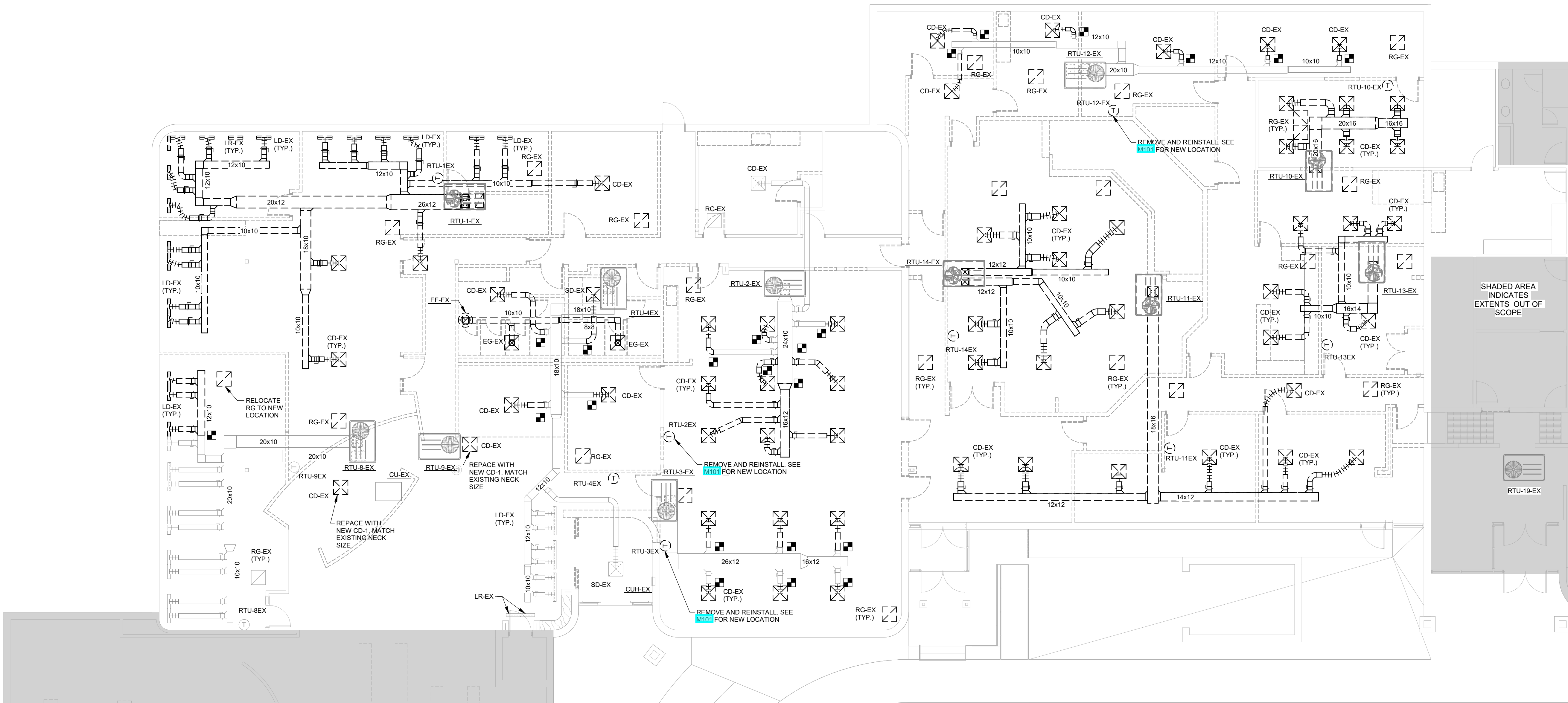
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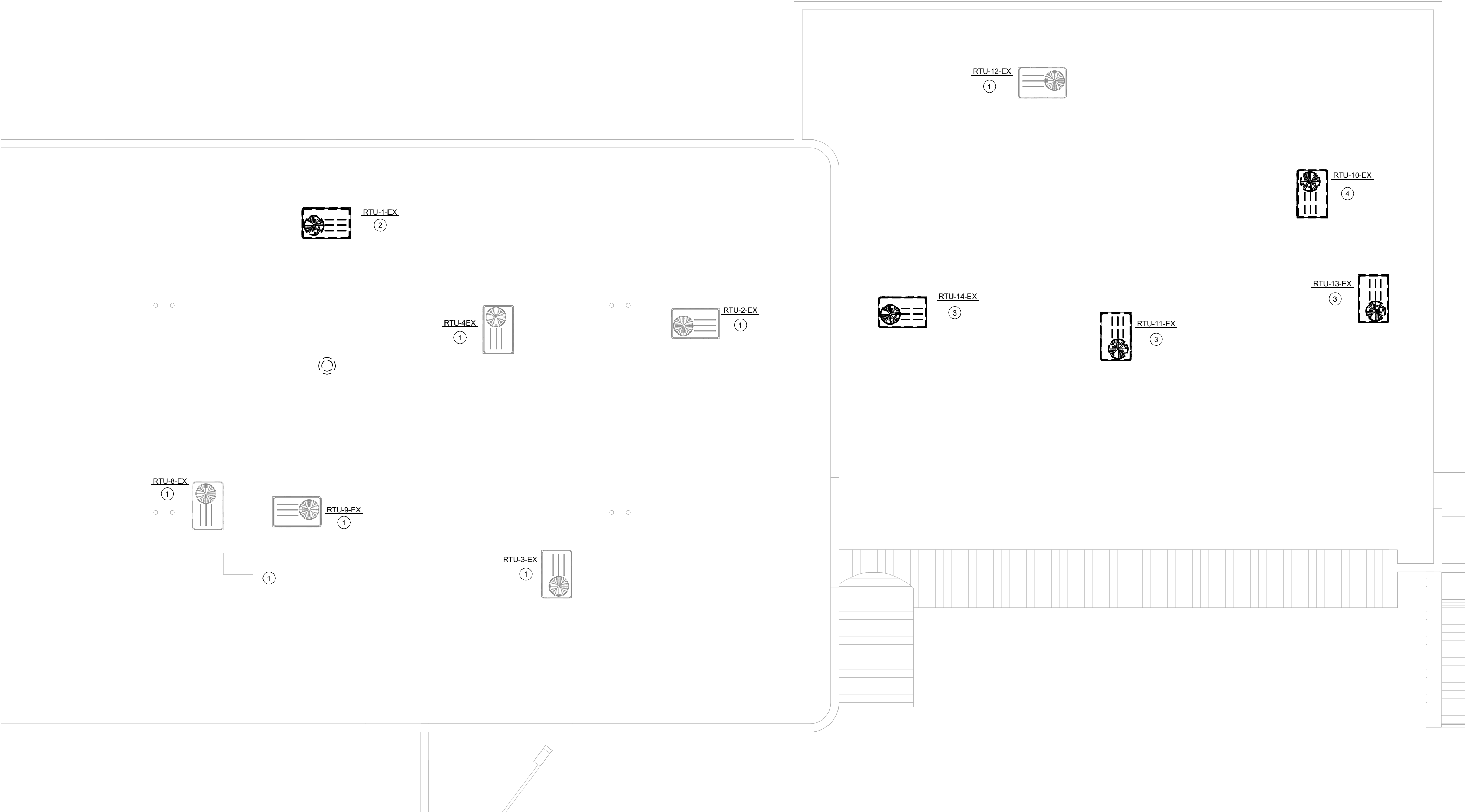
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1 MECHANICAL DEMO - UPPER LEVEL PLAN
1/8" = 1'-0"



2 MECHANICAL DEMO - ROOF LEVEL PLAN
1/8" = 1'-0"

- GENERAL NOTES:**
- REFER TO **M001** FOR GENERAL NOTES & SYMBOLS.
 - EXISTING DUCTWORK IS BASED ON ROUGH ESTIMATION AND SITE OBSERVATION TO QUANTIFY DEMOLITION SCOPE. CONTRACTOR TO FIELD VERIFY/REVIEW PRIOR TO STARTING REMOVAL.
 - PATCH WALLS, ROOFS, AND/OR FLOOR WHERE DUCTS, GRILLES, PIPES, OR EQUIPMENT ARE REMOVED. PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION.
 - WHERE DUCTWORK IS REMOVED, REMOVE ALL ASSOCIATED SUPPORTS.
 - WHERE EQUIPMENT IS REMOVED, REMOVE ALL ASSOCIATED SUPPORTS, DUCTWORK, PIPING, AND CONTROLS.
 - WHERE CONTROLS ARE REMOVED, REMOVE ALL ASSOCIATED WIRING. PATCH WALL OPENINGS AND PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION. IN WALLS THAT CANNOT BE PATCHED, INSTALL STAINLESS STEEL **COVER** PLATE.
 - EXISTING SYSTEM REPRESENTED BASED ON LIMITED EXISTING DRAWINGS AND FIELD INVESTIGATION. WHAT IS SHOWN ON PLANS IS TO PROVIDE ESTIMATED QUANTITIES AND SCOPE FOR BIDDING PURPOSES. AWARDED CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.

- KEYNOTES** **#**
- EXISTING TO REMAIN.
 - REMOVE EXISTING ROOFTOP UNIT ALONG WITH ASSOCIATED APPURTENANCES AND CURB. REUSE EXISTING ROOF OPENING AND PREPARE FOR NEW ROOFTOP UNIT.
 - REMOVE RTU ALONG WITH ASSOCIATED APPURTENANCES AND CURB. PATCH REMAINING ROOF OPENING TO MATCH EXISTING. COORDINATE WORK WITH GC AND ROOFING CONTRACTOR.
 - REMOVE RTU ALONG WITH ASSOCIATED CONTROLS AND DISCONNECT AND SALVAGE FOR OWNER. PATCH REMAINING ROOF OPENING TO MATCH EXISTING. COORDINATE WORK WITH GC AND ROOFING CONTRACTOR.

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Key Plan:

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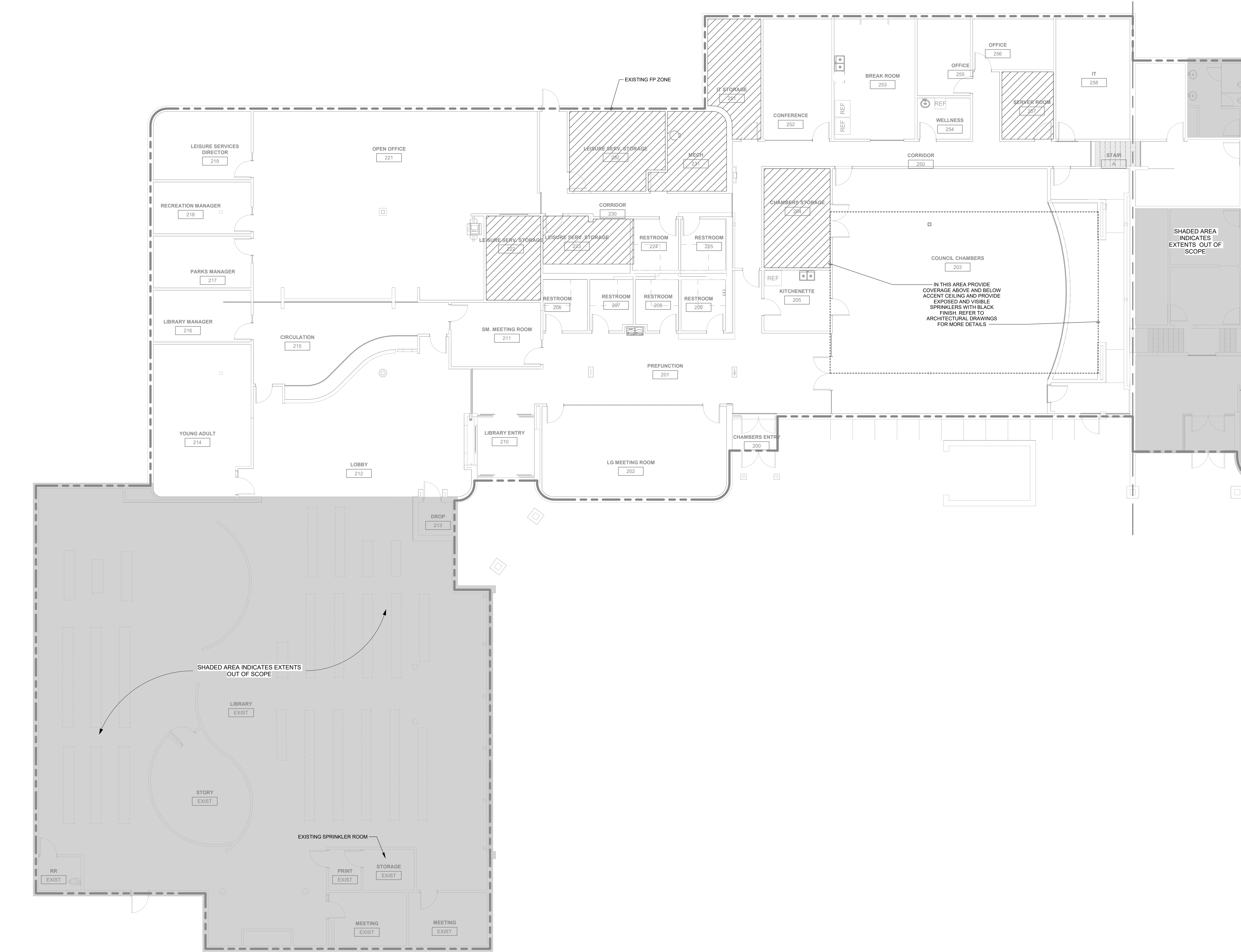
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MECHANICAL DEMOLITION

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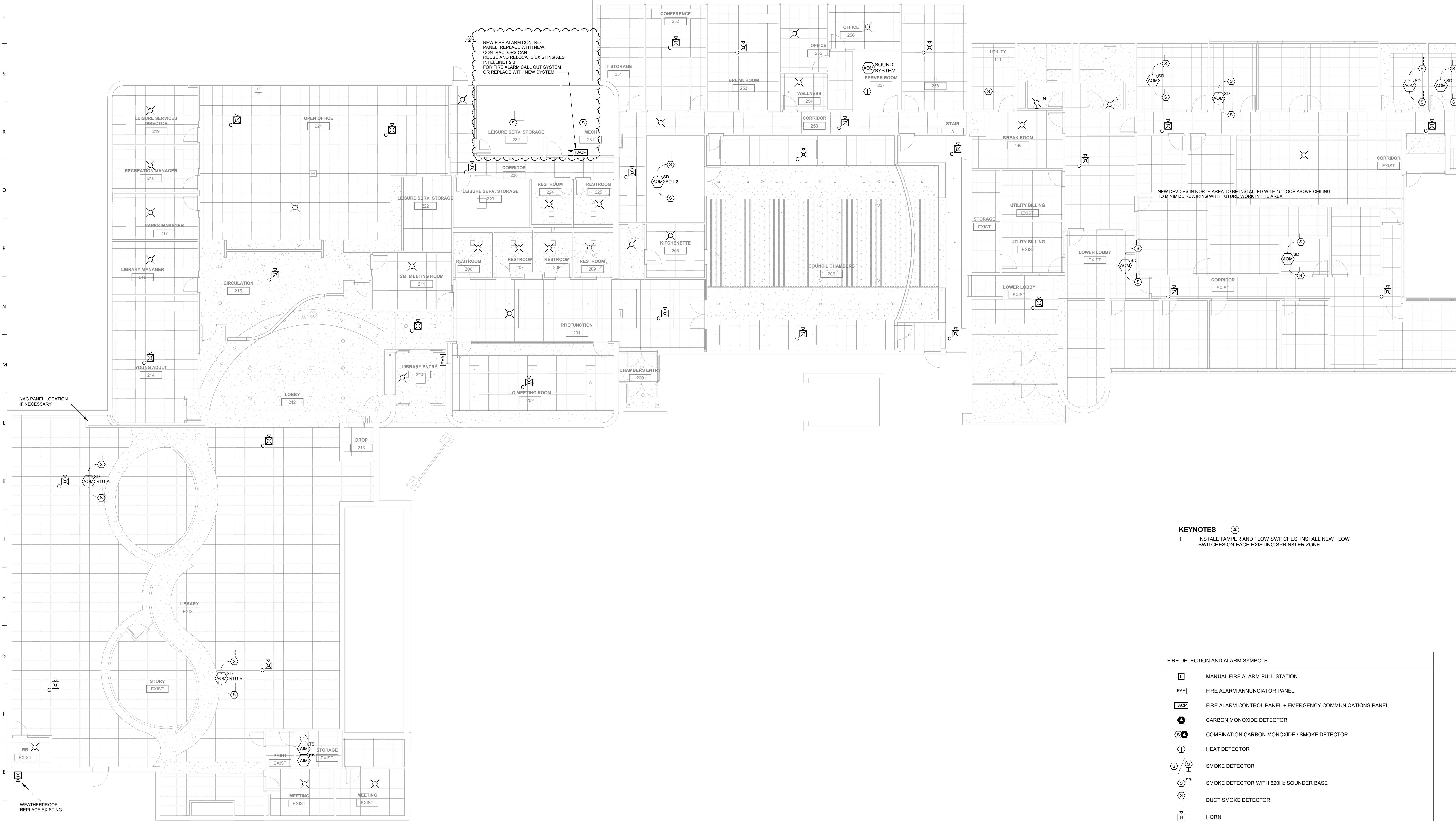
FIRE PROTECTION PLAN - SOUTH
1/8" = 1'-0"

- GENERAL NOTES:**
- REFER TO **1000** FOR GENERAL NOTES & SYMBOLS.
 - RECONFIGURE COVERAGE IN REMODELED AREAS. THE REMODELED AREAS SHALL BE FULLY SPRINKLED PER NFPA 13.
 - ANY PIPE SIZES INDICATED ARE ESTIMATES ONLY. FINAL SIZES SHALL BE DETERMINED BY HYDRAULIC CALCULATIONS.
 - REFER TO ARCHITECTURAL DRAWINGS FOR REFLECTED CEILING PLANS.
 - DUCTWORK HAS PRIORITY OVER SPRINKLER PIPING. COORDINATE PIPE ROUTING AND ELEVATIONS WITH DUCTWORK. RELOCATE SPRINKLER PIPING AS REQUIRED.
 - SPRINKLERS SHALL GENERALLY BE CONCEALED TYPE IN SPACES WITH FINISHED CEILINGS. SPRINKLERS IN SPACES WITH EXPOSED CEILINGS SHALL BE UPRIGHT.
 - SPRINKLER IN ELECTRICAL AND I.T. ROOMS SHALL BE SIDEWALL. DO NOT ROUTE PIPING OVER ELECTRICAL AND I.T. ROOMS.
 - IN REMODELED SPACES, REMOVE ALL EXISTING PIPING, HANGERS, AND SPRINKLERS TO ALLOW FOR INSTALLATION OF NEW DUCTWORK AND PIPING. INSTALL NEW PIPING AND SPRINKLERS.
 - SPRINKLERS IN VESTIBULES SHALL BE HIGH-TEMPERATURE, DRY-TYPE.

FIRE PROTECTION ZONES LEGEND	
---	ZONE OUTLINE
	LIGHT HAZARD
	ORDINARY GROUP 1

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1 FIRE ALARM PLANS
1/8" = 1'-0"



KEYNOTES #
1 INSTALL TAMPER AND FLOW SWITCHES. INSTALL NEW FLOW SWITCHES ON EACH EXISTING SPRINKLER ZONE.

FIRE DETECTION AND ALARM SYMBOLS	
	MANUAL FIRE ALARM PULL STATION
	FIRE ALARM ANNUNCIATOR PANEL
	FIRE ALARM CONTROL PANEL + EMERGENCY COMMUNICATIONS PANEL
	CARBON MONOXIDE DETECTOR
	COMBINATION CARBON MONOXIDE / SMOKE DETECTOR
	HEAT DETECTOR
	SMOKE DETECTOR
	SMOKE DETECTOR WITH 520Hz SOUNDER BASE
	DUCT SMOKE DETECTOR
	HORN
	COMBINATION HORN WITH STROBE
	COMBINATION SPEAKER WITH STROBE
	STROBE
	SPEAKER
	FIRE FIGHTER TELEPHONE STATION
	MAGNETIC DOOR HOLD
	SMOKE DAMPER
	COMBINATION FIRE/SMOKE DAMPER
	ADDRESSABLE INPUT MODULE: FS - SPRINKLER WATER FLOW SWITCH, TS - TAMPER SWITCH, PIV - POST INDICATOR VALVE
	ADDRESSABLE OUTPUT MODULE: SD - FAN SHUT DOWN RELAY, AM - AUDIO MUTE

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Key Plan

Revision	Description	Date
	Addendum #2	11.27.2024

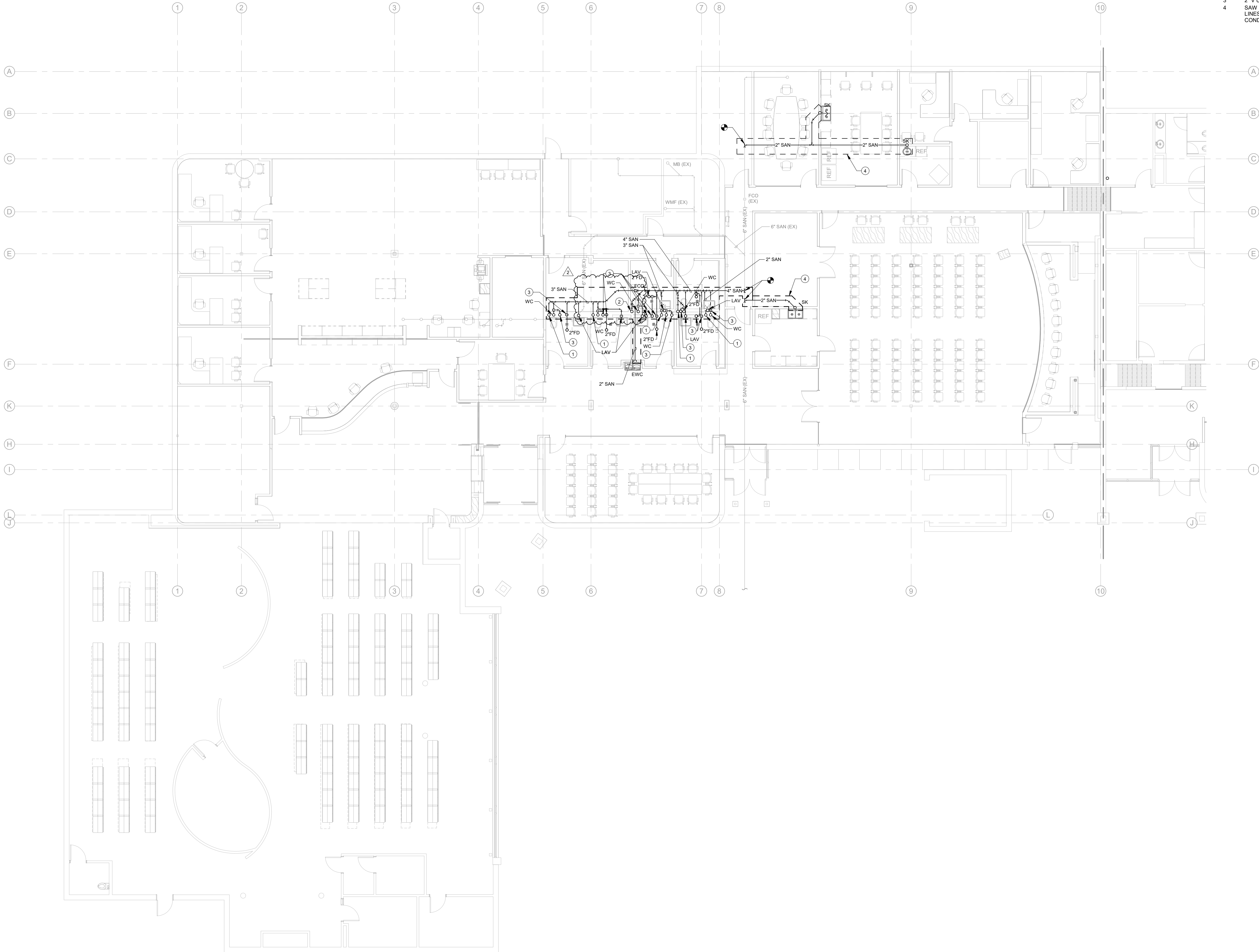
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Sheet Name
FIRE DETECTION & ALARM PLANS

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1 PLUMBING - FOUNDATION PLAN
1/8" = 1'-0"

GENERAL NOTES:

- A. REFER TO **MXX** FOR GENERAL NOTES & SYMBOLS.
- B. REFER TO **P301** FOR PLUMBING DETAILS.
- C. REFER TO **P501** FOR PLUMBING SCHEDULES.
- D. REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR BRANCH PIPE SIZING TO INDIVIDUAL PLUMBING FIXTURES.
- E. COORDINATE PIPE ROUTING WITH DUCTWORK. DUCTWORK HAS PRIORITY OVER PRESSURE PIPING. ROUTE PIPING WITHIN JOIST SPACES WHERE POSSIBLE.
- F. BRANCH PIPING SHALL BE TAKEN OFF THE TOP OF MAIN PIPING.

KEYNOTES

- 1 3" SAN UP TO WCO ABOVE.
- 2 4" SAN UP TO WCO.
- 3 2" V UP
- 4 SAW CUT FLOOR TO INSTALL NEW SANITARY AND VENT LINES AS NEEDED. PATCH FLOOR TO MATCH EXISTING CONDITIONS.

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Key Plan:

Revision	Description	Date
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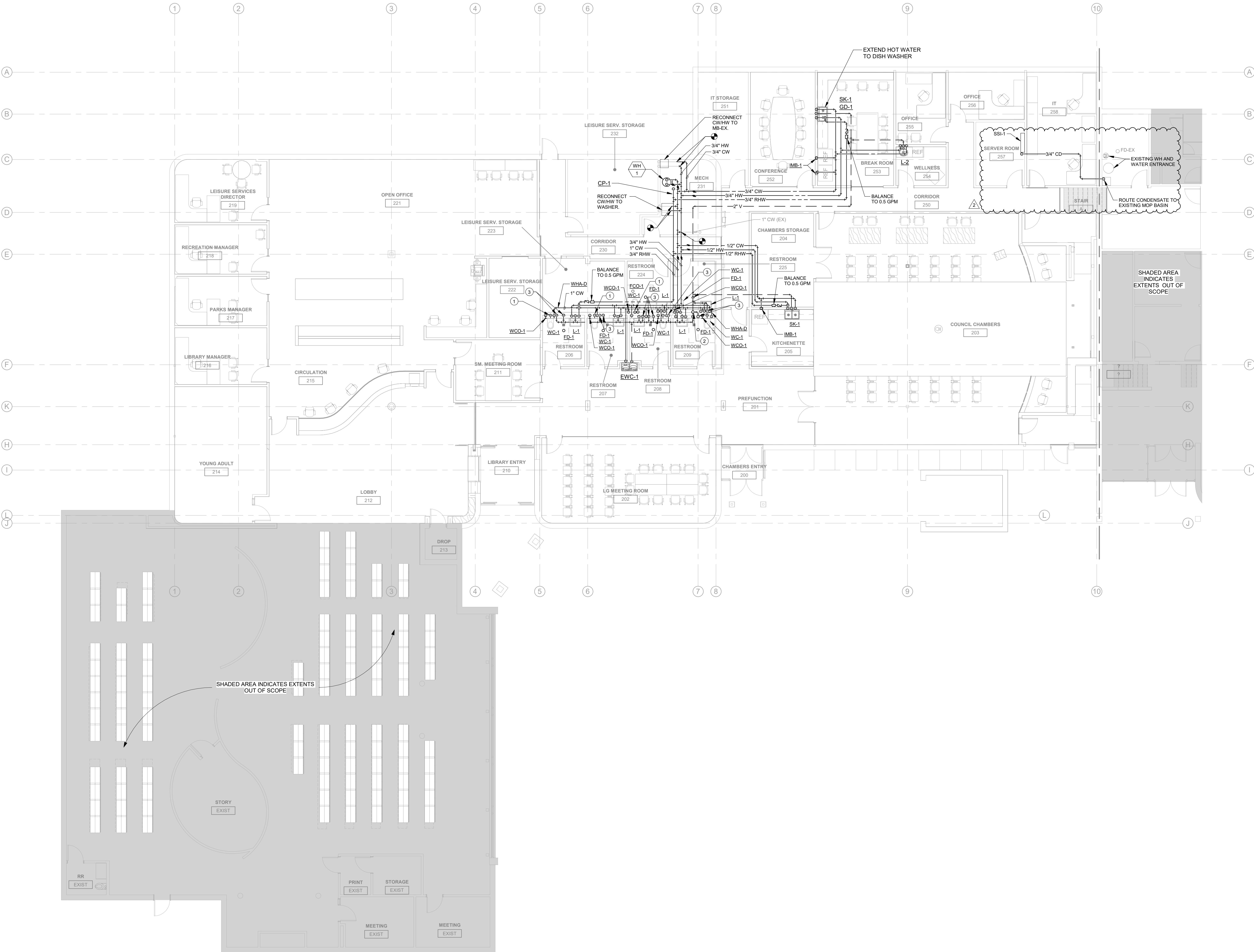
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11/06/2024

Sheet Name

PLUMBING FOUNDATION

Sheet Number



1 PLUMBING - UPPER FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES:

- REFER TO [M001](#) FOR GENERAL NOTES & SYMBOLS.
- REFER TO [P301](#) FOR PLUMBING DETAILS.
- REFER TO [P501](#) FOR PLUMBING SCHEDULES.
- REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR BRANCH PIPE SIZING TO INDIVIDUAL PLUMBING FIXTURES.
- COORDINATE PIPE ROUTING WITH DUCTWORK. DUCTWORK HAS PRIORITY OVER PRESSURE PIPING. ROUTE PIPING WITHIN JOIST SPACES WHERE POSSIBLE.
- BRANCH PIPING SHALL BE TAKEN OFF THE TOP OF MAIN PIPING.

KEYNOTES [#]

- 3" SAN FROM WALL WATER CLOSET SYSTEM TO BELOW GRADE.
- 3" V UP TO 4" VTR.
- 2" V DOWN.

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Key Plan

Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.17.2024

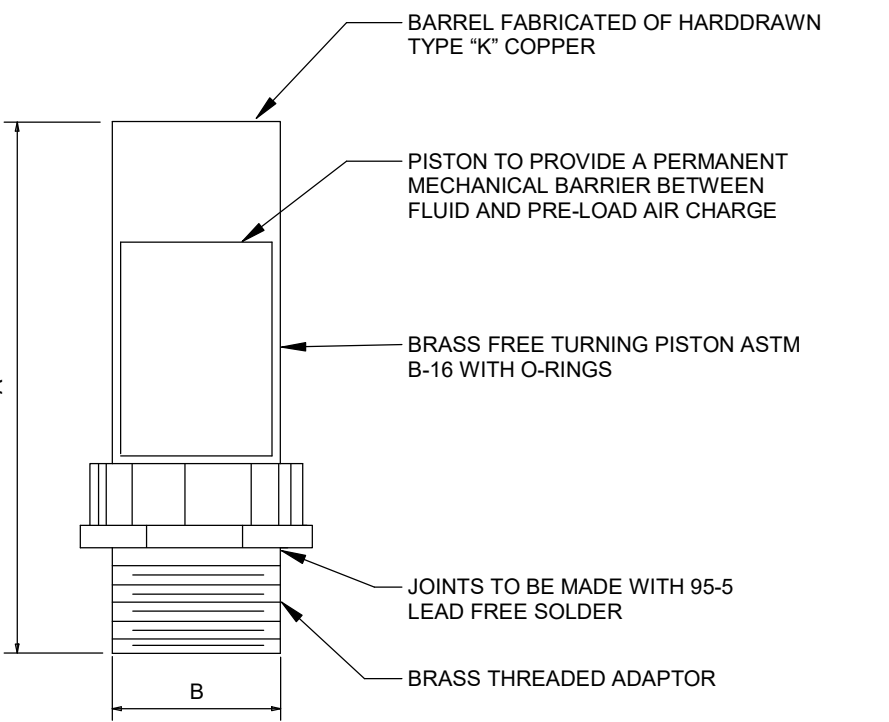
OPN Project No.
24811000

Sheet Issue Date
CONSTRUCTION DOCUMENTS 11/06/2024

Sheet Name
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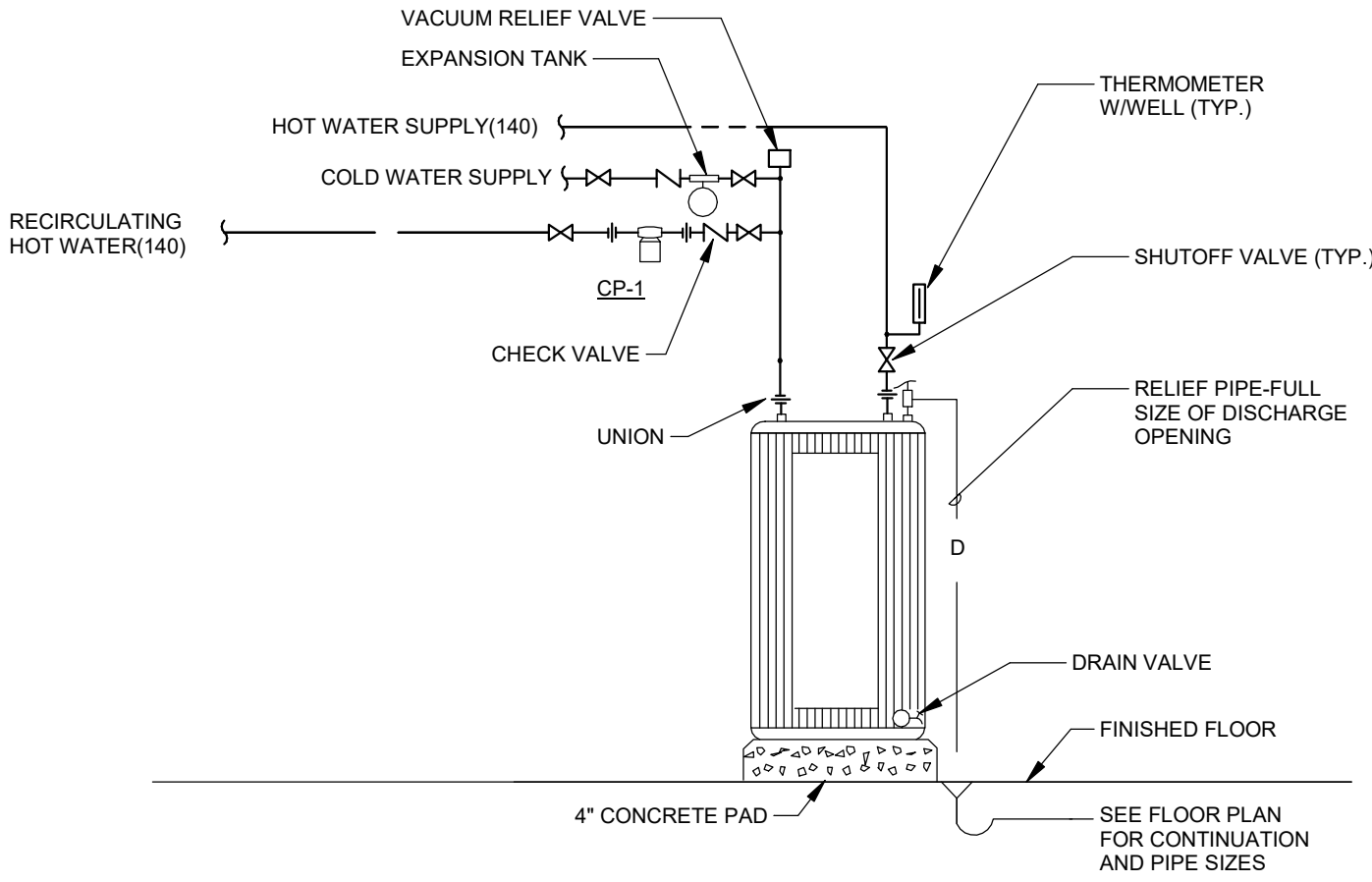
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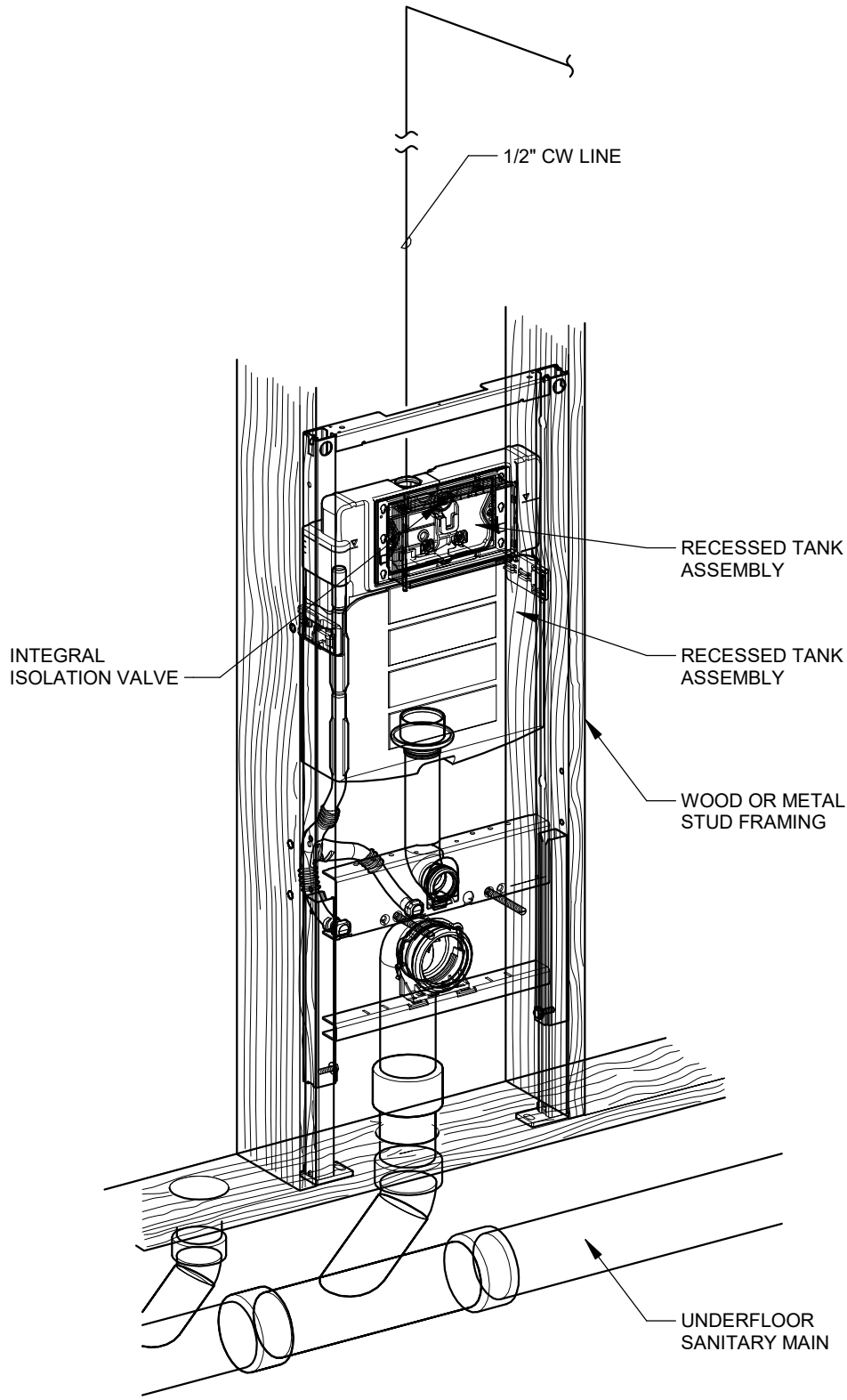


SIZE	SYMBOL	FIXTURE UNIT RATINGS	A SIZE	B SIZE
1/2"	A	1 - 11	5"	1/2"
3/4"	B	12 - 32	5"	3/4"
1"	C	33 - 60	7"	1"
1-1/4"	D	61 - 113	7"	1-1/4"
1-1/2"	E	114 - 154	9"	1-1/2"
2"	F	155 - 330	9"	2"

5 WATER SHOCK ARRESTOR DETAIL
NOT TO SCALE

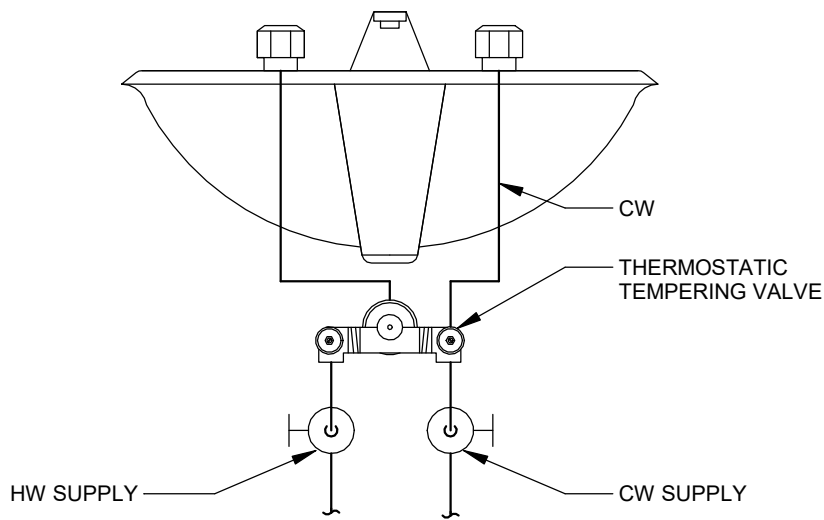


6 WATER HEATER PIPING DETAIL
NTS



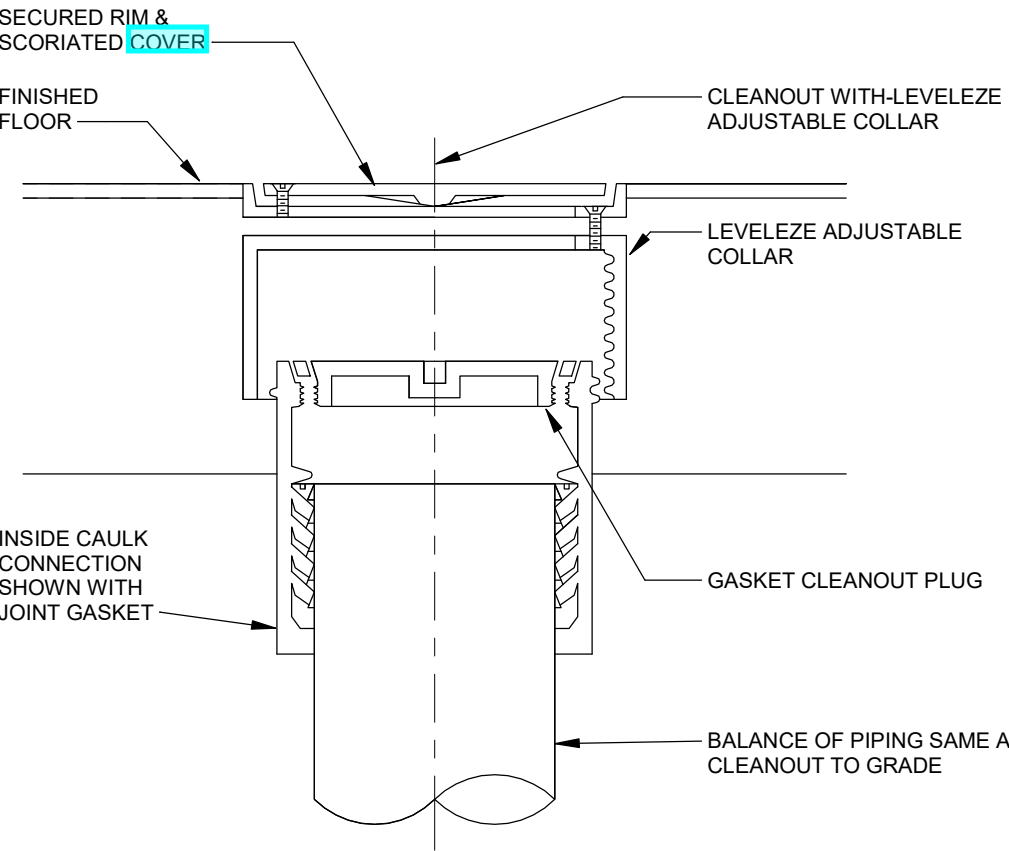
- NOTES:
- REFER TO MANUFACTURERS RECOMMENDATIONS FOR AND INSTALLATION DETAILS.
 - COORDINATE TANK ASSEMBLY ROUGH-IN REQUIREMENTS WITH GENERAL CONTRACTOR (FRAMING CONTRACTOR).
 - PROVIDE PROTECTIVE COVERS ON ALL EXPOSED PIPING AND CONTROLS DURING CONSTRUCTION.

7 TOILET DETAIL
NOT TO SCALE

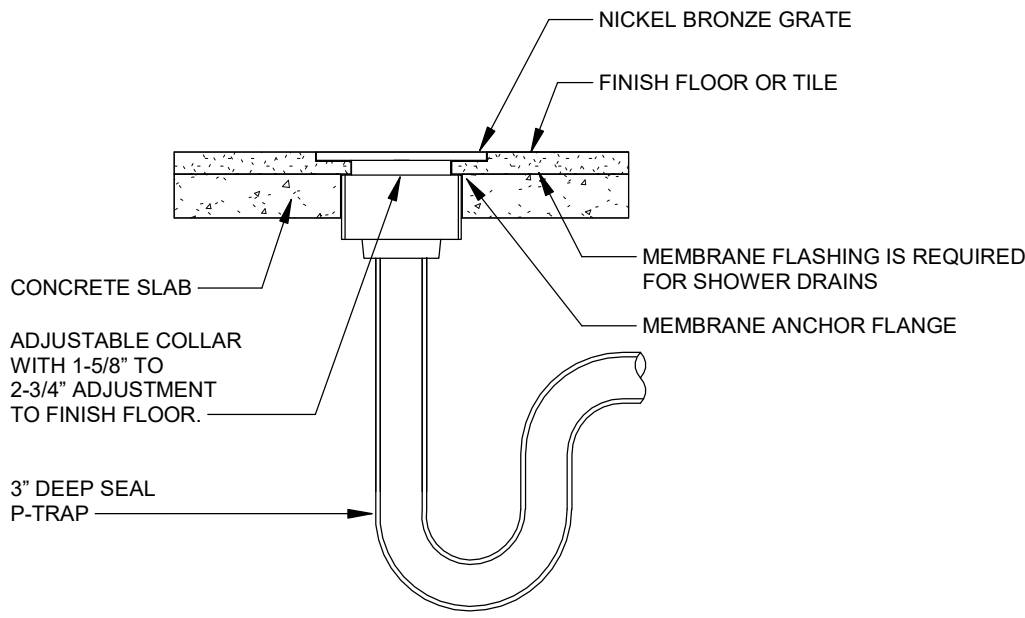


FINISHED FLOOR

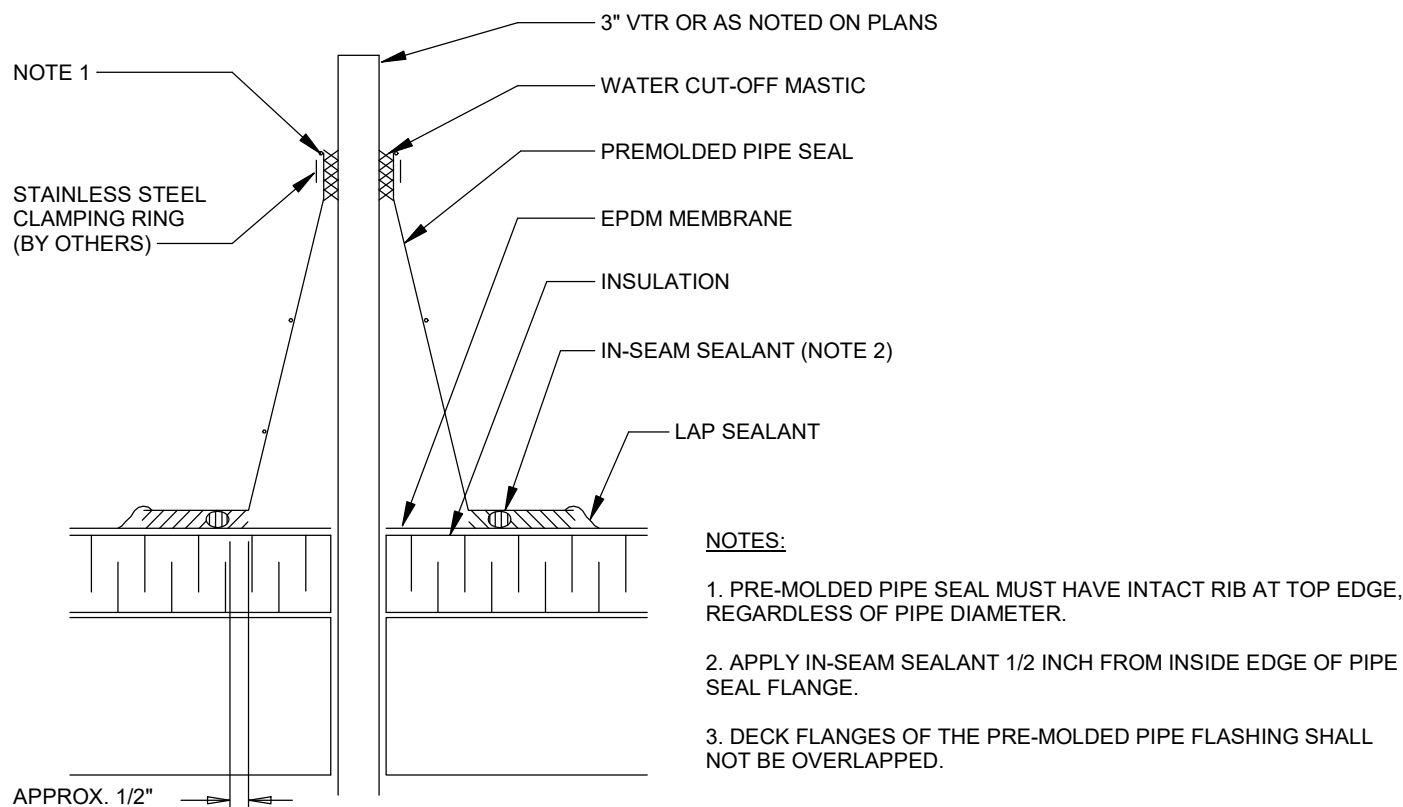
1 POINT-OF-USE MIXING VALVE DETAIL
NTS



2 FLOOR CLEANOUT DETAIL
NTS



3 FLOOR DRAIN DETAIL
NTS



4 PLUMBING VENT THROUGH EPDM ROOF DETAIL
NTS

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PLUMBING FIXTURE SCHEDULE				
REFERENCE	MFR	MODEL	DESCRIPTION	TRIM
BFP-1	WATTS	SD-3	BACKFLOW PREVENTOR - DUAL CHECK WITH ATMOSPHERIC PORT AND STRAINER. 3/8" CONNECTIONS, 316 STAINLESS STEEL CONSTRUCTION AND ALL RUBBER COMPONENTS SHALL COMPLY WITH FDA FOOD ADDITIVE REGULATIONS. COMPLIANT WITH SAFE DRINKING WATER ACT, NSF, AND ASSE 1022.	NA
EW-1 (BI-LEV/ADA)	ELKAY	EZSTL8WSSK	ADA COMPLIANT, WALL HUNG BI-LEVEL ELECTRIC WATER COOLER WITH FRONT AND SIDE PUSHBAR ACTIVATION, STAINLESS STEEL WRAPPER AND BASIN WITH INTEGRAL GRID DRAIN, SAFETY BUBBLER, 8 GPH OF 50°F WATER AT 90°F AMBIENT TEMPERATURE AND 80°F INLET WATER. 115V COMPRESSOR PROVIDED WITH ELECTRIC CORD AND PLUG. ADA COMPLIANT MOUNTING HEIGHTS. ACCESSORY APRON, PROVIDES MANDATORY 27" FLOOR TO UNDERSIDE REQUIREMENTS - THERMO-FORMED TEXTURED ABS PLASTIC, EQUIPPED WITH BOTTOM COVER PLATE. DRAIN & TRAP ASSEMBLY, ADJUSTABLE THERMOSTAT, MOUNTING ACCESSORIES, AND ANGLE STOPS. UNIT SHALL CONFORM TO ANSI 61 & 372.	ELKAY "EZH20", INTEGRAL ADA BOTTLE FILLING STATION, ELECTRONIC SENSOR FOR NO-TOUCH ACTIVATION WITH AUTOMATIC 30-SECOND SHUT-OFF TIMER. STATION SHALL PROVIDE 1.1-1.5 GPM FLOW RATE WITH LAMINAR FLOW OUTLET TO MINIMIZE SPLASHING, NO FILTER, INTEGRATED SILVER ION ANTI-MICROBIAL PROTECTION, CERTIFIED TO NSF/ANSI 42 AND 53.
FCO-1	ZURN	Z1400	ADJUSTABLE FLOOR CLEANOUT, CAST IRON BODY, TAPERED THREAD PLUG AND ROUND NICKEL BRONZE SCORIATED CAST IRON HEAVY-DUTY SECURED TOP, ADJUSTABLE TO FINISHED FLOOR. OUTLET SIZE AS NOTED ON DRAWINGS.	NA
FD-1	ZURN	Z415B	CAST IRON BODY FLOOR DRAIN, TYPE "B" 6" ROUND POLISHED NICKEL BRONZE STRAINER. OUTLET SIZE AS NOTED ON DRAWINGS.	PROVIDE WITH TRAP GUARD; PROSET "TRAP GUARD", SURE SEAL "MODEL SS", OR APPROVED EQUAL.
GD-1	IN-SINK-ERATOR	BADGER 5XP	GARBAGE DISPOSAL, CONTINUOUS FEED, GALVANIZED STEEL GRINDING ELEMENTS WITH STAINLESS STEEL 360° SWIVEL LUGS, PERMANENTLY LUBRICATED,3/4 HP, 120V, MANUAL RESET OVERLOAD, WITH CORD AND PLUG. CONTROLLED BY WALL SWITCH. WIRING BY E.C.	NA
IMB-1	SIOUX CHIEF	OX BOX(TM)	ICE MAKER OUTLET BOX - ABS PLASTIC ENCLOSURE, FIRE RATED, 1/2" FIP INLET, 1/4" OD OUTLET LEAD FREE QUARTER TURN BRASS BALL VALVE WITH FACEPLATE.	INSTALL BFP-1 DOWNSTREAM OF ICE MAKER OUTLET BOX.
L-1(ADA)	DURAVIT	30055	WALL HUNG, VITREOUS CHINA LAVATORY, OVERALL DIMENSIONS 21 1/2" x 16 3/4", SINGLE CENTER HOLES, OVERFLOW, NO BACKSPLASH. WALL MOUNT / PROVIDE WITH CONCEALED ARM CARRIER. ADA COMPLIANT. PROVIDE WITH SHROUD BELOW BASIN.	SLOAN "EAF-250", ADA COMPLIANT, BATTERY POWERED SENSOR TYPE FAUCET, WITH OFFSET GRID STRAINER AND TRAP, TRUEBRO "102W, 105" CW, HW, AND WASTE PIPE GUARDS AND ESCUTCHEONS. MAXIMUM FIXTURE FLOW TO BE 0.5 GPM. PROVIDE POWERS "LFE480" POINT OF USE MIXING UNDER FIXTURE. MIXING VALVE MUST MEET ASSE 1070 AND UPC 2009 REQUIREMENTS. PROVIDE WITH 1/4 TURN, 3/8" BRASS STOPS.
L-2 (ADA)	KOHLER	K-2210	OVAL, UNDERCOUNTER MOUNT, VITREOUS CHINA LAVATORY, OVERALL DIMENSIONS 19 1/4"x16 1/4". COORDINATE REQUIRED COUNTERTOP OPENINGS WITH G.C.	DELTA "559LF-PP", CHROME PLATED BRASS, SINGLE HANDLE PRESSURE BALANCED MIXING FAUCET WITH POP-UP DRAIN. MAXIMUM FIXTURE FLOW TO BE 1.2 GPM. PROVIDE POWERS "LFE480" POINT OF USE MIXING VALVE UNDER FIXTURE. MIXING VALVE MUST MEET ASSE 1070 AND UPC 2009 REQUIREMENTS. PROVIDE WITH 1/4 TURN, 3/8" BRASS STOPS.
SK-1	ELKAY	ELUHAQD3218	DOUBLE BOWL, UNDERCOUNTER MOUNT, 18-GAUGE STAINLESS STEEL, COMPLETELY UNDERCOATED, 32" SIDE TO SIDE x 18 1/2" FRONT TO BACK, EACH BOWL 14 1/4" x 16 1/2" x 8" DEEP. VERIFY FINAL DIMENSIONS FROM ARCH ELEVATION AND MILWORK DRAWINGS. COORDINATE ALL REQUIRED HOLES FOR TRIM AND INDICATE IN SUBMITTAL. REMOVABLE STAINLESS STEEL BASKET STRAINERS AND TAILPIECE.	DELTA "9159-DST", ADA, BRASS CONSTRUCTION, CHROME-PLATED FINISH, STANDARD SWIVEL SPOUT, 9" REACH, 1.8 GPM AERATOR, SINGLE LEVER HANDLE, INTEGRAL DUAL-FUNCTION SPRAY WITH DUAL INTEGRAL CHECK VALVES AND 53" LONG HOSE, 10-1/2" ESCUTCHEON, THREE HOLE FAUCET. PROVIDE WITH 1/4 TURN, 3/8" BRASS STOPS.
WC-1 (CONEALED TANK/WALL HUNG)	DURAVIT	2530090092	ADA, WALL HUNG DUAL FLUSH (1.28GPF/1.6 GPF), WHITE VITREOUS CHINA, ELONGATED BOWL, CONCEALED FLUSH TANK WITH INTEGRATED CARRIER RATED FOR MINIMUM 500 LBS, BOLT CAPS. ADA COMPLIANT BOWL HEIGHT. MANUAL PUSH BUTTON DUAL FLUSH CONTROLS WITH PLASTIC TRIM. TANKS AND CARRIERS FROM OTHER MANUFACTURERS (GEBERIT, TOTO, KOHLER) ARE ACCEPTABLE. PROVIDE WITH 5 YEAR WARRANTY.	DURAVIT "0064390000" (OR SAME AS TOILET MFR) WHITE OPEN FRONT, SELF-SUSTAINING HEAVY SEAT, INJECTION MOLDED PLASTIC, STAINLESS STEEL POSTS, ESCUTCHEON & WAX RING. PROVIDE WITH INTEGRAL 1/4 TURN, 3/8" BRASS STOP.

NOTES:
1. REFER TO PLUMBING FIXTURE ROUGH-IN SCHEDULE FOR MINIMUM CONNECTION SIZES.

PLUMBING PIPING AND INSULATION SCHEDULE

SYSTEM	SIZE RANGE...	LOCATION	PIPE MATERIAL (NOT...	JOINT TYPE (NOTE 1)	VALVE TYPES (NOTE...	INSULATION TYPE (NOTE 2)	INSULATION THICKNESS...	JACKET (NOT...	NOT...
DOMESTIC COLD WATER	3/4 - 1 1/4	ABOVE...	TYPE L COPPER	SOLDER/PRESSURE...	BRONZE BALL W/ SS...	MINERAL FIBER	1/2	PVC	5
DOMESTIC COLD WATER	3/4 - 1 1/4	IN WALL...	PEX	METAL INSERT		MINERAL FIBER	1/2	--	
DOMESTIC COLD WATER	1 1/2 - 2	ABOVE...	TYPE L COPPER	SOLDER/PRESSURE...	BRONZE BALL W/ SS...	MINERAL FIBER	1	PVC	5
DOMESTIC COLD WATER	2 1/2 - 8	ABOVE...	TYPE L COPPER	GROOVED		MINERAL FIBER	1	ALUMINUM	5
DOMESTIC HOT WATER	3/4 - 1 1/4	ABOVE...	TYPE L COPPER	SOLDER/PRESSURE...	BRONZE BALL W/ SS...	MINERAL FIBER	1	PVC	5
DOMESTIC HOT WATER	3/4 - 1 1/4	IN WALL...	PEX	METAL INSERT		MINERAL FIBER	1	--	
DOMESTIC HOT WATER	1 1/2 - 2	ABOVE...	TYPE L COPPER	SOLDER/PRESSURE...	BRONZE BALL W/ SS...	MINERAL FIBER	1 1/2	--	5
DOMESTIC HOT WATER	2 1/2 - 8	ABOVE...	TYPE L COPPER	GROOVED		MINERAL FIBER	1 1/2	ALUMINUM	5
DOMESTIC HOT WATER...	3/4 - 1 1/4	ABOVE...	TYPE L COPPER	SOLDER/PRESSURE...	BRONZE BALL W/ SS...	MINERAL FIBER	1	PVC	5
DOMESTIC HOT WATER...	3/4 - 1 1/4	IN WALL...	PEX	METAL INSERT		MINERAL FIBER	1	--	
NATURAL GAS (UNDER 2...	3/4 - 2	ABOVE...	SCH 40 STEEL	THREADED	BRONZE BALL OR PLUG	--	--	--	
NATURAL GAS (2PSIG)	2 - 6	ABOVE...	SCH 40 STEEL	WELDED	CAST IRON PLUG	--	--	--	
NATURAL GAS	3/4 - 2	BELOW...	PE	FUSION	PE BALL	--	--	--	
SANITARY DRAIN (GRAVITY)	1 1/2 - 8	BELOW...	SCH 40 PVC DWV / CI	SOLVENT / HUB &...	N/A	--	--	--	
SANITARY VENT PIPING	1 1/4 - 4	BELOW...	SCH 40 PVC DWV / CI	SOLVENT / HUB &...	N/A	--	--	--	
SANITARY DRAIN (GRAVITY)	1 1/2 - 8	ABOVE...	SCH 40 PVC DWV / CI	SOLVENT / NO HUB	N/A	--	--	--	
SANITARY VENT PIPING	1 1/4 - 6	ABOVE...	SCH 40 PVC DWV / CI	SOLVENT / NO HUB	N/A	MINERAL FIBER	1	--	5,6

NOTES:
1. ALL PIPING UTILIZED FOR POTABLE WATER SHALL MEET NSF 14, 61 AND 372. PUSH TO CONNECT / PUSH ON TYPE JOINTS ARE NOT ALLOWED. REFER TO SPECIFICATIONS FOR FURTHER JOINT AND MATERIAL REQUIREMENTS.
2. REFER TO SPECIFICATIONS FOR FURTHER INSULATION REQUIREMENTS. INSULATION R-VALUE SHALL MEET INTERNATIONAL ENERGY CODE 2012 REQUIREMENTS.
3. ALL VALVES UTILIZED IN POTABLE WATER SYSTEMS SHALL MEET NSF 61 AND 372. REFER TO SPECIFICATIONS FOR FURTHER VALVE REQUIREMENTS.
4. EXPOSED PIPING MOUNTED BELOW 10'-0" ABOVE FLOOR SHALL HAVE PVC JACKET.
5. INSULATION APPLIED TO PIPING THAT IS LOCATED IN RETURN AIR PLENUMS SHALL MEET ASTM E 84 25/50 FLAME AND SMOKE SPREAD RATING AND COMPLY WITH NFPA STANDARD 90A.
6. VENT PIPING SHALL BE INSULATED A MINIMUM OF 5'-0" FROM EXTERIOR WALL OR ROOF PENETRATION.

PLUMBING FIXTURE ROUGH-IN SCHEDULE					
FIXTURE	CW	HW	VENT	WASTE	NOTES
FLOOR DRAIN	-	-	1 1/2"	2"	1
LAVATORY	1/2"	1/2"	1 1/4"	1 1/4"	1,2
SINK	1/2"	1/2"	1 1/2"	1 1/2"	1,2
WALL BOX (ICEMAKER)	1/2"	-	-	-	1
WATER CLOSET (TANK TYPE)	1/2"	-	2"	4"	1

NOTES:
1. ALL SIZES SHOWN ARE MINIMUM CONNECTION SIZES, REFER TO DRAWINGS FOR FINAL SIZES.
2. ALL VERTICAL WASTE RISERS TO FIXTURES AND ALL BELOW FLOOR WASTE SIZES SHALL BE A MINIMU...
3. CW/HW TO MIXING VALVE. TEPID WATER FROM MIXING VALVE.
4. MINIMUM 3/4" CW AND HW TO FIXTURE. REDUCE PIPE SIZE AT FIXTURE CONNECTIONS ONLY.

DOMESTIC CIRC. PUMP	
REFERENCE	CP-1
MANUFACTURER	GRUNDFOS
MODEL #	UP SERIES
TYPE	INLINE
SERVES	WH-1
GPM	1.5
FT HEAD	20
VOLTAGE/PH	120/1
NOTES	1,2,3,4,5

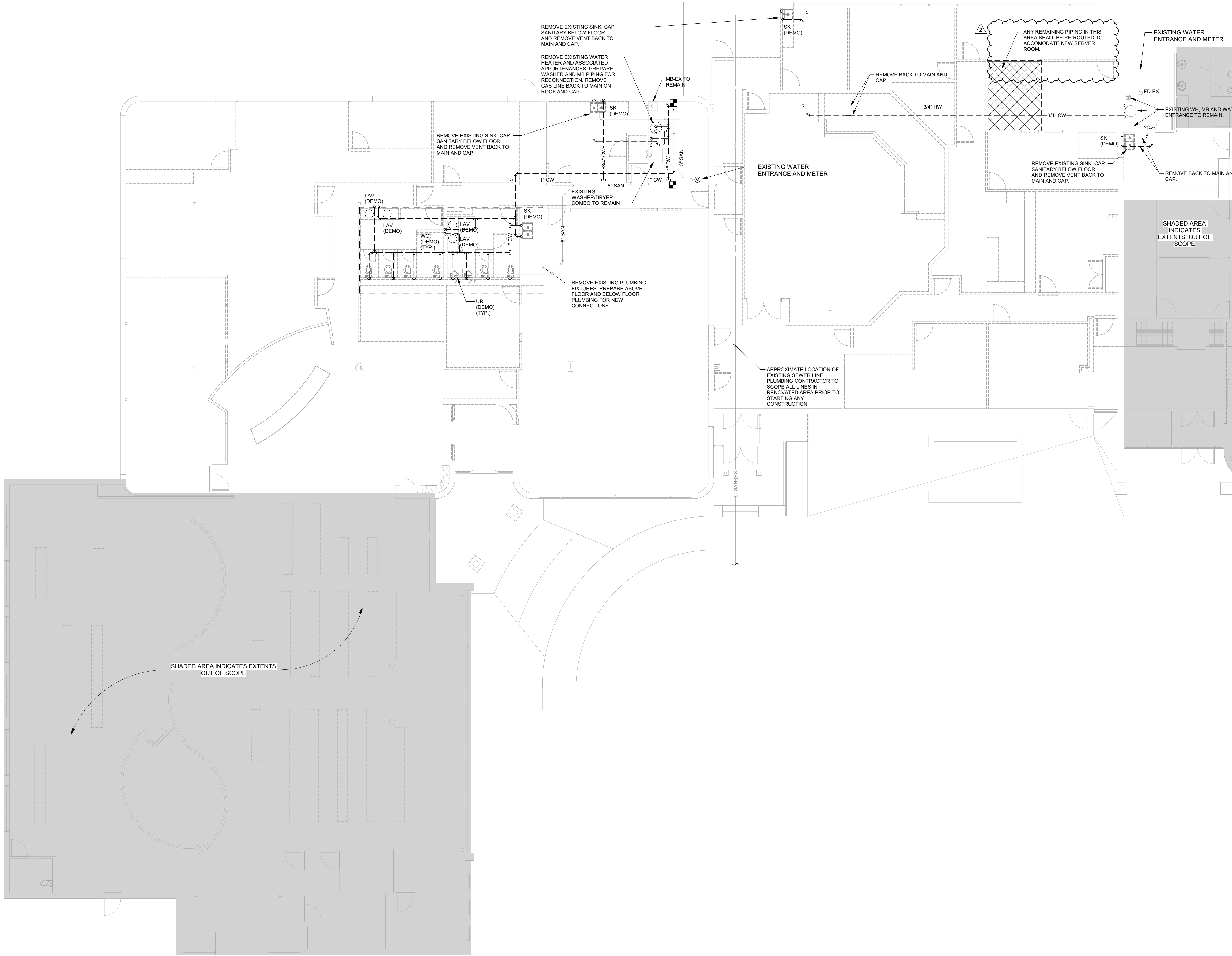
NOTES:
1. PUMP TO OPERATE CONTINUOUSLY.
2. EC TO PROVIDE DISCONNECT.
3. PROVIDE WITH LINE-VOLTAGE, UL LISTED, STRAP-ON AQUASTAT WITH REMOTE SENSOR. INSTALL PER MFR..
4. PUMP TO CYCLE ON/OFF WITH AQUASTAT.
5. PUMP RATED FOR 125 PSIG AT 225F

WATER HEATER...	
REFERENCE	WH-1
MANUFACTURER	AO SMITH
MODEL #	DEL-60D-5
SERVES	SEE PLAN
DIMENSIONS (DIAM, HEIGHT)	27"/32"
GALLONS	50
RECOVERY GPH 80°F RISE	26
KW	5
DELIVERY WATER TEMP (°F)	120
VOLTAGE/PH	208/1
NOTES	1,2,3

NOTES:
1. PROVIDE WITH ASME RATED T&P RELIEF VALVE
2. UNIT TO MEET REQUIREMENTS OF IECC 2012.
3. WATER HEATER TO BE ASME RATED

Key Plan:

Revision Description Date



1 PLUMBING DEMOLITION - UPPER FLOOR PLAN
1/8" = 1'-0"

- GENERAL NOTES:**
- REFER TO **MOMI** FOR GENERAL NOTES & SYMBOLS.
 - PATCH WALLS, ROOFS, AND/OR FLOOR WHERE PIPES OR EQUIPMENT ARE REMOVED. PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION.
 - WHERE PIPING, EQUIPMENT, AND PLUMBING FIXTURES ARE REMOVED, REMOVE ALL VALVES, SUPPORTS, INSULATION, AND APPURTENANCES. REMOVE PIPING BACK TO MAINS AND CAP. DO NOT LEAVE DEAD LEGS LONGER THAN 12".
 - EXISTING SYSTEM REPRESENTED BASED ON LIMITED EXISTING DRAWINGS AND FIELD INVESTIGATION. WHAT IS SHOWN ON PLANS IS TO PROVIDE ESTIMATED QUANTITIES AND SCOPE FOR BIDDING PURPOSES. AWARDED CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.

KEYNOTES

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Key Plan:

Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.17.2024

Council Chambers 203				
BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video				
85" wall mounted displays		Sony	FW-85BZ40L	4
Display wall mount for 85" displays		Chief	XSM1U	4
*Back Box for installation behind displays		*Chief	*PAC 526F	4
Video Conferance Cameras		Aver	PTZ330UV2	2
Camera Switcher		Marshall	VSW-2000	1
AV over IP Video Encoder (Surface Box - Lectern)		Crestron	DM-NVX-360	1
AV over IP Video Encoder (Surface Box - At Rack)		Crestron	DM-NVX-360	3
AV over IP Video Encoder (Wall Plates - Side Wall and Dais)		Crestron	DM-NVX-320-2G-W-T	4
AV over IP Video Decoder (Surface Box - Behind Displays and Projector)		Crestron	DM-NVX-360	5
AV over IP Video Decoder (Surface Box - Under Dais Couter)		Crestron	DM-NVX-360	5
AV over IP Video Decoder (Spare)		Crestron	DM-NVX-363	1
Dais table top monitors		Dell	P1424H	5
48 Port POE+ switch, 960 watts		Netgear	M4250-40G8XF-PoE+	1
7,000 Lumen Laser Light Source Projector		Epson	PowerLite L775U	1
Motorized Projector Lift w/ Large Closure and Low Voltage Control (Black)		Draper	AeroLift 35 (In Black)	1
Motorized 137" Diagonal Rear Projection Screen (Ceiling - Surface Mount)		Draper	Acumen 154105CB**	1
Dedicated Zoom Room PC		Vendor Choice		1
HDMI USB capture device		Magewell	32060	1
SDI to HDMI Converter		Black Magic	SHOG3	1
SDI to HDMI USB capture device		Magewell	32070	1
Audio				
Audio amplifier		QSC	Core 110f	1
Audio DSP		QSC	SPA4-60	1
Recessed Ceiling speakers (SP1 - In ceiling Tile)		QSC	AD-CGT-LPZB-WH	4
Recessed Ceiling speakers (SP2 - Above wood slat ceiling)		Blamp/Desono	DX-55-UB	6
Dais microphones, 18" gooseneck, push-to-talk, LED indicator		Shure	MX400DP base + MX418 mic	10
Lectern Microphone 12" gooseneck, furniture installed, LED indicator		Shure	MX412	1
Wireless Microphone - Handheld Transmitter		Shure	ULXD2/SM58	2
Wireless Microphone - Bodypack Transmitter + Lapel		Shure	ULXD1 + MX185	2
Wireless Microphone Dual Battery Charging Station		Shure	SBC200	2
Wireless Microphone Quad Receiver (Dante)		Shure	ULXD4Q	1
Active Antenna Amplifier (Remote Antenna)		Shure	UA834	2
Assistive Listening System (5 receivers)		Williams Sound	IRS12	1
Dual XLR Face Plates		Liberty AV	PC-G1320-E-S-B	5
Controls				
Controls Processor		Crestron	CP4N	1
Control Port Expansion Module		Crestron	C2N-IO	2
General Purpose I/O to control microphone mute/unmute		QSC	QIO-GP8x8	2
7" Touchscreen (Wall Mount)		Crestron	TSW-770	2
Misc				
Room Scheduler (Outside of Room on Wall)		Extron	TLS 525M	1
AV Rack		Existing	Existing	1
Rack mount power distribution		MAP	PD-320RC-20	2
Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.		Custom by AV contractor. Itemize and provide lump sum pricing		
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.				
* This product to be provided and installed by electrical contractor				
** Provide additional "black drop" screen material to allow the projector casing to sit above the wood slat ceiling				

Large Meeting Room 202				
BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video				
	98" wall mounted display	Sony	FW-98BZ53L	1
	Display wall mount for 98" displays	Chief	XSM1U	1
	*Back Box for installation behind displays	*Chief	*PAC 526F	1
	Video conferencing camera	QSC	NC-12x80	1
	AV over IP Encoder	QSC	NV-21-HU	1
	Power Supply for AV over IP Encoder	QSC	NV-21-PSU	1
	AV over IP Decoder	QSC	NV-21-HU	1
	Wireless Presentation Device	Barco	Clickshare CX-30	1
	Wireless Presentation Device Tray	Barco	Clickshare Tray	1
	Wireless Presentation Device Mount	Barco	TV Mount	1
	Passive HDMI Wall Plate	Vendor choice	Vendor choice	1
Audio				
	Digital Signal Processor	QSC	Core 8 Flex	1
	Ceiling Microphone	Sennheiser	TeamConnect 2	1
	Ceiling Microphone In Ceiling Mounting Frame	Sennheiser	SL CM EB US	1
	Ceiling Speakers (SP3 - In-Ceiling)	QSC	AD-CAT-LPZB	6
	Speaker Amplifier	QSC	SPA2-60	1
Misc				
	Control panel	QSC	TSC-70-G3	1
	Ceiling Enclosure (include all-thread accessories)	AtlasIED	CR222	1
	AV Network Switch	QSC	NS10-720++	1
	Under table shelf for USB extenders and Hub	FSR Products	WM-UTR1S	1
	Room Scheduler (Outside of Room on Wall)	Extron	TLS 525M	1
	6 foot flexible USB-C cable (for table top connection)	Extron	26-715-06	1
	6 foot flexible HDMI cables (for table top connection)	Extron	26-663-06	1
	Point-to-Point plenum-rated Category 6/6A cables	Vendor choice	Vendor choice	
	Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor.	Itemize and provide lump sum pricing	
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.				
* This product to be provided and installed by electrical contractor				

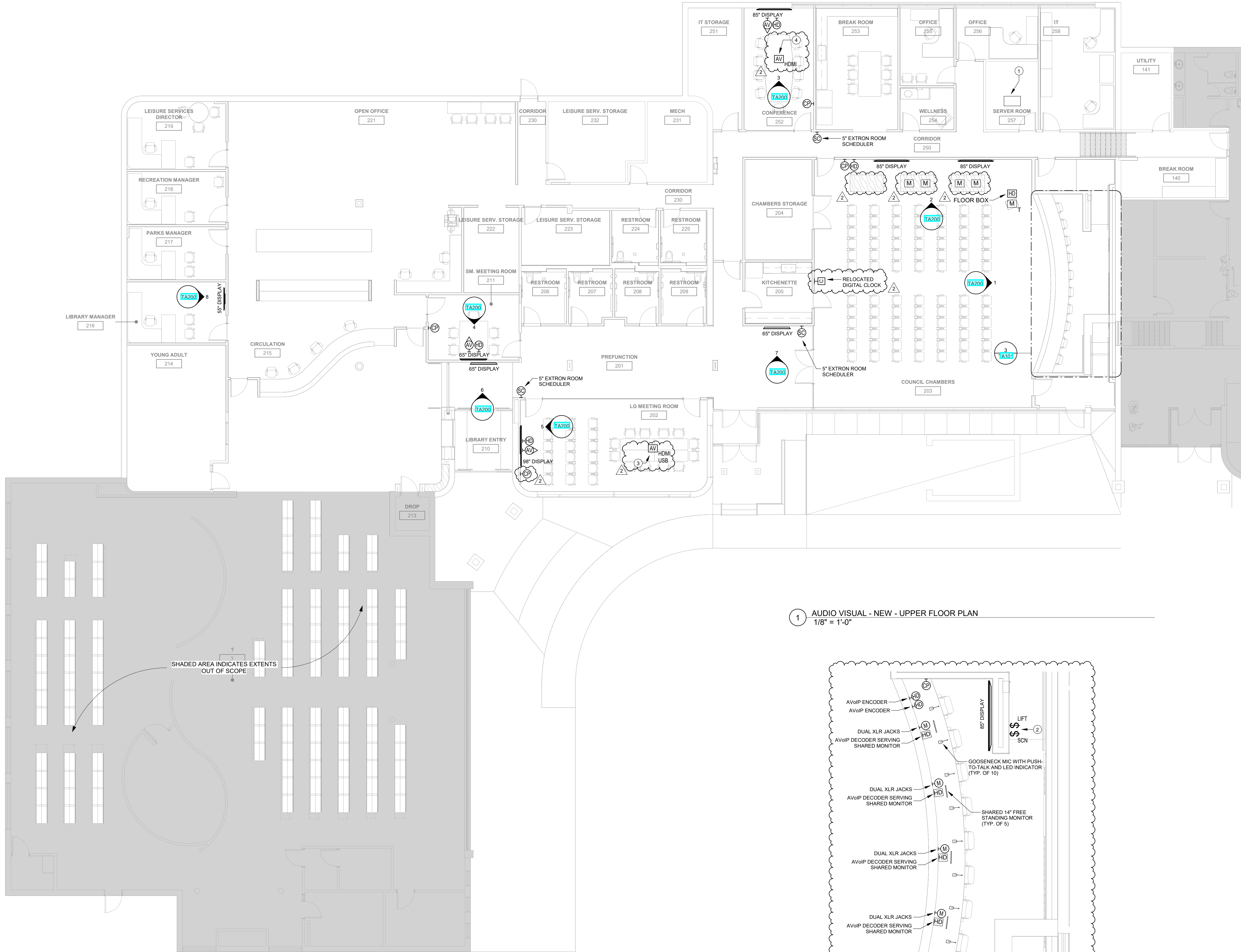
Conference Room 252				
BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video				
	85" wall mounted displays	Sony	FW-85BZ40L	1
	Display wall mount for 85" displays	Chief	XSM1U	1
	*Back Box for installation behind displays	*Chief	*PAC 526F	1
	Video conferencing media bar + wireless presentation	Barco	Clickshare Bar Pro	1
	Media Bar TV Mount	Barco	Clickshare TV Mount	1
	Clickshare Dongles (included with media bar)	Barco	Clickshare	2
	Control panel (include 12VDC Power Supply)	Extron	MLC 55 RS	1
Misc				
	Room Scheduler (Outside of Room on Wall)	Extron	TLS 525M	1
	Passive HDMI wall plate (immediately below display)	Vendor choice	Vendor choice	1
	35 foot fiber HDMI cable (input to below table)	Extron	26-726-35	1
	6 foot flexible HDMI cables (for table top connection)	Extron	26-663-06	2
	Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor.	Itemize and provide lump sum pricing	1
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.				

Small Meeting Room 211				
BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video				
	65" wall mounted display	Sony	FW-65BZ40L	1
	Display wall mount for 65" display	Chief	MTM1U	1
	*Back Box for installation behind displays	*Chief	*PAC 526F	1
	Video conferencing media bar + wireless presentation	Barco	Clickshare Bar Pro	1
	Media Bar TV Mount	Barco	Clickshare TV Mount	1
	Clickshare Dongles (included with media bar)	Barco	Clickshare	2
	Control panel (include 12VDC Power Supply)	Extron	MLC 55 RS	1
Misc				
	6 foot flexible HDMI cables (for table top connection)	Extron	26-663-06	2
	Passive HDMI wall plate (immediately below display)	Vendor choice	Vendor choice	1
	Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor.	Itemize and provide lump sum pricing	
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.				
* This product to be provided and installed by electrical contractor				
THE ABOVE EQUIPMENT IS LISTED QUANTITIES FOR ONE LOCATION OF THIS TYPE. MISC MATERIALS AND LABOR SHOULD BE INCLUDED FOR ALL LOCATIONS. AV BIDDER RESPONSIBLE FOR REVIEW OF ALL DRAWINGS, SPECIFICATIONS AND NOTES SECTION OF THIS TAB. THIS SPREADSHEET CAN BE MODIFIED. BIDDER MAY MODIFY MAKE AND MODEL FOR EQUAL PRODUCTS ON BID SUBMISSION. IN CASE OF DISCREPANCY BETWEEN QUANTITIES HEREIN AND DRAWINGS, MODIFY FORM AS REQUIRED TO PROVIDE WORST CASE PRICING.				

Library Manager 216			
BASE BID			
BASIS-OF DESIGN			
DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video			
55" wall mounted display	Sony	FW-55BZ40L	1
Display wall mount for 55" display	Chief	MTM1U	1
*Back Box for installation behind displays	*Chief	*PAC 526F	1
Avigilon Client	Avigilon	Existing	1
Misc			
Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor. Itemize and provide lump sum pricing		
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.			
* This product to be provided and installed by electrical contractor			

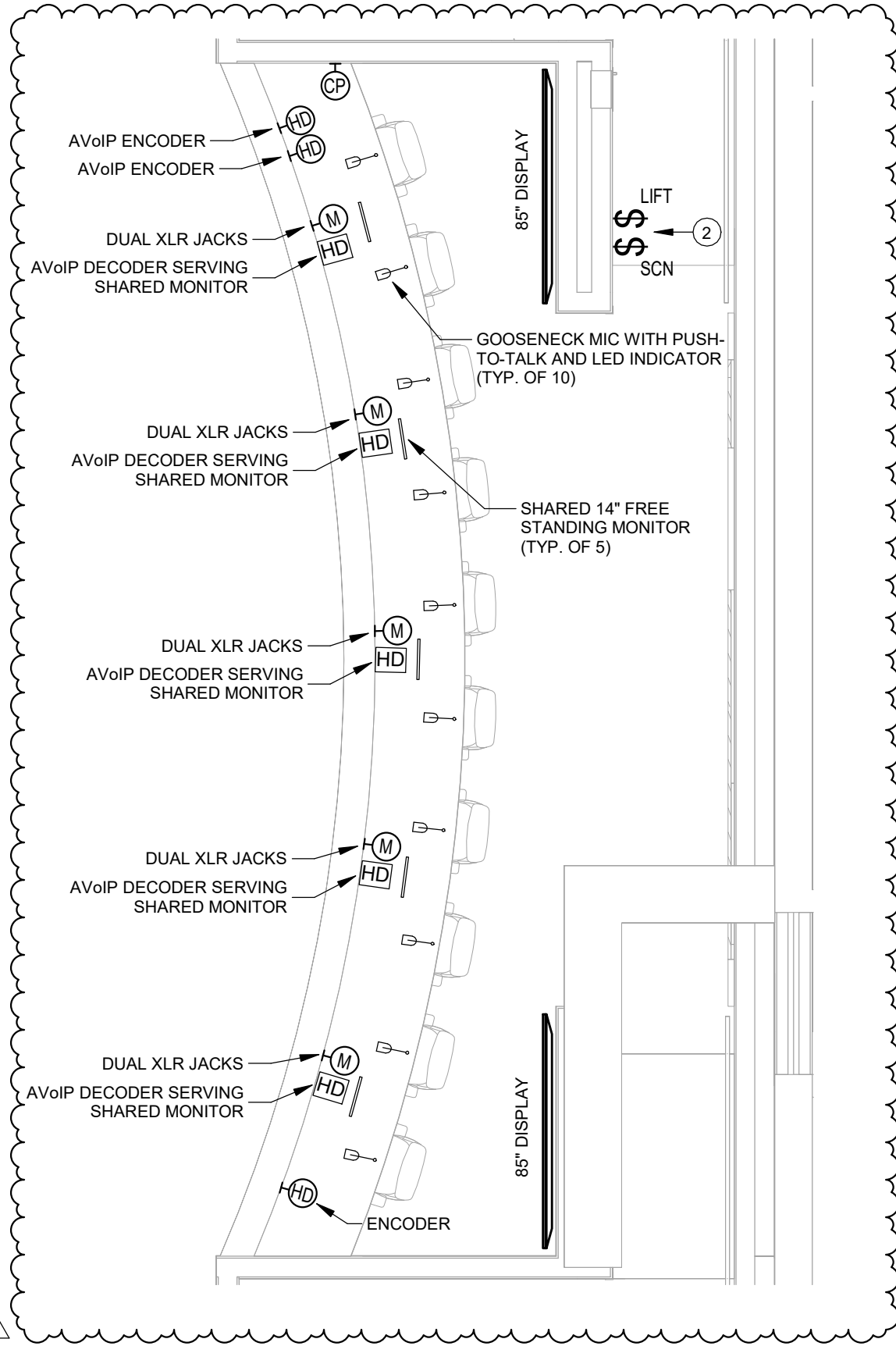
<u>Information Displays</u>				
BASE BID				
BASIS-OF DESIGN				
	DESCRIPTION	MANUFACTURER	MODEL/PART	QTY
Video				
	65" wall mounted display	Sony	FW-65BZ40L	2
	Display wall mount for 65" display	Chief	MTM1U	2
	*Back Box for installation behind displays	*Chief	*PAC 526F	2
Misc				
	Misc. patch cords, inter-rack wiring, lacing bars, connectors, power supplies, etc. needed for a complete system.	Custom by AV contractor. Itemize and provide lump sum pricing		
AV Contractor is responsible for a complete and operable system. Any discrepancies with equipment list or needed clarifications should be brought to attention of project manager/consultant prior to award of bid.				
* This product to be provided and installed by electrical contractor				

- Functional Narrative and Programming Notes**
- Large Conference Room 202**
- Audio & video conferencing via a "Bring Your Own Meeting" room configuration.
 - Video conferencing camera shall be mounted to the wall above the display with a manufacturer accessory.
 - An in-ceiling beamtracking microphone shall be provided that is connected back to a digital signal processor hosted in a plenum ceiling enclosure.
 - In ceiling speakers shall be provided that is an connected back to an amplifier that is fed from the same in ceiling digital signal processor.
 - One (1) 98" wall mounted display of at least 1080P resolution and 350 NIT brightness. Display must also have the ability to turn on automatically upon source detection.
 - An HDMI input will be provided to connect laptop/PC to display through the floor box. AV over IP transport technology shall be provided at the table and at the TV. Additionally, an HDMI and/or USB-C cable connection shall allow any user to share content and gain access to the AV resources in the room.
 - A passive HDMI wall plate shall be provided directly below the display to allow for an ad hoc meeting with no audio requirements.
 - A wireless presentation option shall be provided that allows users to quickly and easily activate a local room share meeting.
 - Room shall be controlled through a wall mounted touchscreen controller.
- Conference Room 252**
- Audio & video conferencing via a "Bring Your Own Meeting" room configuration.
 - Video conferencing media bar (soundbar with integral beamtracking microphone and camera) shall be provided.
 - One (1) 85" wall mounted display of at least 1080P resolution and 350 NIT brightness. Display must also have the ability to turn on automatically upon source detection.
 - A passive HDMI wall plate shall be provided directly below the display to allow for an ad hoc meeting with no audio requirements.
 - An HDMI input will be provided under the table to connect laptop/PC to display through the passive HDMI face plate.
 - A wireless presentation option shall be provided that allows users to quickly and easily activate a local room share meeting.
 - Room shall be controlled through a wall mounted keypad controller.
- Small Meeting 211**
- Audio & video conferencing via a "Bring Your Own Meeting" room configuration.
 - Video conferencing media bar (soundbar with integral beamtracking microphone and camera) shall be provided.
 - One (1) 65" wall mounted display of at least 1080P resolution and 350 NIT brightness. Display must also have the ability to turn on automatically upon source detection.
 - An HDMI input will be provided to connect laptop/PC to display through the passive HDMI face plate.
 - A wireless presentation option shall be provided that allows users to quickly and easily activate a local room share meeting.
 - Room shall be controlled through a wall mounted keypad controller.
- Information Displays**
- Two (2) 65" Wall mounted displays with mounts
 - OPE signage player
 - No audio is default
 - Power on/off setup for the displays, allowing end user to set "time on" and "time off" for their displays.
- Council Chambers 203**
- Audio & Video conferencing via a Crestron video transport platform integrated with the Zoom through a dedicated Zoom PC.
 - Crestron touchscreen control panels shall be located at both the Dais and the side wall for room setup and control.
 - The two camera (PTZ) system will be installed in the ceiling at predetermined locations for use during video conferencing.
 - All camera connectivity shall route back to a dedicated switcher. Content captured by the switcher shall be made available to the Zoom PC along with the Crestron system to share views in room.
 - Two (2) front wall 65" mounted displays of at least 1080P resolution and 500 NIT brightness. In addition two (2) side wall displays shall be added also 65" size.
 - Ceiling speakers will provide audio to room, including program audio & conference audio.
 - A series of wired microphones shall be stationed at the Dais and Lectern to support audio both locally and for remote (Zoom) presentations.
 - Wired microphones shall be control through the Crestron touchscreen for mute and unmute functionality.
 - Wireless microphones shall be provided for audience needs during a Council meeting and/or Library Program usage.
 - All head end AV equipment will be located in an existing Server cabinet located across the hallway inside the newly configured server room.
 - A main lectern will be provided and will have the following functionality:
 - HDMI input will be provided to connect laptop/PC to display.
 - Lectern microphone (hard-wired)
 - All lectern devices will connect into floor box jacks so they can be disconnected.
 - An IR assisted listening system will be installed with five (5) receivers for use as needed.
 - The AV touch panel shall include the following controls:
 - Video matrix page that allows any source to be sent to any output. By default main lectern HDMI input will always route to Zoom codec, and Zoom codec will by default be routed to all displays.
 - Power on/off setup for the displays, allowing City of Clive to set "time on" and "time off" for their displays.
 - Confirm with City of Clive if they want the panel password protected.
 - Audio controls (up, down and mute) for all microphones and incoming video conference audio, and program audio.
 - Ceiling cameras and video content control shall be managed by a dedicated room operator seated at the Dais.
 - Preset setup based on City of Clive requirements. Suggested items to include:
 - Default audio levels (restored to default level at scheduled time)
 - Turn displays off
 - Default input on all screens
 - Mute lectern and wireless mics (I suggest this is default state, users to unmute when they need the mics active)
 - Library Program Use (Motorized program down, motorized projector lift down, projector on, default HDMI input at the side wall)



1 AUDIO VISUAL - NEW - UPPER FLOOR PLAN
1/8" = 1'-0"

3 ENLARGED PLAN - COUNCIL CHAMBERS DIAS - AV FLOOR PLAN
1/4" = 1'-0"



- GENERAL NOTES**
- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLEING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLEING.

- KEYNOTES**
- 1 EXISTING SERVER CABINET TO REMAIN. CABINET SHALL BE AVAILABLE TO HOST ALL NEW AUDIO VISUAL SYSTEMS EQUIPMENT THAT SERVES THE NEWLY CONFIGURED COUNCIL CHAMBERS.
- 2 LOCATION OF ELECTRICAL SWITCHES TO OPERATE THE MOTORIZED PROJECTOR SCREEN AND MOTORIZED PROJECTOR.
- 3 FLOOR BOX SHALL ACCOMMODATE ONE (1) CATEGORY 6 POINT-TO-POINT CABLE TO SUPPORT AV OVER IP ENCODER LOCATED BELOW THE TABLE. AN HDMI AND USB CABLE SHALL BE ROUTED FROM BELOW TABLE TO TABLE TOP. REFER TO THE RISER DIAGRAM DETAILS FOR ADDITIONAL INFORMATION.
- 4 FLOOR BOX SHALL ACCOMMODATE ONE (1) HDMI CABLE ROUTED FROM THE ROOM DISPLAY TO AN HDMI PLATE IN THE FLOOR BOX. REFER TO THE RISER DIAGRAM DETAILS FOR ADDITIONAL INFORMATION.

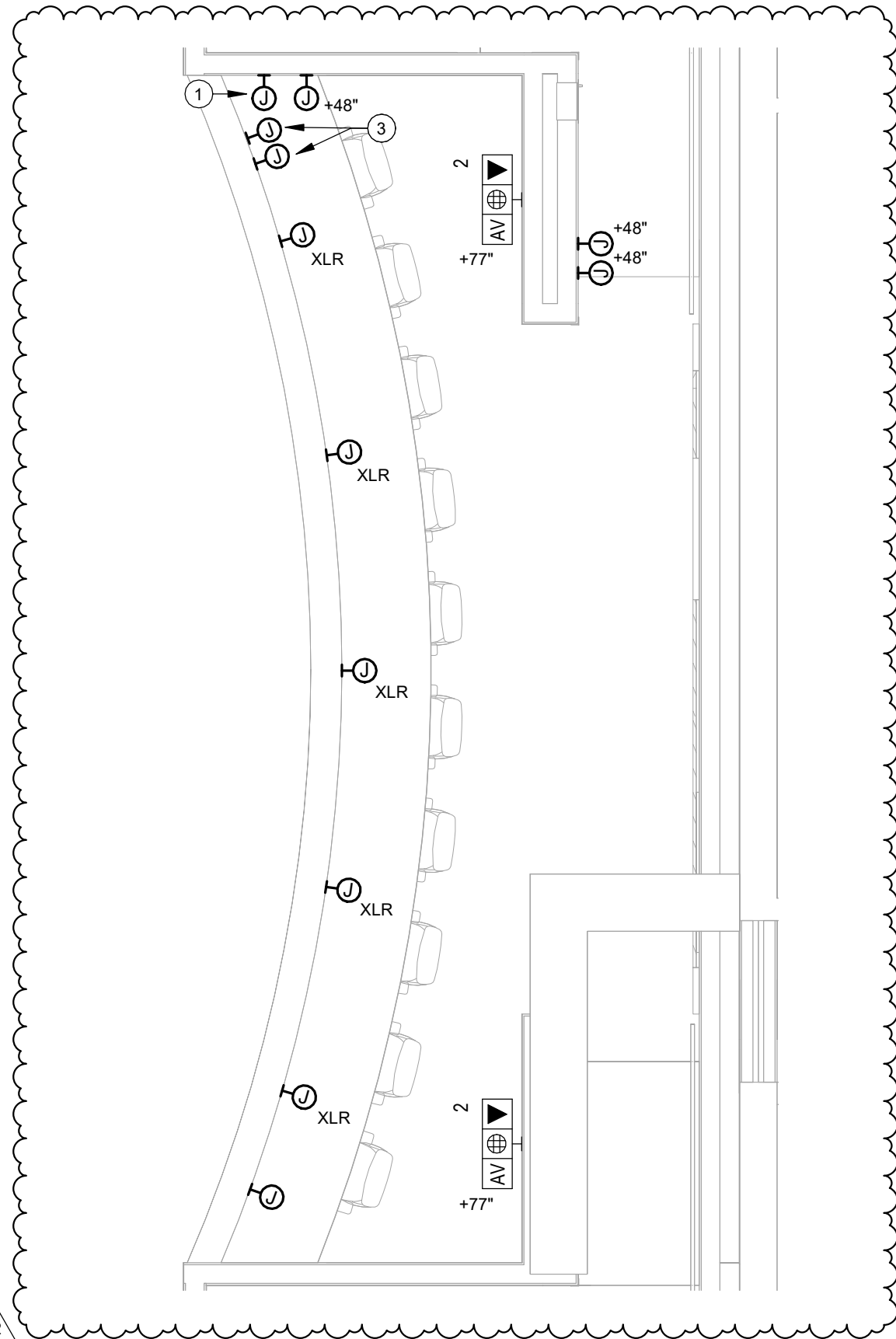
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- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLEING.

- KEYNOTES**
1. PROVIDE ONE (1) 2-GANG DEEP BOX WITH A 2-GANG OPENING. BOX SHALL BE EQUAL TO RACO #259. PROVIDE TWO (2) 1-1/4" CONDUITS STUBBED TO ABOVE CEILING TO SUPPORT DAIS DEVICE CONNECTIVITY. PROVIDE A 2-GANG GROMMET COVERPLATE FOR THE OPENING.
2. PROVIDE UNDER TABLE MOUNT ENCLOSURE EQUAL TO FSR PRODUCTS CONCERTO. ENCLOSURE SHALL HOST USB EXTENDER(S) AND ANY OTHER ACCESSORIES REQUIRED FOR TABLE TOP CONNECTIVITY.
3. PROVIDE TWO (2) DEEP 2-GANG JUNCTION BOXES EACH WITH A 2-GANG OPENING TO SERVE AV OVER IP ENCODERS.

1 AUDIO VISUAL ELECTRICAL - NEW - UPPER FLOOR PLAN
1/8" = 1'-0"



2 ENLARGED PLAN - COUNCIL CHAMBERS DIAS - AV ELECTRICAL FLOOR PLAN
1/4" = 1'-0"

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Project
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Key Plan

Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.17.2024

OPN Project No.
24811000

Sheet Issue Date
11/07/2024

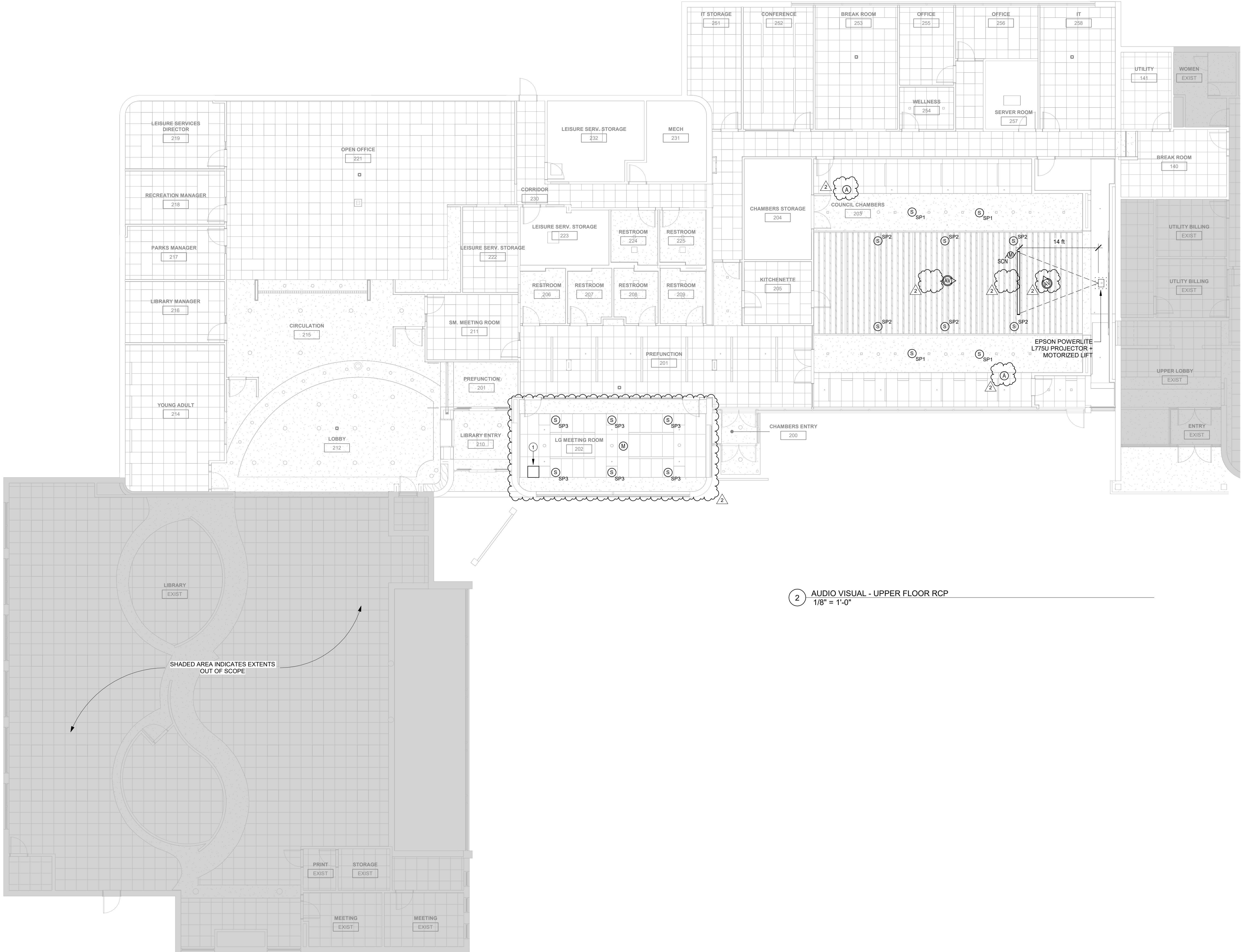
100% CONSTRUCTION DOCUMENTS

Sheet Name
AUDIO VISUAL ELECTRICAL FLOOR PLAN

Sheet Number

TA102

Page 862 of 1186

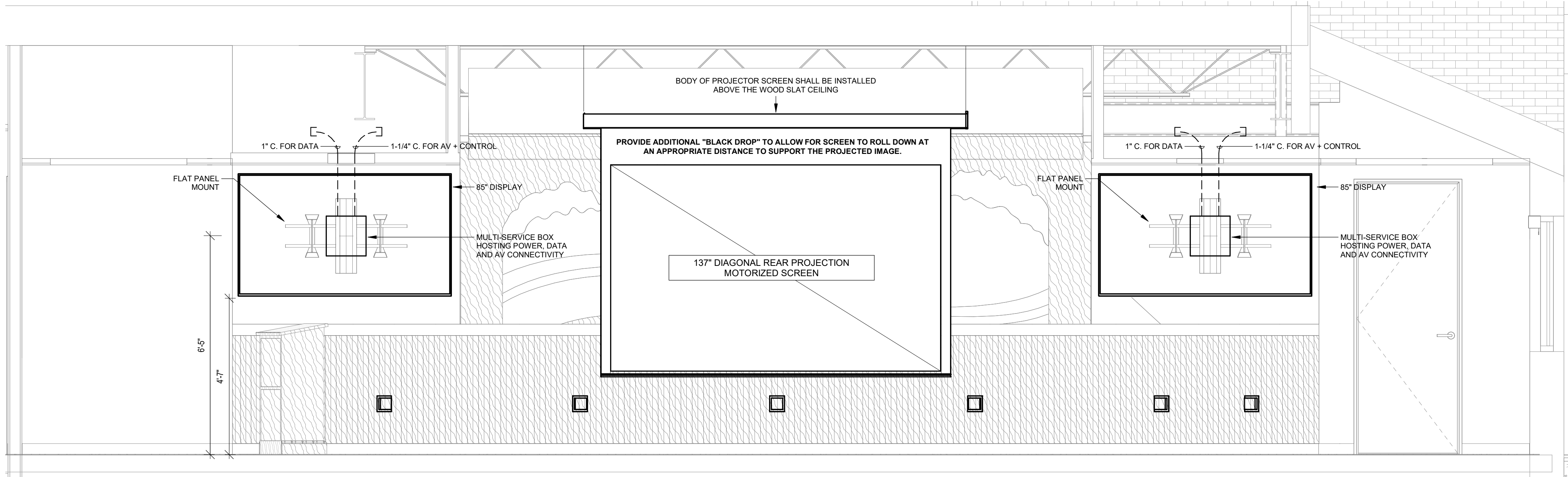


- GENERAL NOTES**
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- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLING.

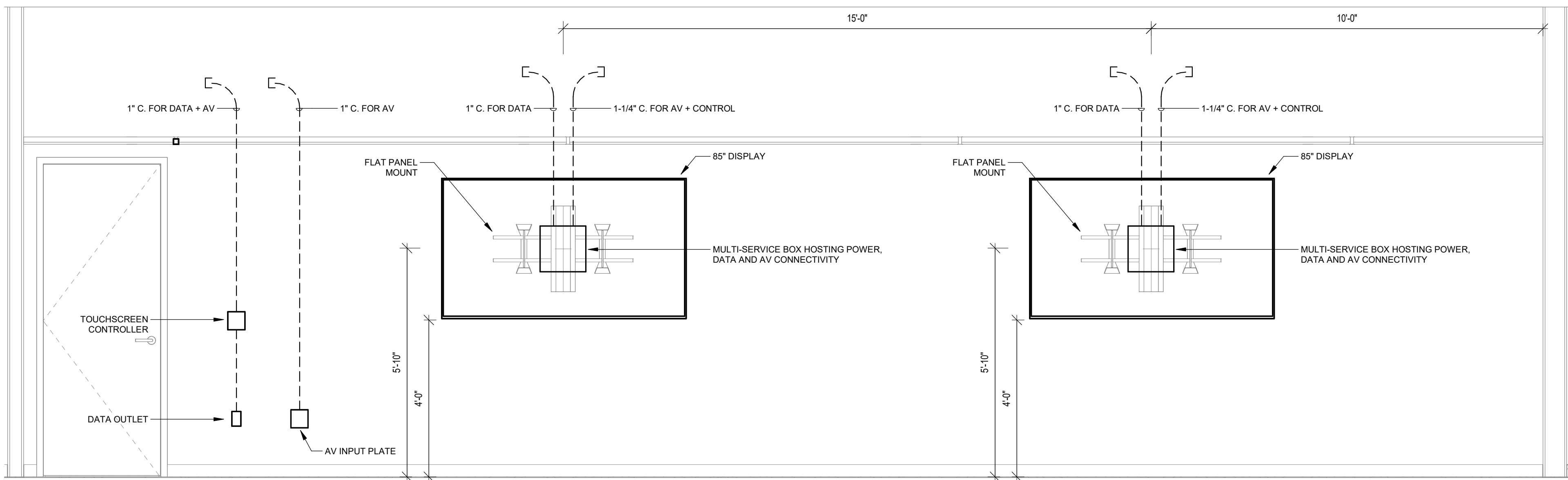
- KEYNOTES**
1. PROVIDE ATLASIED CR222 CEILING MOUNTE EQUIPMENT RACK TO HOST CONFERENCE ROOMS DIGITAL SIGNAL PROCESSOR AND USB EXTENDER ACCESSORIES. PROVIDE THE OPTIONAL THREADED ROD INSTALLATION KIT AND SUPPORT FROM STRUCTURE ABOVE THE ACCESSIBLE CEILING. CEILING SPEAKERS AND CEILING MICROPHONES SHALL BE DRIVEN FROM THIS ENCLOSURE.

2. AUDIO VISUAL - UPPER FLOOR RCP
1/8" = 1'-0"

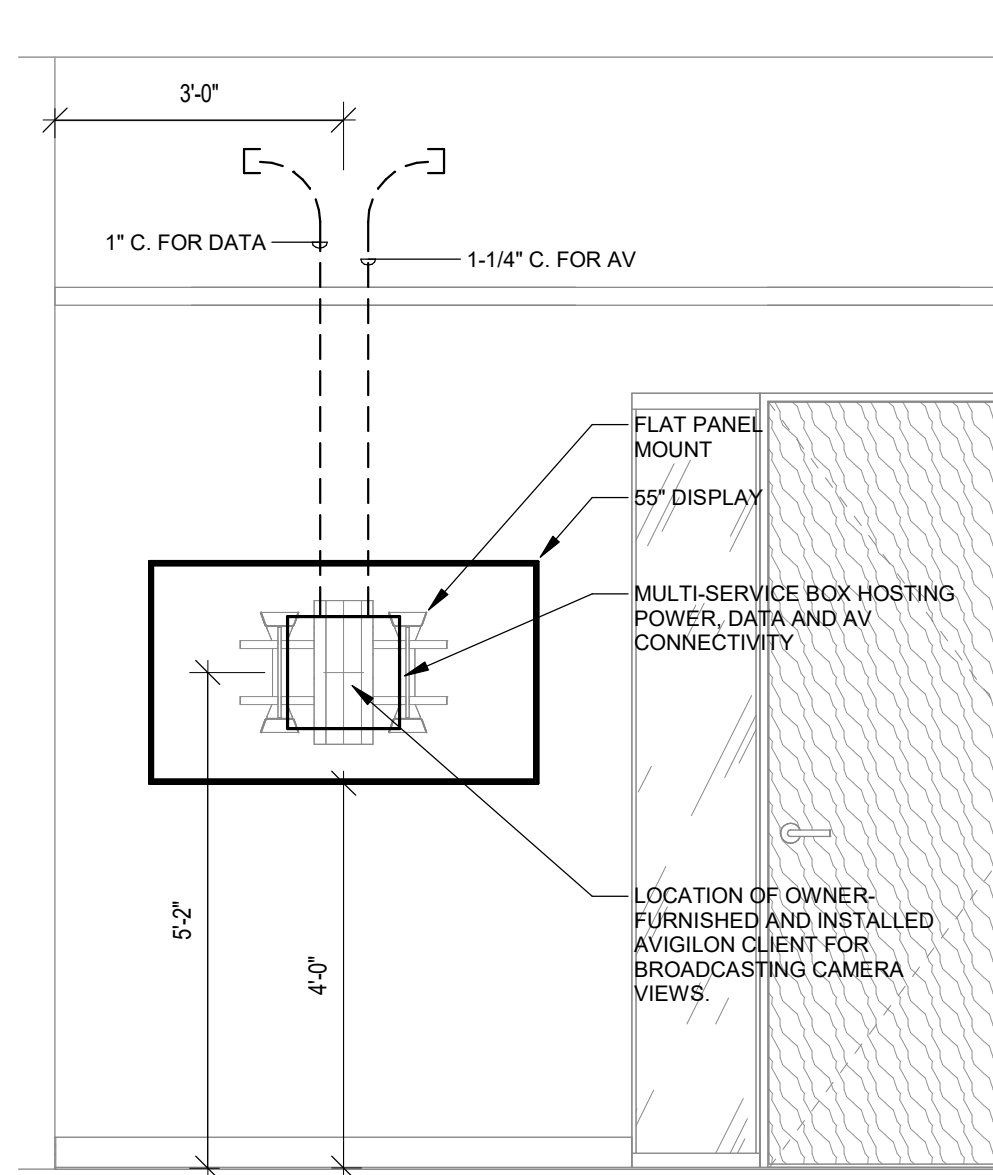
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Addendum #2		11.27.2024



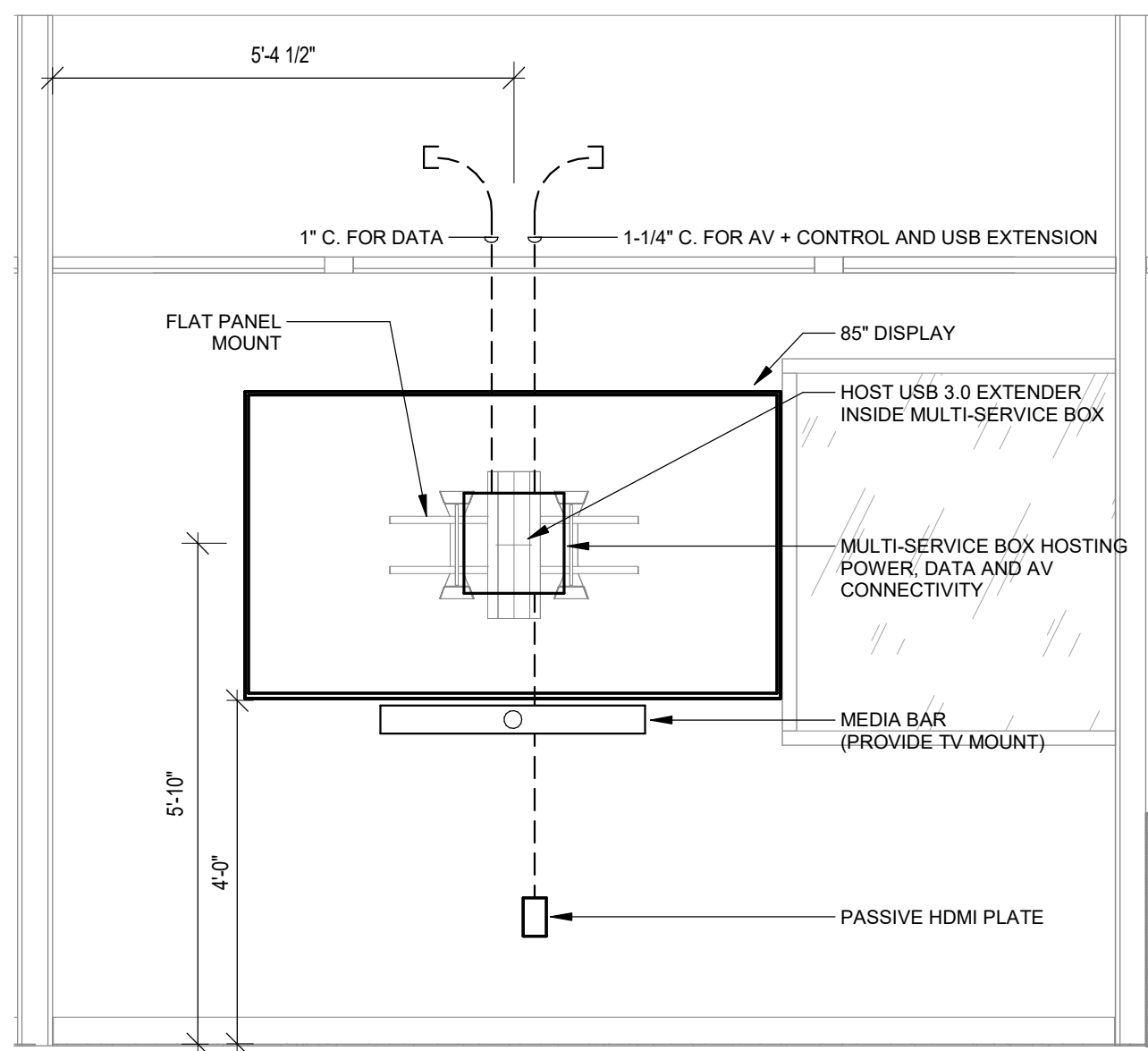
1 ELEVATION NORTH WALL - COUNCIL CHAMBERS 203
1/2" = 1'-0"



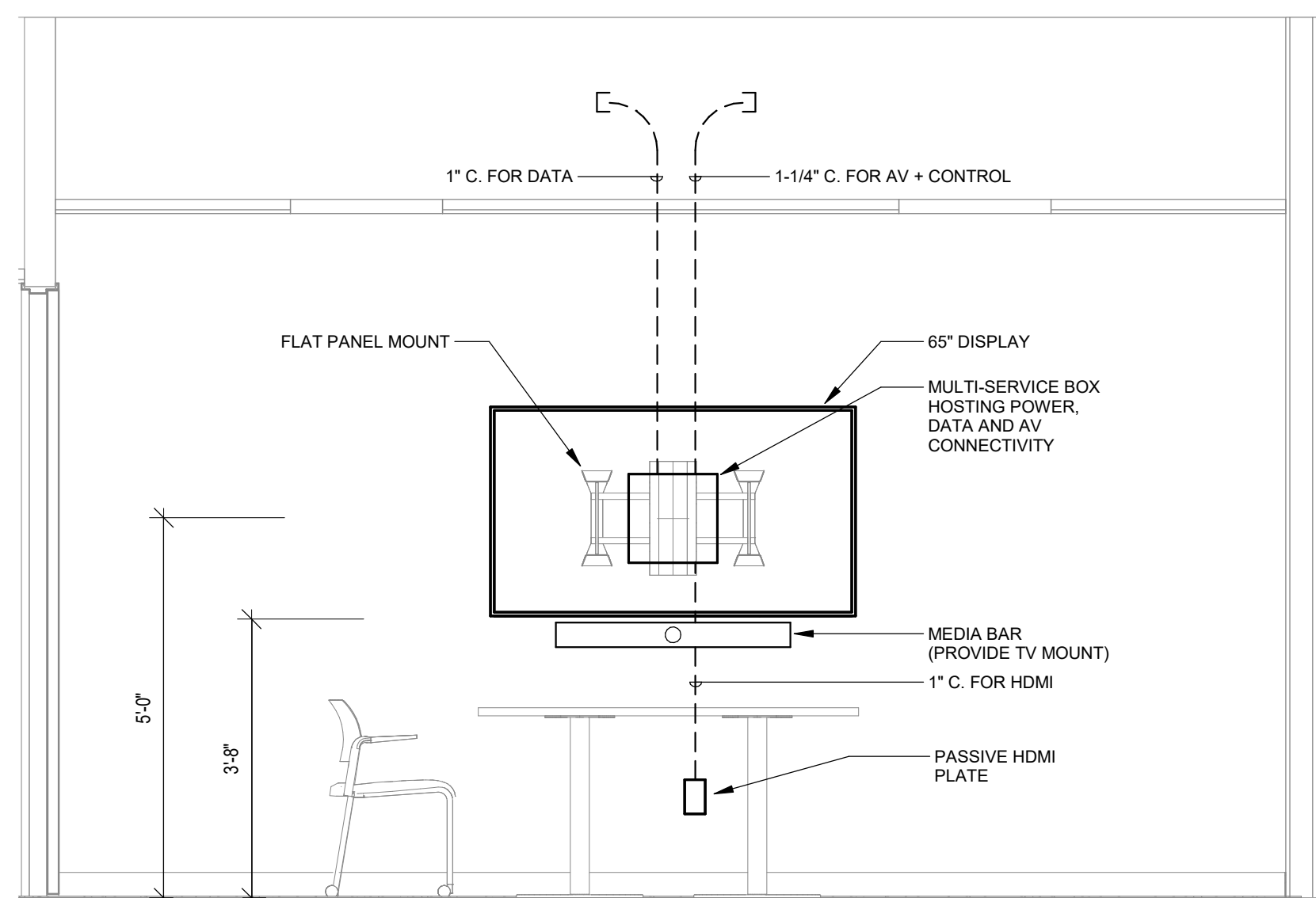
2 ELEVATION WEST WALL - COUNCIL CHAMBERS 203
1/2" = 1'-0"



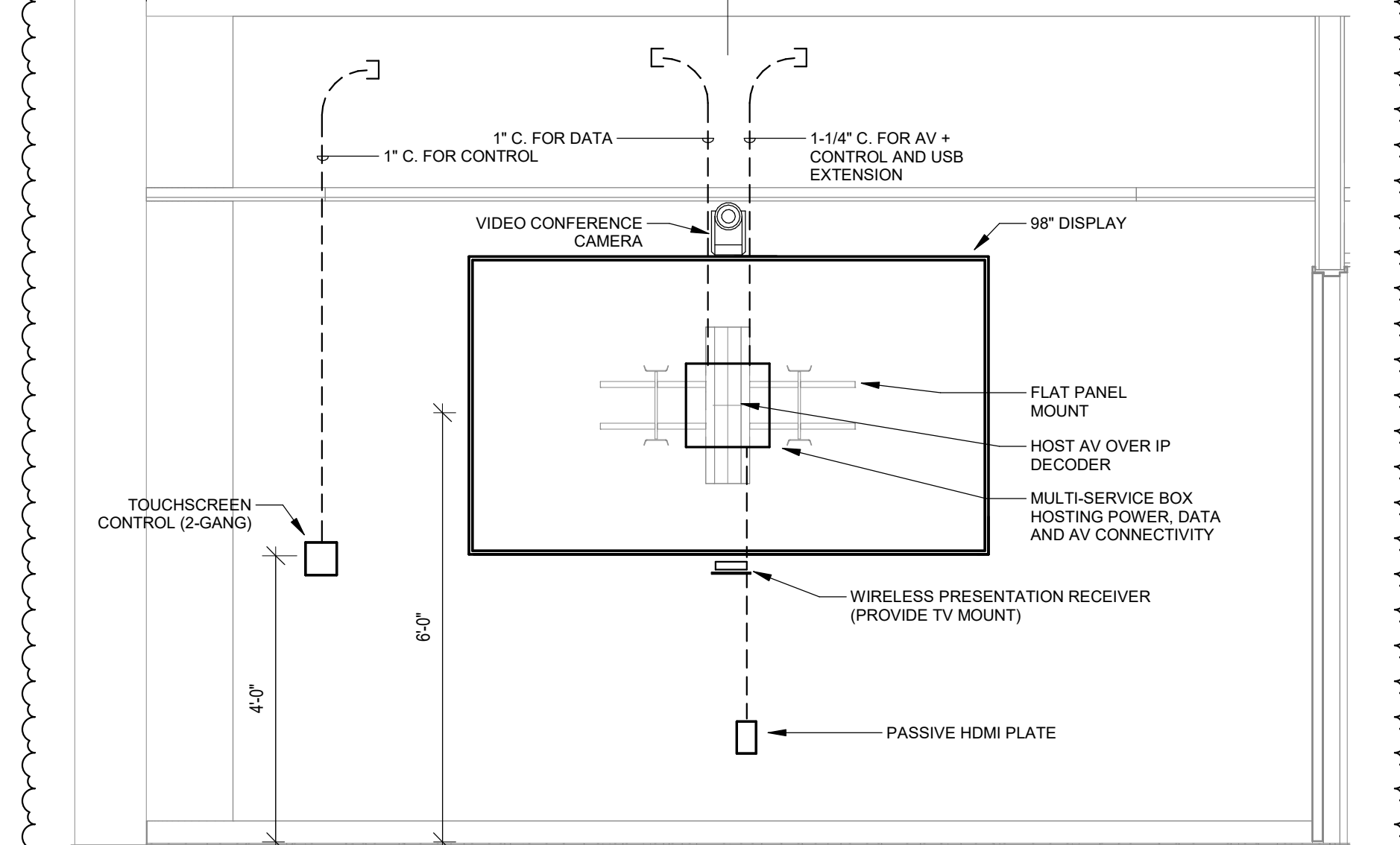
8 ELEVATION NORTH WALL - LIBRARY MANAGER 216
1/2" = 1'-0"



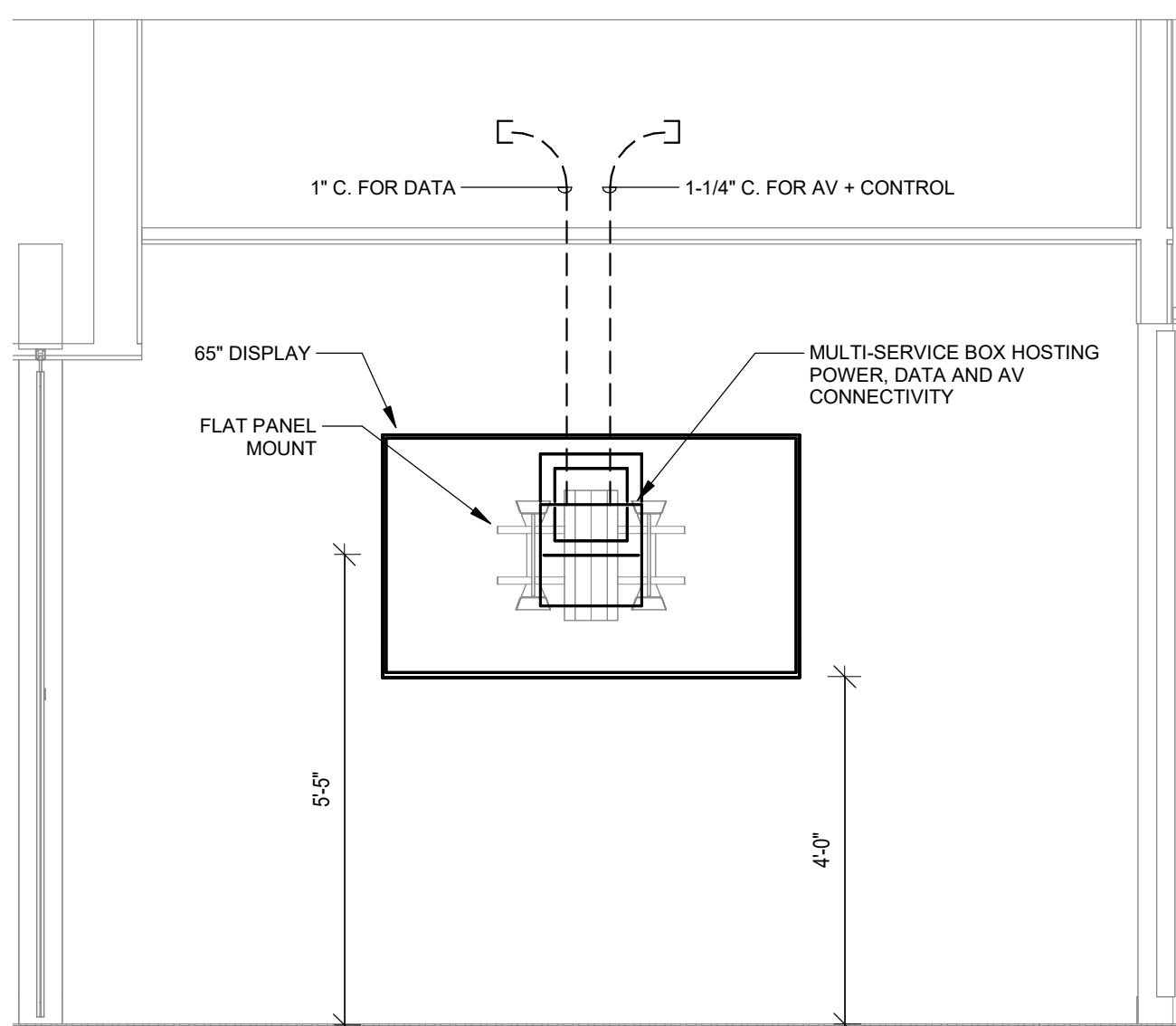
3 ELEVATION WEST WALL - CONFERENCE 252
1/2" = 1'-0"



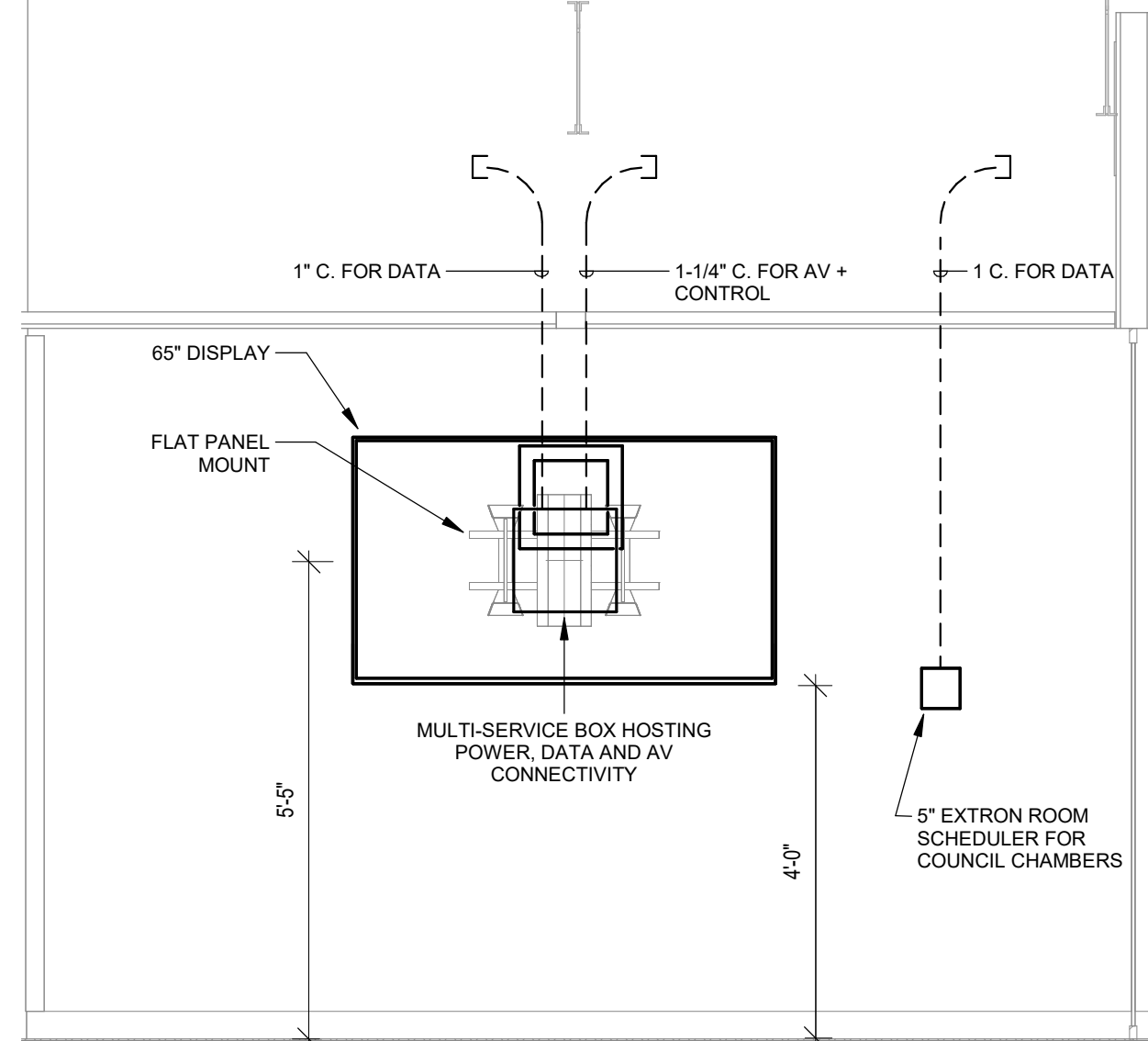
4 ELEVATION EAST WALL - SMALL MEETING ROOM 211
1/2" = 1'-0"



5 ELEVATION SOUTH WALL - LARGE MEETING ROOM 202
1/2" = 1'-0"



8 ELEVATION WEST WALL - LIBRARY ENTRY 210 INFO DISPLAY
1/2" = 1'-0"



7 ELEVATION WEST WALL - PREFUNCTION 201 INFO DISPLAY
1/2" = 1'-0"

Key Plan

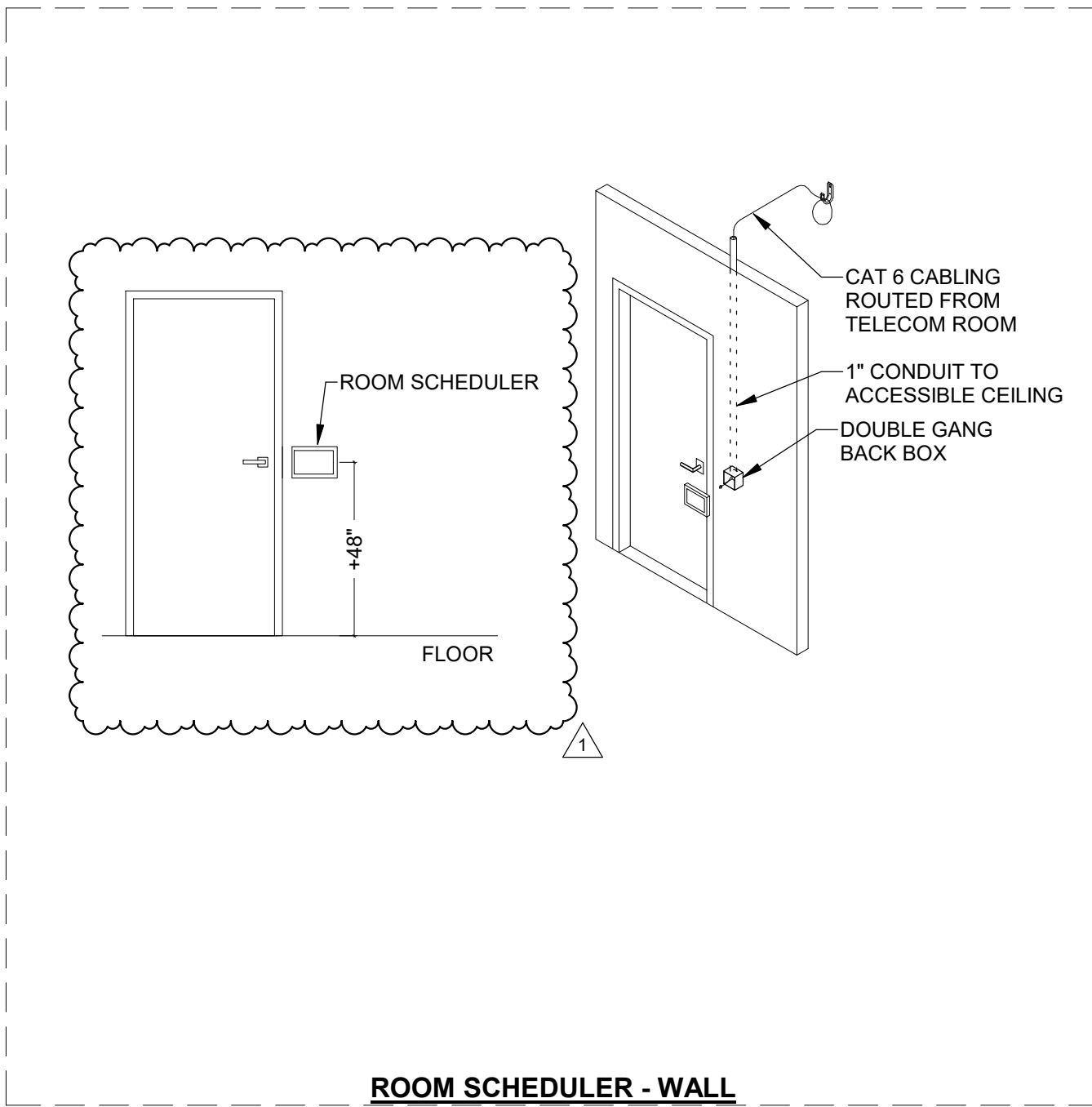
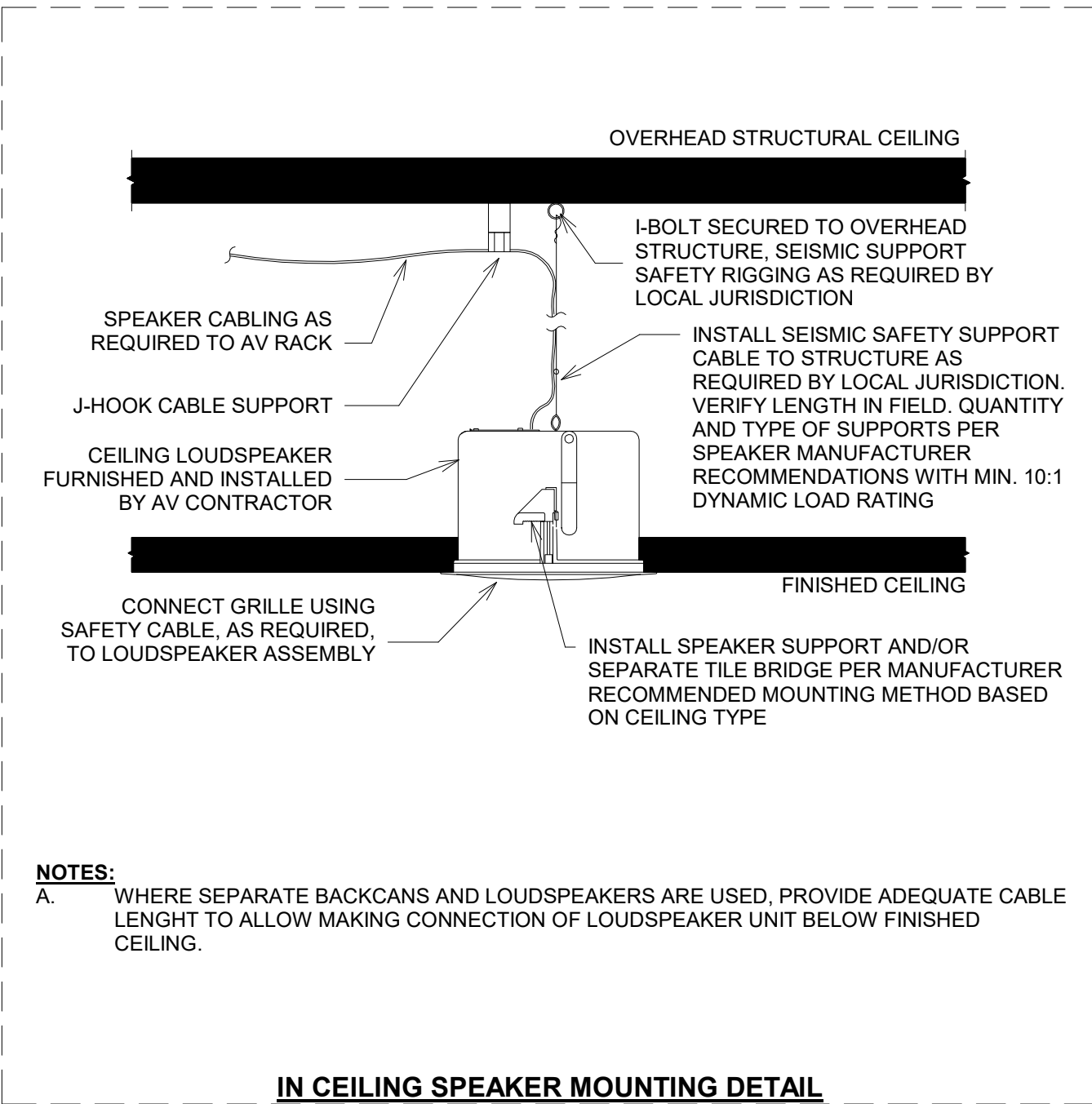
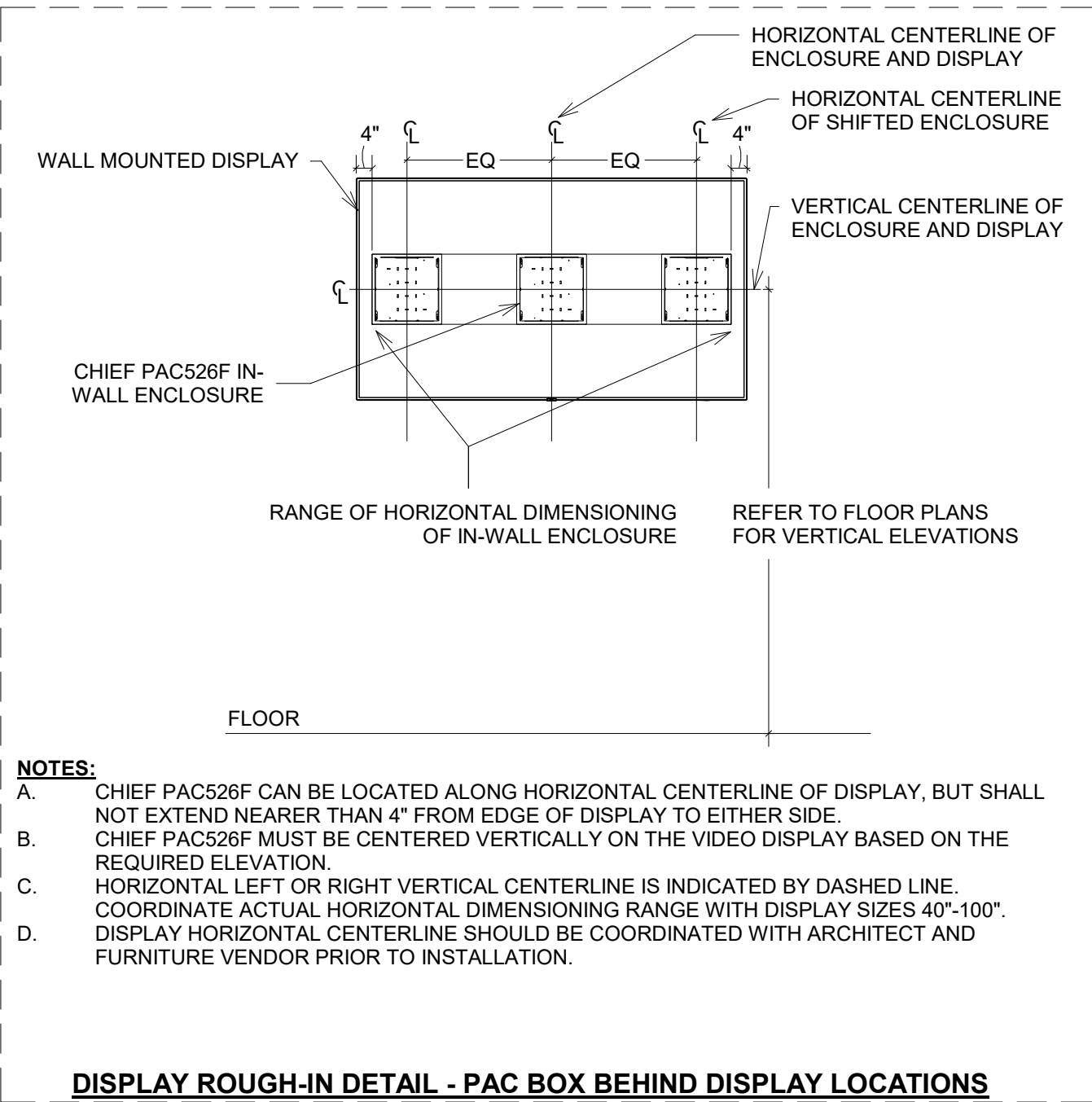
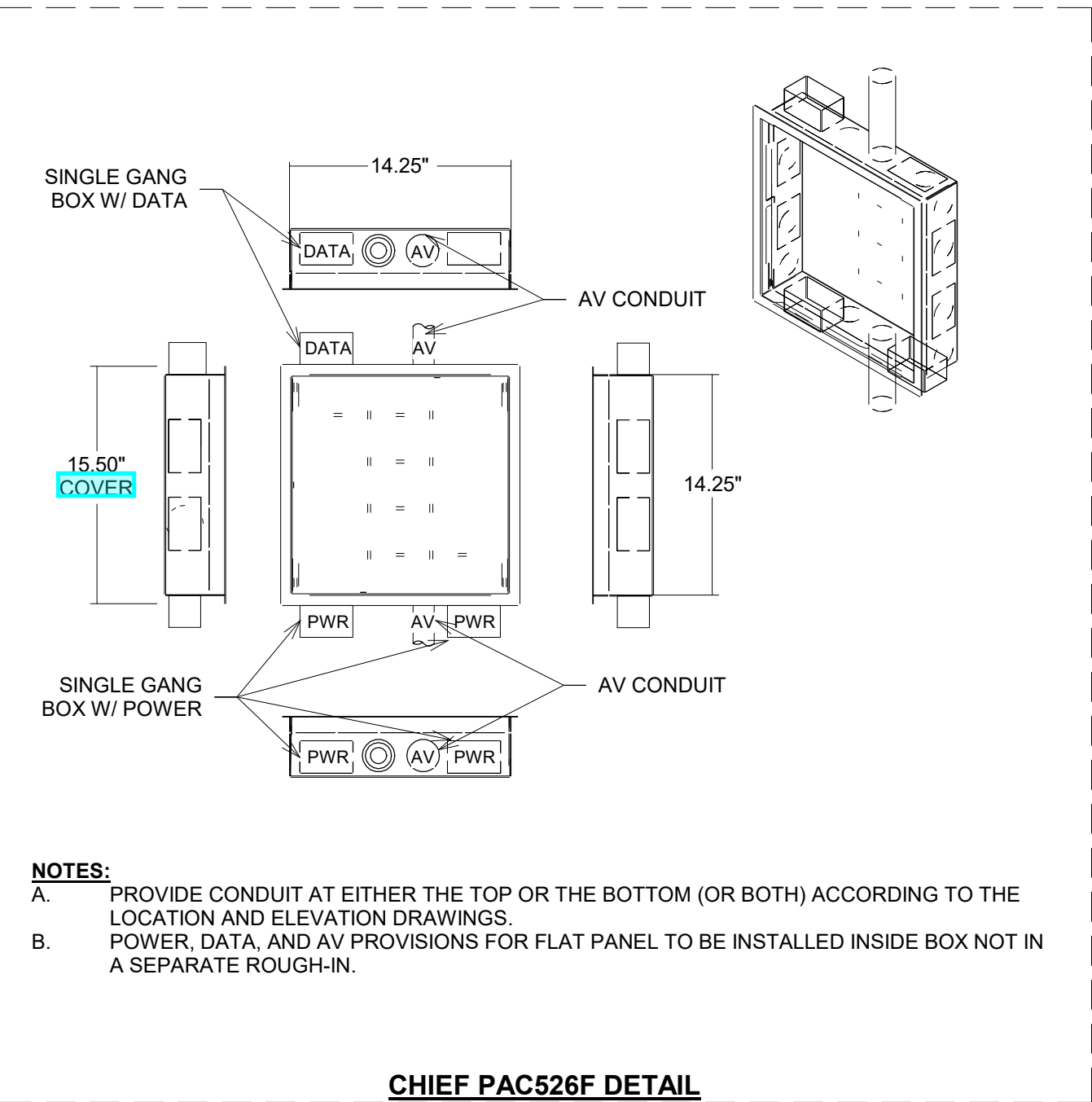
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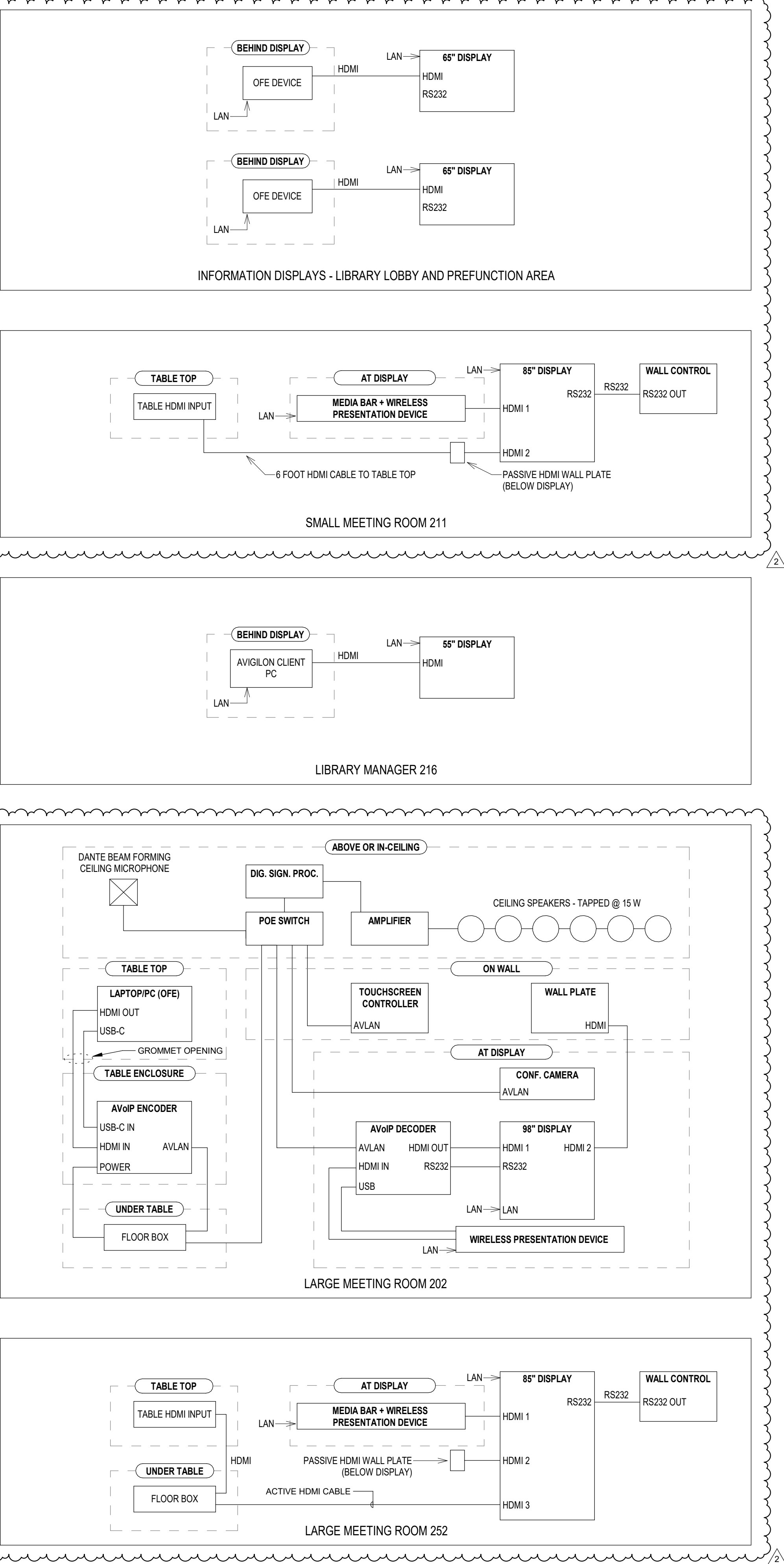
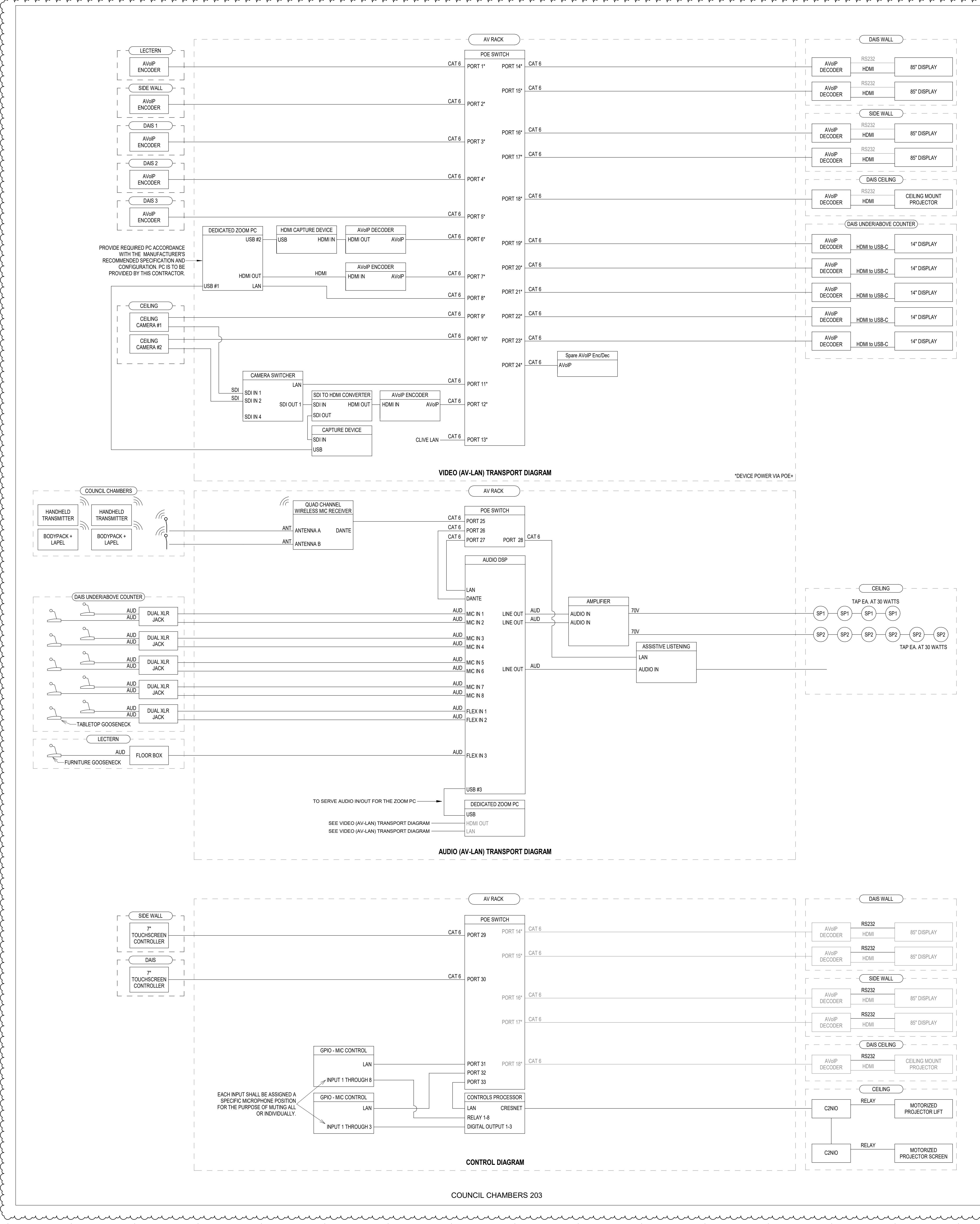
OPN Project No.
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Sheet Issue Date
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Sheet Name
AUDIO VISUAL ELEVATIONS

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CABLING LEGEND:	
CAT 6	UNSHIELDED TWISTED-PAIR, CATEGORY 6
CAT 6A	UNSHIELDED TWISTED-PAIR, CATEGORY 6A
STP	SHIELDED TWISTED-PAIR, CATEGORY 6A
RS232	CONTROL WIRING, 20AWG, 4-CONDUCTOR
HDMI	AUDIO/VIDEO INTERFACE, HDMI CABLE
AUD	LINE LEVEL AUDIO, 18AWG, 2-CONDUCTOR
70V	70 VOLT SPEAKER AUDIO, 18AWG, 2-CONDUCTOR
ANT	50-OHM SHIELDED COAXIAL CABLE, SHURE UA850
RELAY	20AWG, 2-CONDUCTOR (DRY CONTACT)
ALL INFRASTRUCTURE SHALL BE PLENUM RATED	

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Key Plan:

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Sheet Issue Date:
100% CONSTRUCTION DOCUMENTS
11/07/2024

Sheet Name:
AUDIO VISUAL RISER DIAGRAMS

Sheet Number:

TA400

Page 866 of 1186

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TECHNOLOGY GENERAL NOTES

- ALL NOTES APPLY TO THE FOLLOWING SERIES SHEETS: TA, TS, TT SERIES
- COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. BEGIN INSTALLATION AND ROUGH-IN ONLY AFTER PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION IS COMPLETE. COORDINATE WITH BUILDING STRUCTURE, ARCHITRAVE, MECHANICAL SHEET METAL, ALL PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, EQUIPMENT ACCESS/CLEARANCE, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR REWORK OF INSTALLED EQUIPMENT RESULTING FROM INSUFFICIENT COORDINATION.
- INCORPORATE THE REQUIREMENTS OF THE SPECIFICATIONS, DRAWINGS, AND STATE AND LOCAL CODES INTO THE INSTALLATION OF COMMUNICATIONS AND LIFE SAFETY/SECURITY SYSTEMS.
- EACH TRADE IS RESPONSIBLE FOR MAKING PENETRATIONS WHERE REQUIRED IN EXISTING OR NEW WALLS, FLOORS, CEILINGS, AND ROOFS. MAKE PENETRATIONS NEAT, CONCEAL OR CAULK OVERCUT.
- PROVIDE A PULL STRING IN ALL NEW CONDUITS FOR EASE OF CABLE INSTALLATION.

LIFE SAFETY & SECURITY DEMOLITION NOTES

- ALL EXISTING DEVICES AND DEVICE LOCATIONS WERE MADE BY CASUAL FIELD OBSERVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING SYSTEM COMPONENTS AND DEVICE LOCATIONS.
- PROVIDE LABOR AND MATERIALS TO REMOVE ELECTRICAL FACILITIES AND CLEAR THE AREA TO RECEIVE THE NEW WORK TO BE PROVIDED UNDER THIS CONTRACT.
- SYSTEMS SCHEDULED TO BE REMOVED SHALL BE DONE SO IN THEIR ENTIRETY. ABANDONED CABLING SHALL NOT BE ACCEPTED. REMOVE ALL ASSOCIATED FIELD DEVICES AND HEAD END EQUIPMENT.
- REMOVED EQUIPMENT AND SYSTEMS SHALL REMAIN THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED. MATERIALS NOT SALVAGED BY THE OWNER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR PROPER DISPOSAL.
- REMOVE AND REINSTALL CEILING TILE REQUIRED FOR THE WORK BEING DONE UNDER THIS CONTRACT. DAMAGED CEILING TILE SHALL BE REPLACED TO MATCH EXISTING.
- DO NOT CUT EXISTING WIRING, CABLES OR CONDUIT AS EXISTING SYSTEMS SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. CONTRACTOR WHO CUTS IN-SERVICE CABLES SHALL BE RESPONSIBLE FOR DOWNTIME AND THE COSTS TO REPAIR.

ACCESS CONTROL/SECURITY MANAGEMENT NOTES

- SCOPE SHALL BE PERFORMED BY THE CITY OF CLIVE'S PREFERRED SECURITY VENDOR, THE BAKER GROUP.
A. CONTACT NAME: ROB WALTON
B. CONTACT NUMBER: 515-208-3068
C. EMAIL ADDRESS: WALTONR@THEBAKERGROUP.COM
- EXTEND THE EXISTING AVIGILON SECURITY MANAGEMENT ACCESS CONTROL SYSTEM. DETAILS ILLUSTRATED IN THE DRAWINGS ARE DIAGRAMMATIC TO ILLUSTRATE PATHWAY, ROUGH-IN, DEVICE AND CABLING REQUIREMENTS. REVIEW SPECIFICATION SECTION 08 71 00 FOR ALL SPECIFIC ELEMENTS THAT ARE SCHEDULED AT EACH OPENING.
- PROVIDE LABOR TO IMPORT A DYNAMIC MAP OF THE BUILDING INTO THE SECURITY MANAGEMENT PLATFORM. WITH OWNER DIRECTION, PROVIDE A COMPLETE LAYOUT OF ALL FIELD DEVICES INSIDE OF THIS MAP THAT ALLOWS FOR QUICK AND VISUAL ACCESS TO ALL SECURED OPENINGS AND AUXILIARY ALARM LOCATIONS.
- IT IS THE INTENT THAT ALL PATHWAYS AND ROUGH-IN SERVING ACCESS CONTROL SHALL BE RECESSED AND CONCEALED. EXPOSED CABLING OR SURFACE PATHWAYS SHALL NOT BE ACCEPTED.
- DETAILS ILLUSTRATED IN THE DRAWINGS ARE NOT INTENDED TO ACCURATELY ILLUSTRATE CEILING TYPES, CEILING AND DECK HEIGHTS, DOOR SWING OR DOOR FINISHES. COORDINATE EACH OPENING'S SPECIFIC ROUGH-IN AND PATHWAY NEEDS WITH ARCHITECTURAL PLANS AND ELEVATIONS.

VIDEO MANAGEMENT NOTES

- SCOPE SHALL BE PERFORMED BY THE CITY OF CLIVE'S PREFERRED SECURITY VENDOR, THE BAKER GROUP.
A. CONTACT NAME: ROB WALTON
B. CONTACT NUMBER: 515-208-3068
C. EMAIL ADDRESS: WALTONR@THEBAKERGROUP.COM
- EXTEND THE EXISTING AVIGILON VIDEO MANAGEMENT SYSTEM. PROVIDE APPROPRIATE SOFTWARE UPDATES AND CAMERA CHANNEL LICENSING FOR THE NETWORK VIDEO RECORDER AND ALL CAMERA LOCATIONS ILLUSTRATED ON THE DRAWINGS. SOFTWARE SHALL BE BROUGHT UP TO THE MOST CURRENT REVISION LEVEL.
- PROVIDE LABOR TO IMPORT A DYNAMIC MAP OF THE BUILDING OR CAMPUS INTO THE VIDEO MANAGEMENT PLATFORM. WITH OWNER DIRECTION, PROVIDE A COMPLETE LAYOUT OF ALL CAMERAS INSIDE OF THIS MAP THAT ALLOWS FOR QUICK AND VISUAL ACCESS TO ALL AVAILABLE CAMERAS.
- IT IS THE INTENT THAT ALL PATHWAYS, CABLING AND ROUGH-IN SERVING VIDEO MANAGEMENT SYSTEM SHALL BE RECESSED AND CONCEALED. EXPOSED CABLING OR SURFACE PATHWAYS SHALL NOT BE ACCEPTED.

INTRUSION DETECTION NOTES

- EXTEND THE EXISTING INTRUSION DETECTION SYSTEM. COORDINATE PLACING THE EXISTING PANEL IN TEST MODE WITH THE BUILDING OWNER DURING INSTALLATION.

GENERAL SYMBOLS

CONDUIT SLEEVE

CONDUIT UP, REFER TO TAG ON DRAWING FOR SIZE

CONDUIT DOWN, REFER TO TAG ON DRAWING FOR SIZE

KEYNOTE

POINT OF CONNECTION

POINT OF DISCONNECTION

EQUIPMENT IDENTIFICATION TAG. REFER TO EQUIPMENT CONNECTION SCHEDULE

DETAIL CALLOUT

DETAIL CALLOUT - DOOR HARDWARE

DETAIL DRAWING REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE

SECTION CUT REFERENCE TAG, SIM-SIMILAR, TYP-TYPICAL, OPP-OPPOSITE SHEET REFERENCE

INTERIOR ELEVATION DRAWING REFERENCE TAG

REVISION CLOUD (DELTA 1)

VIDEO SURVEILLANCE SYMBOLS

CCTV SECURITY CAMERA, WALL MOUNTED - REFER TO CAMERA SCHEDULE

CCTV SECURITY CAMERA, CEILING MOUNTED - REFER TO CAMERA SCHEDULE

NETWORK VIDEO RECORDER

SECURITY DRAWING LIST	
NO.	TITLE
TS000	SECURITY GENERAL NOTES & SYMBOLS
TS100	SECURITY DEMOLITION
TS101	SECURITY FLOOR PLAN
TS102	SECURITY REFLECTED CEILING PLAN
TS200	SECURITY DETAILS

SECURITY RESPONSIBILITY MATRIX

PROVISION RESPONSIBILITIES DEFINED		OFOI	OFCI	CFCI
SECURITY - ACCESS CONTROL:				
ROUGH-IN, PATHWAYS AND SLEEVES				●
SECURITY MANAGEMENT SYSTEM - HEAD END COMPONENTS				●
SECURITY MANAGEMENT SYSTEM - FIELD DEVICES				●
SECURITY MANAGEMENT SYSTEM - ELECTRIFIED DOOR HARDWARE				●
SECURITY MANAGEMENT SYSTEM - ALL CABLING				●
SECURITY - VIDEO INTERCOM:				
ROUGH-IN, PATHWAYS AND SLEEVES				●
DOOR STATION(S)				●
HEAD END EQUIPMENT AND COMPONENTS				●
SECURITY - VIDEO SURVEILLANCE:				
ROUGH-IN, PATHWAYS AND SLEEVES				●
CAMERA(S)				●
HEAD END EQUIPMENT AND COMPONENTS				●
SECURITY - INTRUSION DETECTION:				
ROUGH-IN, PATHWAYS AND SLEEVES				●
FIELD DEVICES (MOTION DETECTORS, GLASS BREAKS, DOOR SWITCHES)				●
HEAD END EQUIPMENT AND COMPONENTS				●
● OFOI ● OFCI ● CFCI OWNER FURNISHED & OWNER INSTALLED OWNER FURNISHED & CONTRACTOR INSTALLED CONTRACTOR FURNISHED & CONTRACTOR INSTALLED				

GENERAL NOTE:
A. MATRIX IS NOT INTENDED TO BE EXHAUSTIVE TO COVER ALL MATERIALS NECESSARY FOR SCOPE AND SHOULD ONLY BE USED TO QUICKLY IDENTIFY SYSTEMS AND RELATED INFRASTRUCTURE INSIDE AND OUTSIDE THE BID OF THIS PROJECT. ANY ITEMS FURNISHED OR INSTALLED BY THE BIDDING CONTRACTOR SHALL COVER ALL REQUIRED APERTURNANCES NECESSARY FOR A COMPLETE SYSTEM. THIS SHALL INCLUDE BUT NOT BE LIMITED TO, EQUIPMENT, ACCESSORIES, TERMINATIONS, TERMINATION COMPONENTS, ALL FINAL CORDAGE CONNECTIVITY, SOFTWARE, PROGRAMMING, AND THE LABOR TO INSTALL.

ABBREVIATIONS - TECHNOLOGY

ADDL	ADDITIONAL	MLO	MAIN LUGS ONLY
AL	AUDIO LEFT	MAX	MAXIMUM
AR	AUDIO RIGHT	MLC	MOTOR LOGIC CONTROL
AUTO	AUTOMATIC	MTD	MOUNTED
AUX	AUXILIARY	NC	NORMALLY CLOSED
AV	AUDIO VISUAL, ALARM VALVE	NIC	NOT IN CONTRACT
AVG	AVERAGE	NM	NONMETALLIC
AWG	AMERICAN WIRE GAUGE	NO	NORMALLY OPEN, NUMBER
BAT	BATTERY	NTS	NOT TO SCALE
BFF	BELOW FINISH FLOOR	OAE	OR APPROVED EQUAL
BKGD	BELOW / UNDERGROUND	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
BLDG	BUILDING		
BLW	BELOW / UNDERGROUND	OFOI	OWNER FURNISHED OWNER INSTALLED
BOT	BOTTOM	PB	PULL BOX, PUSH BUTTON
BTWN	BETWEEN	PNL	PANEL
C	CONDUIT	PWR	POWER
CCTV	CLOSED CIRCUIT TELEVISION	QTY	QUANTITY
CD	CONSTRUCTION DOCUMENT	RR	EXISTING ITEM TO BE REMOVED
CL	CENTER LINE, CLOSE, CLOSET	R	EXISTING ITEM TO BE REMOVED AND RELOCATED
CM	CONSTRUCTION MANAGER	RN	EXISTING ITEM TO BE REMOVED AND REPLACED WITH NEW
CTRL	CONTROL	RCP	REFLECTED CEILING PLAN
CTV	CABLE TELEVISION, CONTROL VALVE	REC	RECESSED
(D)	EXISTING TO BE DEMOLISHED	RECPT	RECEPTACLE
DEF	DEFINITION	REQD	REQUIRED
DEG	DEGREE	RGS	RIGID GALVANIZED STEEL
DEMO	DEMOLITION	RM	ROOM
DESCR	DESCRIPTION	S	SYNC
DET	DETAIL	SCCR	SHORT CIRCUIT CURRENT RATING
DGTL	DIGITAL	SCHED	SCHEDULE
DIAG	DIAGRAM	SECT	SECTION
DWG	DRAWING	SPEC	SPECIFICATION
E	EXISTING TO REMAIN	SPKR	SPEAKER
ER	EXISTING TO BE RELOCATED	STP	SHIELDED TWISTED PAIR(S)
EC	ELECTRICAL CONTRACTOR	SYS	SYSTEM
ELEC	ELECTRIC, ELECTRICAL	TBD	TO BE DETERMINED
EM	EMERGENCY LIGHT FIXTURE	TC	TECHNOLOGY CENTER
EMER	EMERGENCY	TEL	TELEPHONE
EQ	EQUAL	TM	TERMINAL BLOCK
EQUIP	EQUIPMENT	TV	TELEVISION
EQUIV	EQUIVALENT	TYP	TYPICAL
EXCL	EXCLUDE	UC	UNDERCOUNTER
FBO	FURNISHED BY OTHERS	UL	UNDERWRITERS LABORATORIES
FLEX	FLEXIBLE	UCN	UNLESS OTHERWISE NOTED
FR	FLOOR RECEPTACLE, FIRE RATING	UPS	UNINTERRUPTIBLE POWER SUPPLY
FREQ	FREQUENCY	UTIL	UTILITY
FT	FOOT, FEET	V	VIDEO, VOLT, VENT
FUT	FUTURE	VCR	VIDEO CASSETTE RECORDER
G	GROUND FAULT CIRCUIT INTERRUPTER	W	WATT, WIRE, WALL PHONE, WIDTH
GND	GROUND	WG	WIREGUARD COVER
GC	GENERAL CONTRACTOR	WP	WEATHERPROOF DEVICE
IRE	INFRARED EMITTER	WR	WEATHER RESISTANT DEVICE, WALL RECEPTACLE
JB	JUNCTION BOX	XFER	TRANSFER
KVA	KILO-VOLT-AMPERES	XFMR	TRANSFORMER
KW	KILOWATTS	+24"	INDICATES MOUNTING HEIGHT CENTER LINE OF DEVICE TO FINISHED FLOOR
LVC	LOW VOLTAGE CONTROL		
MC	MECHANICAL CONTRACTOR		
MCB	MAIN CIRCUIT BREAKER		
MDP	MAIN DISTRIBUTION PANEL		

Revision	Description	Date
	Addendum #2	11-27-2024



1 SECURITY - DEMOLITION - UPPER FLOOR PLAN
1/8" = 1'-0"

- DEMOLITION NOTES**
- DEMOLITION DRAWINGS PRESENT LAYOUT OF EXISTING CONDITIONS AND MAJOR LOW VOLTAGE ITEMS. FIELD VERIFY EXISTING CONDITIONS AND BECOME FAMILIAR WITH EXISTING SYSTEMS AND DEMOLITION SCOPE BEFORE WORK BEGINS.
 - ADDITIONAL COMPONENTS MAY EXIST WHICH ARE NOT SHOWN. HANDLE SUCH ITEMS IN A MANNER SIMILAR TO THOSE ITEMS WHICH ARE SHOWN.
 - REMOVE ELECTRICAL FACILITIES AND CLEAR THE AREA TO RECEIVE THE NEW WORK.
 - REMOVE ALL CONDUIT, WIRE, BOXES, ETC., AS REQUIRED BY WALL AND CEILING DEMOLITION.
 - IDENTIFY THE LOCATION OR ITEMS SERVED FOR ALL DISCONNECTED BRANCH CIRCUITS. BEFORE DEMOLITION, MAINTAIN CIRCUITS SERVING AREAS BEYOND THE DEMOLITION AREA.
 - REMOVE AND REINSTALL CEILING TILES AS REQUIRED TO REMOVE THE ELECTRICAL FACILITIES NOTED. REPLACE CEILING TILES DAMAGED DURING DEMOLITION.
 - KEEP EXISTING SYSTEMS OPERATIONAL DURING ALL PHASES OF CONSTRUCTION UNLESS NECESSARY FOR DEMOLITION.
 - OBTAIN OWNER'S PERMISSION TO SHUT OFF SERVICES OR SYSTEMS WHICH MAY AFFECT OTHER AREAS BEYOND DEMOLITION AREA. INFORM OWNER AS TO THE REASON FOR AND THE DURATION OF THE SHUTDOWN.
 - REPAIR AT CONTRACTORS EXPENSE ANY DAMAGED CONDUIT OR WIRE NOT IDENTIFIED FOR DEMOLITION.
 - INSTALL BLANK COVERPLATES/COVERS OVER OPENINGS AT REMOVED DEVICE LOCATIONS.
 - ALL WIRING FOR REMODELED AREAS SHALL BE NEW UNLESS SPECIFICALLY NOTED OTHERWISE.
 - PROTECT EXISTING DEVICES IDENTIFIED TO REMAIN OR BE RELOCATED. IF AN EXISTING DEVICE CANNOT BE REINSTALLED NOTIFY DESIGN TEAM DURING DEMOLITION. REPLACE FUNCTIONING ITEMS DAMAGED DURING DEMOLITION.
 - REMOVED/DEMOLISHED EQUIPMENT REMAINS THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED. VERIFY OWNERS SALVAGE SELECTIONS AND DISPOSE ALL OTHER MATERIALS.
 - PLAN ABBREVIATIONS:
 - E - EXISTING ITEM TO REMAIN
 - ER - NEW LOCATION OF EXISTING ITEM
 - N - NEW ITEM IN EXISTING LOCATION
 - R - EXISTING ITEM TO BE REMOVED, PATCH AND/OR COVER
 - RN - REPLACE EXISTING WITH NEW
 - RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

- KEYNOTES**
- ACP-1 LOCATION. EXISTING AVIGILON ACCESS CONTROL HEAD END TO REMAIN. EXISTING ALTRONIX TROVE SERIES ENCLOSURE WITH MERCURY HARDWARE SHALL BE PROTECTED FOR THE DURATION OF CONSTRUCTION. SYSTEM CURRENTLY SUPPORTS NINE (9) ACTIVE OPENINGS AT CITY HALL AND HAS THE CAPACITY TO SERVE A TOTAL OF 12. ADJUST WIRING AND QUANTITIES TO ACCOMMODATE THE DEMOLITION SCOPE ILLUSTRATED.
 - ACCESS CONTROL OPENING SCHEDULED TO BE REMOVED. DEMOLISH CABLING BACK TO THE HEAD END IN UTILITY ROOM. ABANDONED CABLING SHALL NOT BE ACCEPTED. SALVAGE PERIODICALLY BY OWNER.
 - EXISTING HONEYWELL VISTA SERIES COMBINATION FIRE AND INTRUSION DETECTION PANEL. THE INTENT SHALL BE FOR THE FIRE ALARM COMPONENT TO BE REPLACED BUT THE INTRUSION DETECTION SYSTEM SHALL REMAIN. PROVIDE PANEL PROGRAMMING TO ELIMINATE MONITORING OF THE FIRE ALARM THROUGH THIS PANEL BUT MAINTAIN AND EXTEND THE INTRUSION DETECTION FUNCTIONALITY.
 - EXISTING HONEYWELL VISTA SERIES EXPANDER PANEL FOR INTRUSION DETECTION. PANEL SHALL REMAIN AND BE PROTECTED FOR THE DURATION OF CONSTRUCTION.

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Key Plan

Revision	Description	Date
Addendum #2		11.27.2024

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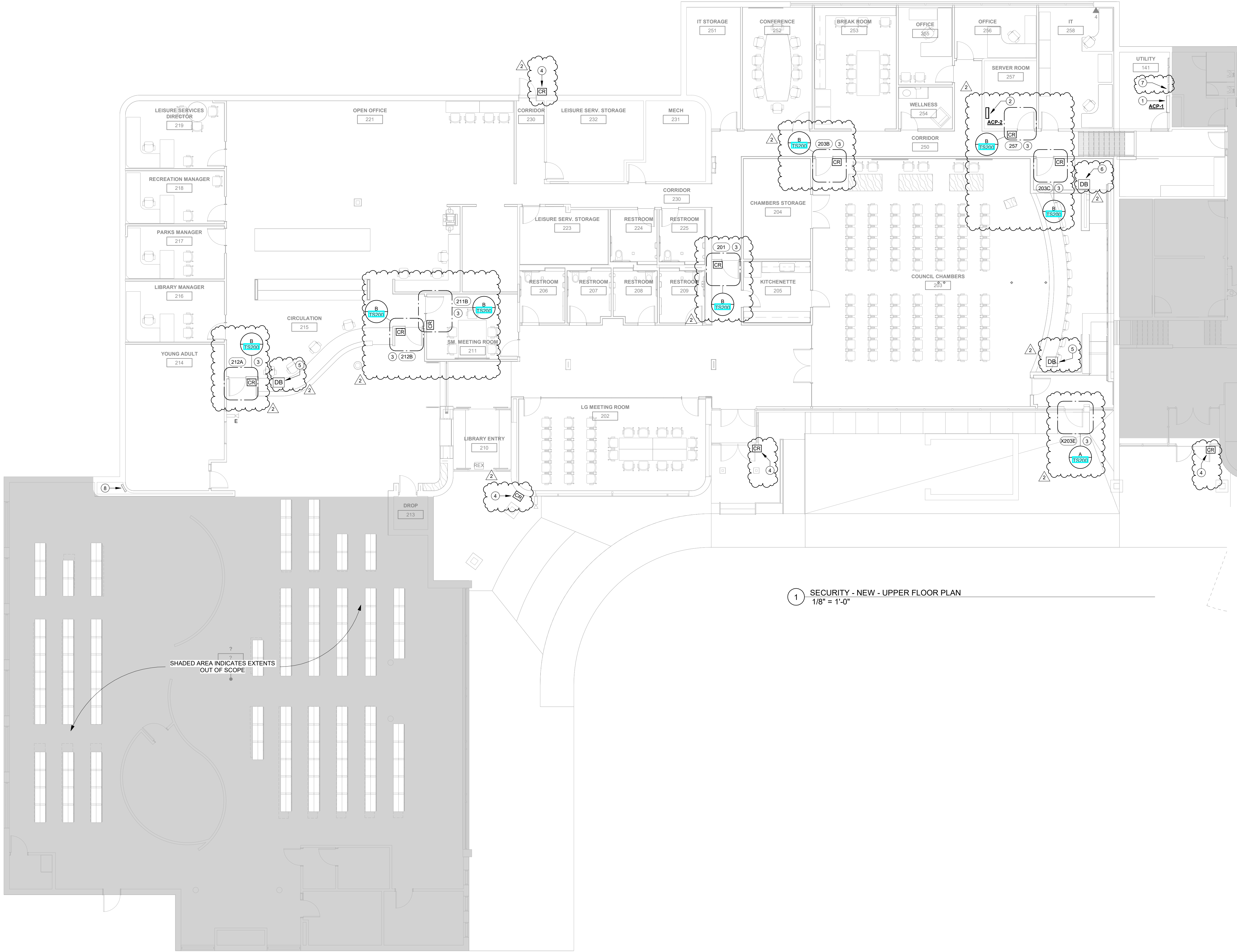
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Sheet Name
SECURITY DEMOLITION

Sheet Number

TS100

Page 868 of 1186



1 SECURITY - NEW - UPPER FLOOR PLAN
1/8" = 1'-0"

- GENERAL NOTES**
- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLEING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLEING.

- KEYNOTES**
- 1 AFTER DEMOLITION, ACCESS CONTROL PANEL #1 (ACP-1) SHALL HAVE CAPACITY TO SUPPORT UP TO 4 ADDITIONAL DOORS. ROUTE MULTICONDUCTOR COMPOSITE CABLE BACK TO THIS LOCATION SERVING ACTIVE ACCESS CONTROL OPENINGS.
- 2 ACCESS CONTROL PANEL #2 (ACP-2) LOCATION. PROVIDE ONE (1) LIFESAFETY POWER ENCLOSURE ALONG WITH NEW MERCURY HARDWARE TO SERVE A MAXIMUM OF 8 ADDITIONAL DOORS. A NEW INTELLIGENT SYSTEM CONTROLLER SHALL BE PROVIDED IN THIS LOCATION. PROVIDE ONE (1) CATEGORY 6 CABLE FROM THE RELAY RACK OVER TO THIS ENCLOSURE. TERMINATE TO A SURFACE MOUNTED JACK AND PROVIDE FINAL CONNECTION USING A MANUFACTURER TERMINATED PATCH CORD.
- 3 ACCESS CONTROL OPENING. PROVIDE MULTICONDUCTOR COMPOSITE CABLE FROM THE APPROPRIATE HEAD END ENCLOSURE TO THIS LOCATION TO SUPPORT ALL SCHEDULED DEVICES. REFER TO THE DETAILS SHEETS FOR THE ANTICIPATED ROUGH-IN, PATHWAYS AND DEVICE REQUIREMENTS EXPECTED AT EACH OPENING.
- 4 PROVIDE A REPLACEMENT ACCESS CONTROL CARD READER AT THIS LOCATION. EXISTING HARDWARE, WIRING AND HEAD END COMPONENTS ARE INTENDED TO REMAIN. DESIGN INTENT IS TO UPDATE CARD READER TECHNOLOGY.
- 5 PROVIDE AN UNDER COUNTER MOUNTED DURESS BUTTON EQUAL TO ALARM CONTROLS TS-200. BUTTON SHALL HOST DOUBLE POLE DOUBLE THROW CONTACTS. ROUTE WIRING BACK TO THE INTRUSION DETECTION PANEL AND THE TO THE ACCESS CONTROL HEAD END. IN THE EVENT THIS BUTTON IS PRESSED, CENTRAL MONITORING SHALL BE NOTIFIED OF THE DURESS EVENT AND THE BUILDING SHALL ENTER A LOCKDOWN STATE FOR ACCESS CONTROL PURPOSES. PROVIDE ACCESS CONTROL PROGRAMMING THAT CHANGES READER MODES TO A "LOCKED" OR "RESTRICTED" MODE THAT ONLY ALLOWS SPECIFIC CARDHOLDERS TO ENTER THE BUILDING.
- 6 PROVIDE A WALL MOUNTED DURESS BUTTON EQUAL TO ALARM CONTROLS PBL-2-5-L2-LUG. BUTTON SHALL BE UNDER A PROTECTED "LIFT UP" COVER AND HOST DOUBLE POLE DOUBLE THROW CONTACTS. ROUTE WIRING BACK TO THE INTRUSION DETECTION PANEL AND THE TO THE ACCESS CONTROL HEAD END. IN THE EVENT THIS BUTTON IS PRESSED, CENTRAL MONITORING SHALL BE NOTIFIED OF THE DURESS EVENT AND THE BUILDING SHALL ENTER A LOCKDOWN STATE FOR ACCESS CONTROL PURPOSES. PROVIDE ACCESS CONTROL PROGRAMMING THAT CHANGES READER MODES TO A "LOCKED" OR "RESTRICTED" MODE THAT ONLY ALLOWS SPECIFIC CARDHOLDERS TO ENTER THE BUILDING.
- 7 EXISTING HONEYWELL VISTA SERIES COMBINATION FIRE AND INTRUSION DETECTION PANEL. THE INTENT SHALL BE FOR THE FIRE ALARM COMPONENT TO BE REPLACED BUT THE INTRUSION DETECTION SYSTEM SHALL REMAIN. PROVIDE PANEL PROGRAMMING TO ELIMINATE MONITORING OF THE FIRE ALARM THROUGH THIS PANEL BUT MAINTAIN AND EXTEND THE INTRUSION DETECTION FUNCTIONALITY.
- 8 EXISTING HONEYWELL VISTA SERIES EXPANDER PANEL FOR INTRUSION DETECTION. PANEL SHALL REMAIN AND BE PROTECTED FOR THE DURATION OF CONSTRUCTION.

Revision	Description	Date
Addendum #2		11.27.2024

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1 SECURITY - UPPER FLOOR RCP
1/8" = 1'-0"

GENERAL NOTES

- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLING.

KEYNOTES

⑦

GENERAL NOTES:

- A. EXTEND THE EXISTING CITY-WIDE AVIGILON SECURITY MANAGEMENT ACCESS CONTROL SYSTEM. DETAILS ILLUSTRATED HERE ARE DIAGRAMMATIC TO ILLUSTRATE PATHWAY, ROUGH-IN, DEVICE AND CABLING REQUIREMENTS. REVIEW SPECIFICATION SECTION 08 71 00 FOR ALL SPECIFIC ELEMENTS THAT ARE SCHEDULED AT EACH OPENING.
- B. IT IS THE INTENT THAT PATHWAYS AND ROUGH-IN SERVING ACCESS CONTROL DEVICES SHALL BE RECESSED AND CONCEALED IN NEW OR FURRED OUT WALLS. EXPOSED CABLING SHALL NOT BE ACCEPTED. FOR ALL SURFACE PATHWAY NEEDS, ENSURE CONDUIT IS PAINTED TO MATCH FINISHES.
- C. DETAILS NOT INTENDED TO ACCURATELY ILLUSTRATE CEILING TYPES, CEILING AND DECK HEIGHTS, DOOR SWING OR DOOR FINISHES. COORDINATE EACH OPENINGS SPECIFIC ROUGH-IN AND PATHWAY NEEDS WITH ARCHITECTURAL PLANS AND ELEVATIONS.
- D. ALL CONDUIT SHALL BE PROVIDED A PULL STRING TO ALLOW EASE OF CABLE INSTALLATION.

KEYED REFERENCE NOTES:

- ① ACCESS CONTROL JUNCTION BOX. PROVIDE ONE (1) 4-SQUARE BOX ABOVE THE NEAREST CONCEALED ACCESSIBLE CEILING SPACE. THIS BOX SHALL BE USED AS A JUNCTION POINT FOR ALL DOOR DEVICE WIRING.
- ② PROVIDE SECURITY MANAGEMENT SYSTEM CABLING BACK TO THE HEAD END/CONTROL CABINET USING ITS OWN DEDICATED PATHWAYS. PROVIDE J-HOOKS TO SUPPORT THIS INFRASTRUCTURE.
- ③ PROVIDE FLUSH MOUNTED DOOR CONTACTS WITH A DOUBLE-POLE, DOUBLE-THROW CONFIGURATION. ONE SET OF CONTACTS SHALL BE RESERVED FOR THE ACCESS CONTROL SYSTEM WHILE THE OTHER SET SHALL BE UTILIZED FOR THE INTRUSION DETECTION SYSTEM. PREPARE FRAME FOR PATHWAYS AND SENSOR INSTALLATION.
- ④ THE SCHEDULED DOOR HARDWARE HOSTS BUILT-IN MOMENTARY SWITCHES TO INTERFACE THE REQUEST TO EXIT FUNCTION FOR ACCESS CONTROL.
- ⑤ ELECTRONIC POWER TRANSFER. PROVIDE A 1/2" PATHWAY TO THE FRAME TO SERVE THE LOCK AND REQUEST TO EXIT DEVICE.
- ⑥ NOT USED.
- ⑦ PROVIDE SINGLE GANG BOX AND CONDUIT PATHWAY FOR NEW CARD READER.
- ⑧ PROVIDE A 1/2" CONDUIT PATHWAY TO THE FRAME.

DEVICE AND CABLING LEGEND:

- Ⓜ AUTOMATIC OPERATOR ACTUATOR. REFER TO MANUFACTURERS RECOMMENDATIONS
- D1 FLUSH-MOUNT DOOR POSITION SWITCH (DPDT); 20 AWG / 4 CONDUCTOR
- D2 SURFACE-MOUNT OVERHEAD DOOR POSITION SWITCH (DPDT); 20 AWG / 4 CONDUCTOR
- LB LATCHBOLT MONITOR: 20 AWG / 4 CONDUCTOR
- CP COMBINATION CARD READER/PINPAD: 22 AWG / 6 CONDUCTOR (WIEGAND) OR 20 AWG / 4 CONDUCTOR (OSDP)
- CR CARD READER: 22 AWG / 6 CONDUCTOR (WIEGAND) OR 20 AWG / 4 CONDUCTOR (OSDP)
- E1 ELECTRIFIED EXIT DEVICE: 16 AWG / 2 CONDUCTOR
- N1 NON-ELECTRIFIED EXIT DEVICE (MECHANICAL EXIT); NO WIRING NECESSARY
- RX DEVICE CONTAINS REQUEST-TO-EXIT MOMENTARY CONTACTS: 20 AWG / 4 CONDUCTOR
- ES ELECTRIFIED STRIKE: 18 AWG / 2 CONDUCTOR
- ET ELECTRIFIED TRIM: 18 AWG / 2 CONDUCTOR
- L1 ELECTRIFIED MORTISE LOCKSET: 18 AWG / 4 CONDUCTOR
- DE DELAYED EGRESS EXIT DEVICE: 16 AWG / 4 CONDUCTOR
- IR REQUEST TO EXIT MOTION DETECTOR: 20 AWG / 4 CONDUCTOR

CABLING DEFINITIONS ARE BASED ON A TRADITIONAL WIRING APPROACH. BIDDING CONTRACTOR IS ENCOURAGED TO UTILIZE COMPOSITE CABLE AT OPENINGS REQUIRING MULTIPLE DEVICE CONNECTIONS. COORDINATE WIRE GAUGE WITH VOLTAGE, AMPERAGE AND DISTANCE REQUIREMENTS.

Key Plan:

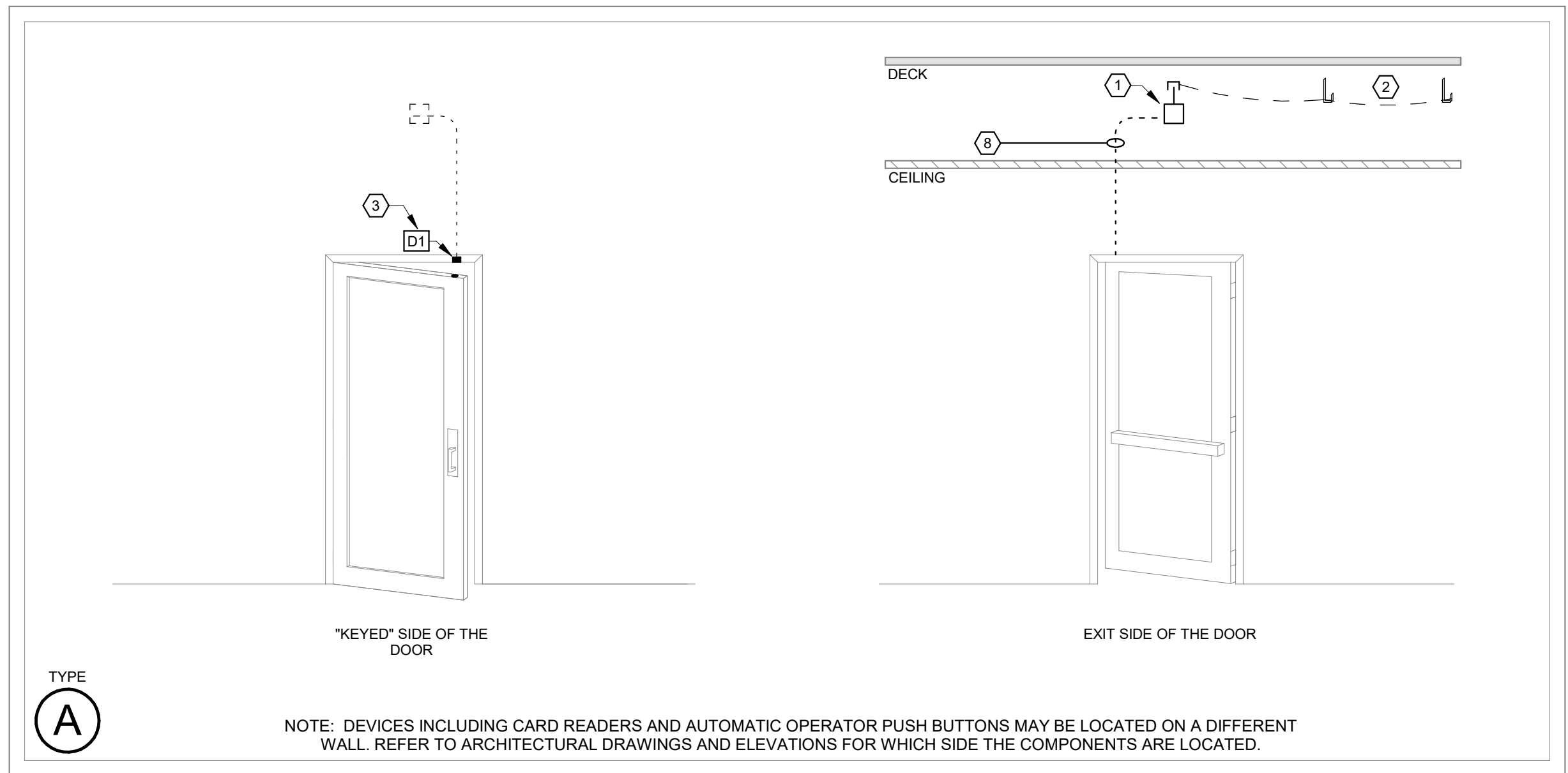
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	Addendum #1	11.15.2024
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24811000

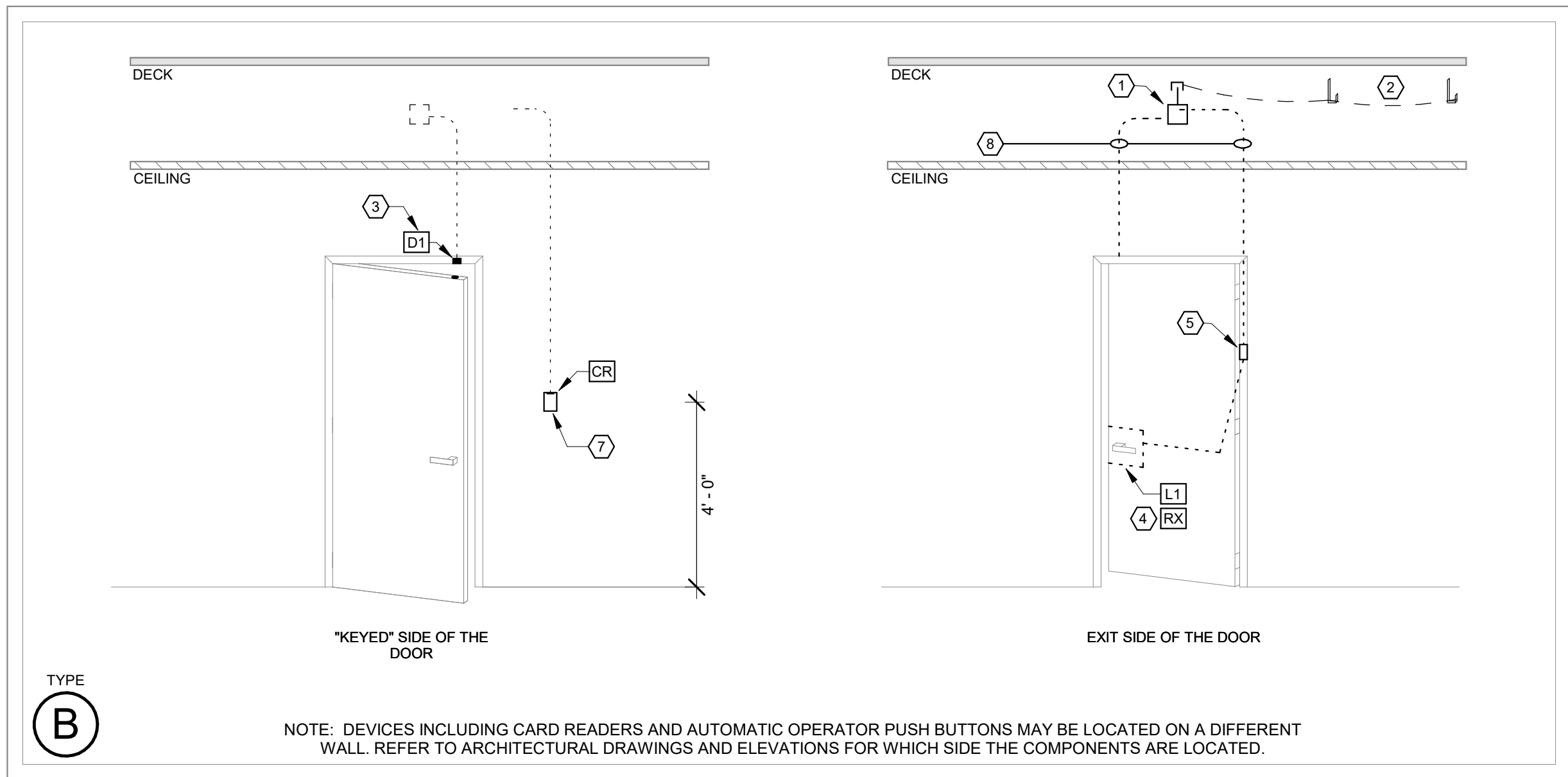
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100% CONSTRUCTION DOCUMENTS 11/07/2024

Sheet Name
SECURITY DETAILS

Sheet Number



A ACCESS CONTROL DETAIL "A"



B ACCESS CONTROL DETAIL "B"

CAMERA SCHEDULE

REFERENCE	MANUFACTURER	MODEL	MOUNT TYPE	RATING	FIELD OF VIEW	RESOLUTION	FRAMERATE	WIDE DYNAMIC RANGE	DESCRIPTION
1DC.001	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DC.002	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DC.003	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DC.004	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
REMOVED									
1DC.006	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DW.007	AVIGILON	2.0C-H6A-D1-IR	WALL	IK10 / IP66	2.8 - 12MM (HORIZ: 27° - 119°)	1920 x 1080	25FPS	120dB	2MP VARIFOCAL, IR, INDOOR DOME CAMERA
REMOVED									
1DC.009	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
REMOVED									
1DC.011	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DC.012	AVIGILON	4.0C-H6A-D1-IR	CEILING	IK10 / IP66	4.4 - 9.3MM (HORIZ: 47° - 111°)	2688 x 1520	25FPS	120dB	4MP VARIFOCAL, IR, INDOOR DOME CAMERA
1DC.013	AVIGILON	8.0C-H5A-FE-D01-IR	CEILING	IK10 / IP66	FISHEYE (180°)	2048 x 2048	25FPS	120dB	FISHEYE, IR, OUTDOOR READY CAMERA

GENERAL NOTES:
A. PROVIDE ALL NECESSARY MOUNTING HARDWARE FOR PROPER INSTALLATION.
B. CAMERAS TO BE LOCATED AND FOCUSED TO PROVIDE MAXIMUM COVERAGE FOR AREAS SERVED, WHILE PREVENTING FIELD OF VIEW FROM BEING OBSTRUCTED.
C. COORDINATE ROUGH-IN LOCATION WITH ELECTRICAL CONTRACTOR (DIV 26) AND ALL OTHER TRADES TO AVOID CONFLICTS WITH BUILDING FEATURES.

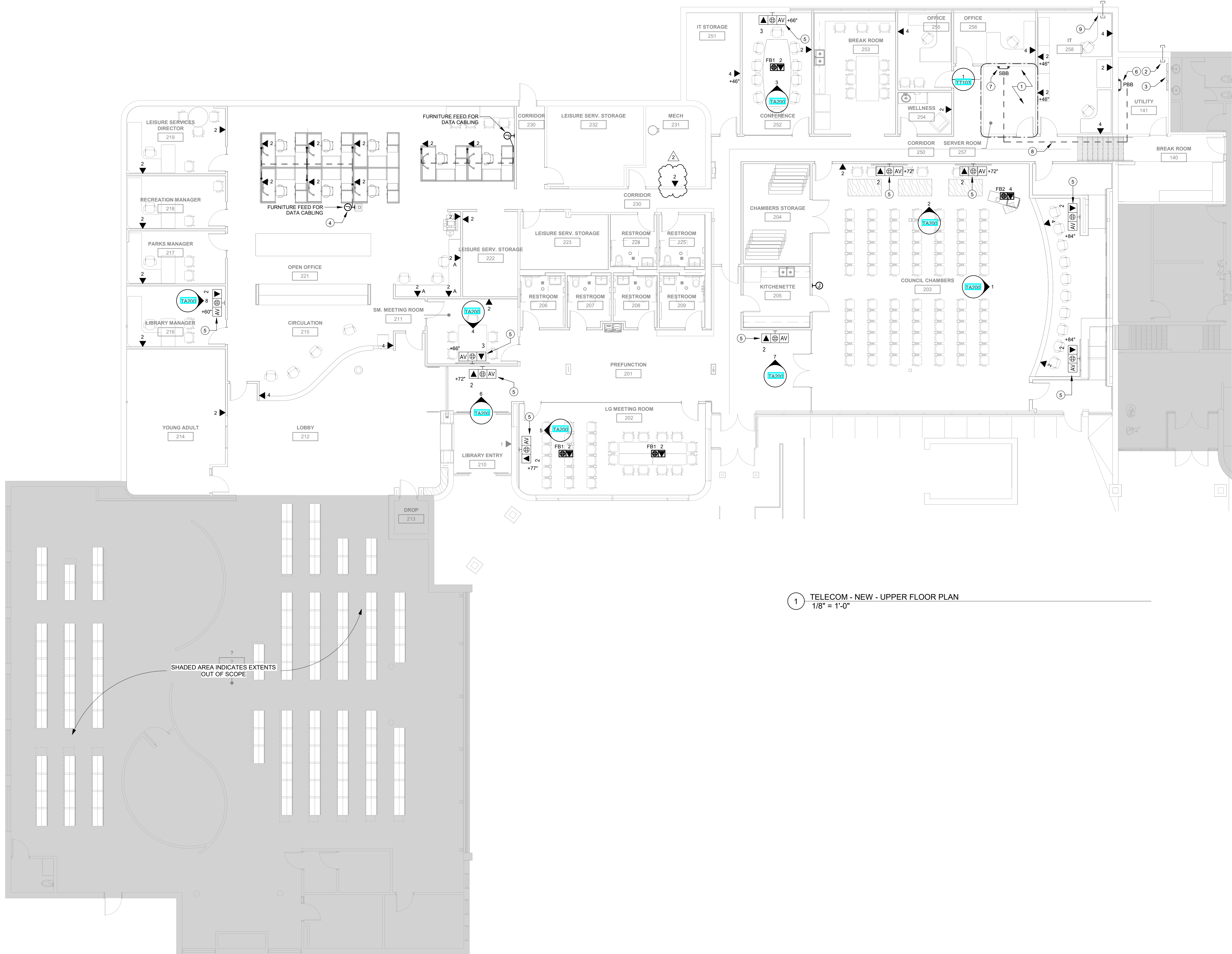
ABBREVIATIONS - TECHNOLOGY			
ADDL	ADDITIONAL	MLO	MAIN LUGS ONLY
AL	AUDIO LEFT	MAX	MAXIMUM
AR	AUDIO RIGHT	MLC	MOTOR LOGIC CONTROL
AUT	AUTOMATIC	MTD	MOUNTED
AUX	AUXILIARY	NC	NORMALLY CLOSED
AV	AUDIO VISUAL, ALARM VALVE	NIC	NOT IN CONTRACT
AVG	AVERAGE	NM	NONMETALLIC
AWG	AMERICAN WIRE GAUGE	NO	NORMALLY OPEN, NUMBER
B	BATTERY	NTS	NOT TO SCALE
BFF	BELOW FINISH FLOOR	OAE	OR APPROVED EQUAL
BKGD	BELOW / UNDERGROUND	OFWI	OWNER FURNISHED CONTRACTOR INSTALLED
BLDG	BUILDING	OFWI	OWNER FURNISHED OWNER INSTALLED
BULV	BELOW / UNDERGROUND	PB	PULL BOX, PUSH BUTTON
BOT	BOTTOM	PNL	PANEL
BTWN	BETWEEN	PWR	POWER
C	CONDUIT	QTY	QUANTITY
CCTV	CLOSED CIRCUIT TELEVISION	R	EXISTING ITEM TO BE REMOVED
CD	CONSTRUCTION DOCUMENT	RR	EXISTING ITEM TO BE REMOVED AND RELOCATED
CL	CENTER LINE, CLOSE, CLOSET	RN	EXISTING ITEM TO BE REMOVED AND REPLACED WITH NEW
CM	CONSTRUCTION MANAGER	RCP	RECEIVED CEILING PLAN
CTRL	CONTROL	REC	RECESSED
CTV	CABLE TELEVISION, CONTROL VALVE (D)	RECP	RECEPTACLE
E	EXISTING TO BE DEMOLISHED	REQD	REQUIRED
DEF	DEFINITION	RGS	RIGID GALVANIZED STEEL
DEG	DEGREE	RM	ROOM
DEMO	DEMOLITION	S	SYNC
DESCR	DESCRIPTION	SCCR	SHORT CIRCUIT CURRENT RATING
DET	DETAIL	SCHED	SCHEDULE
DGTL	DIGITAL	SECT	SECTION
DIAG	DIAGRAM	SPEC	SPECIFICATION
DWG	DRAWING	SPKR	SPEAKER
E	EXISTING TO REMAIN	STP	SHIELDED TWISTED PAIR(S)
ER	EXISTING TO BE RELOCATED	SVS	SYSTEM
EC	ELECTRICAL CONTRACTOR	TBD	TO BE DETERMINED
ELEC	ELECTRIC, ELECTRICAL	TC	TECHNOLOGY CENTER
EM	EMERGENCY LIGHT FIXTURE	TEL	TELEPHONE
EMER	EMERGENCY	TM	TERMINAL BLOCK
EQ	EQUAL	TV	TELEVISION
EQUIP	EQUIPMENT	Typ	TYPICAL
EQUIV	EQUIVALENT	UC	UNDERCOUNTER
EXCL	EXCLUDE	UL	UNDERWRITERS LABORATORIES
FBO	FURNISHED BY OTHERS	UON	UNLESS OTHERWISE NOTED
FLEX	FLEXIBLE	UPS	UNINTERRUPTIBLE POWER SUPPLY
FR	FLOOR RECEPTACLE, FIRE RATING	UTILITY	UTILITY
FREQ	FREQUENCY	V	VIDEO, VOLT, VENT
FUT	FUTURE	VCR	VIDEO CASSETTE RECORDER
G	GROUND FAULT CIRCUIT INTERRUPTER	W	WATT, WIRE, WALL PHONE, WIDTH
GND	GROUND	WG	WIREGUARD COVER
GR	GENERAL CONTRACTOR	WP	WEATHERPROOF DEVICE
IR	INFRARED EMITTER	WR	WEATHER RESISTANT DEVICE, WALL RECEPTACLE
J	JUNCTION BOX	XFR	TRANSFER
KVA	KILO-VOLT-AMPERES	+24"	INDICATES MOUNTING HEIGHT CENTER LINE OF DEVICE TO FINISHED FLOOR
KW	KILOWATTS		
LVC	LOW VOLTAGE CONTROL		
M	MECHANICAL CONTRACTOR		
MCP	MAIN CIRCUIT BREAKER		
MD	MAIN DISTRIBUTION PANEL		



1 TELECOM - DEMOLITION - UPPER FLOOR PLAN
1/8" = 1'-0"

- DEMOLITION NOTES**
- A. DEMOLITION DRAWINGS PRESENT LAYOUT OF EXISTING CONDITIONS AND MAJOR LOW VOLTAGE ITEMS. FIELD VERIFY EXISTING CONDITIONS AND BECOME FAMILIAR WITH EXISTING SYSTEMS AND DEMOLITION SCOPE BEFORE WORK BEGINS.
- B. ADDITIONAL COMPONENTS MAY EXIST WHICH ARE NOT SHOWN. HANDLE SUCH ITEMS IN A MANNER SIMILAR TO THOSE ITEMS WHICH ARE SHOWN.
- C. REMOVE ELECTRICAL FACILITIES AND CLEAR THE AREA TO RECEIVE THE NEW WORK.
- a. REMOVE ALL CONDUIT, WIRE, BOXES, ETC., AS REQUIRED BY WALL AND CEILING DEMOLITION.
- b. IDENTIFY THE LOCATION OR ITEMS SERVED FOR ALL DISCONNECTED BRANCH CIRCUITS. BEFORE DEMOLITION, MAINTAIN CIRCUITS SERVING AREAS BEYOND THE DEMOLITION AREA.
- c. REMOVE AND REINSTALL CEILING TILES AS REQUIRED TO REMOVE THE ELECTRICAL FACILITIES NOTED. REPLACE CEILING TILES DAMAGED DURING DEMOLITION.
- d. KEEP EXISTING SYSTEMS OPERATIONAL DURING ALL PHASES OF CONSTRUCTION UNLESS NECESSARY FOR DEMOLITION.
- e. OBTAIN OWNER'S PERMISSION TO SHUT OFF SERVICES OR SYSTEMS WHICH MAY AFFECT OTHER AREAS BEYOND DEMOLITION AREA. INFORM OWNER AS TO THE REASON FOR AND THE DURATION OF THE SHUTDOWN.
- f. REPAIR AT CONTRACTORS EXPENSE ANY DAMAGED CONDUIT OR WIRE NOT IDENTIFIED FOR DEMOLITION.
- g. INSTALL BLANK COVERPLATES/COVERS OVER OPENINGS AT REMOVED DEVICE LOCATIONS.
- D. ALL WIRING FOR REMODELED AREAS SHALL BE NEW UNLESS SPECIFICALLY NOTED OTHERWISE.
- E. PROTECT EXISTING DEVICES IDENTIFIED TO REMAIN OR BE RELOCATED. IF AN EXISTING DEVICE CANNOT BE REINSTALLED NOTIFY DESIGN TEAM DURING DEMOLITION. REPLACE FUNCTIONING ITEMS DAMAGED DURING DEMOLITION.
- F. REMOVED/DEMOLISHED EQUIPMENT REMAINS THE PROPERTY OF THE OWNER UNLESS OTHERWISE NOTED. VERIFY OWNERS SALVAGE SELECTIONS AND DISPOSE ALL OTHER MATERIALS.
- G. PLAN ABBREVIATIONS:
E - EXISTING ITEM TO REMAIN
ER - NEW LOCATION OF EXISTING ITEM
N - NEW ITEM IN EXISTING LOCATION
R - EXISTING ITEM TO BE REMOVED, PATCH AND/OR COVER
RW - REPLACE EXISTING WITH NEW
RR - EXISTING ITEM TO BE REMOVED AND RELOCATED

- KEYNOTES**
- 1 EXISTING MEDIACOM ENTRANCE (COAXIAL CABLING). MEDIACOM SERVES LIBRARY WITH CABLE INTERNET SERVICES. INTERCEPT, EXTEND AND RE-TERMINATED THE EXISTING COAXIAL CABLING INSIDE THE NEWLY CONFIGURED SERVER ROOM.
- 2 EXISTING CITY OF CLIVE WIDE AREA NETWORK FIBER ENTRANCE. PROTECT FOR THE DURATION OF CONSTRUCTION.
- 3 EXISTING WALL MOUNT INTERCONNECT FIBER PANELS SERVING CITY OF CLIVE WIDE AREA NETWORK CONNECTIVITY.
- 4 EXISTING CENTRILINK LUMEN DEMARCATION POINT TO REMAIN. REMOVE ALL ABANDONED 96-BLOCK AND 110-BLOCK CONNECTIVITY. REMOVE THE ABANDONED TELEPHONE SYSTEM AND SALVAGE BACK TO OWNER. ADDITIONAL WALL SPACE IS REQUIRED TO SUPPORT THE NEW FIRE DETECTION AND ALARM CONTROL PANEL.
- 5 EXISTING TELECOMMUNICATIONS MAIN DISTRIBUTION FRAME. ALL DATA CABLING SCHEDULED TO BE REMOVED ORIGINATES AT THIS LOCATION. ABANDONED INFRASTRUCTURE SHALL NOT BE ACCEPTED.



1 TELECOM - NEW - UPPER FLOOR PLAN
1/8" = 1'-0"

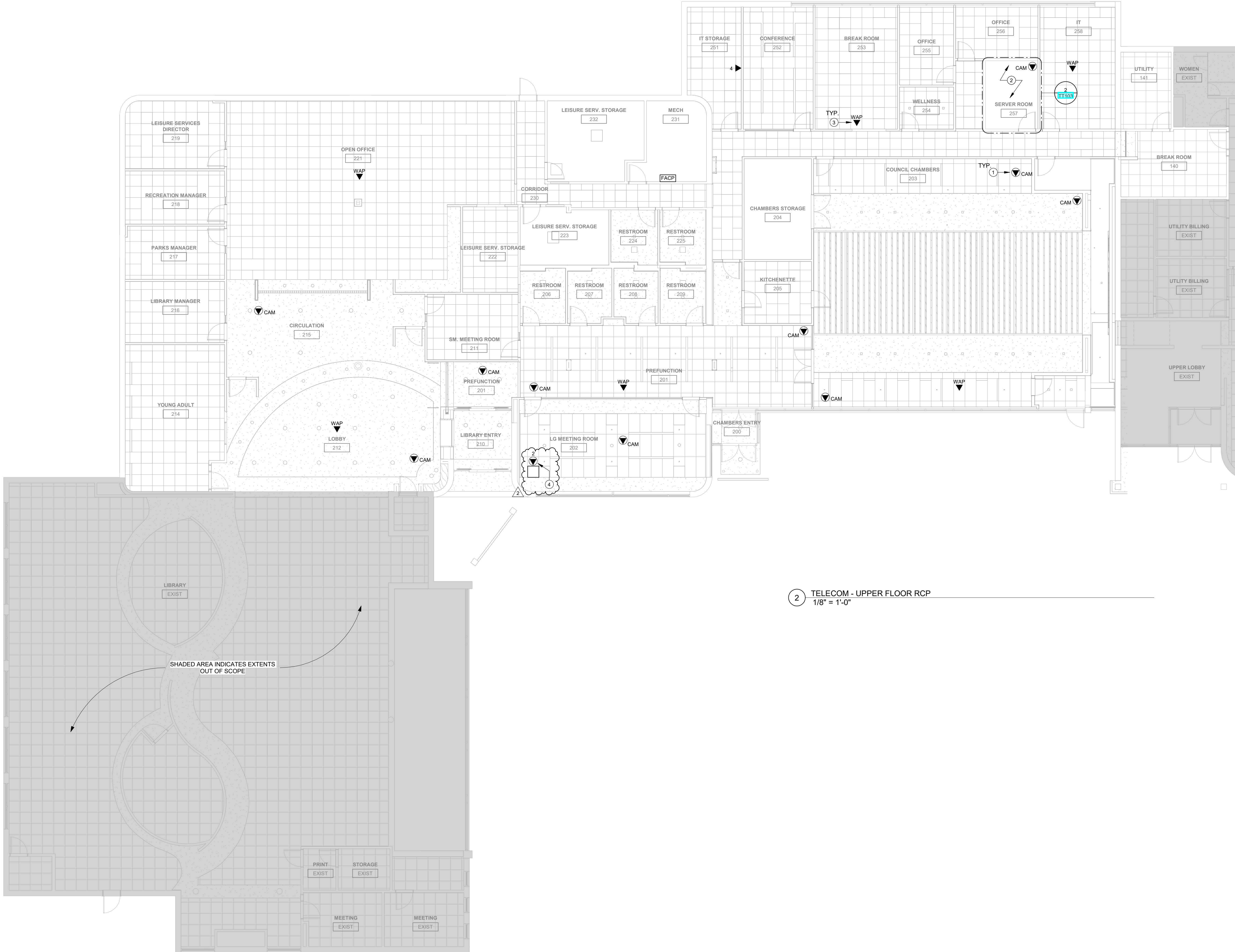
- GENERAL NOTES**
- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
- B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLEING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
- C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLEING.

- KEYNOTES**
- 1 RECONFIGURED SERVER ROOM AND MAIN DISTRIBUTION FRAME. NEW CATEGORY CABLEING ILLUSTRATED ON THIS PLAN SHALL ROUTE BACK TO THIS LOCATION.
- 2 EXISTING CITY OF CLIVE WIDE AREA NETWORK FIBER ENTRANCE. PROTECT FOR THE DURATION OF CONSTRUCTION.
- 3 EXISTING WALL MOUNT INTERCONNECT FIBER PANELS SERVING CITY OF CLIVE WIDE AREA NETWORK CONNECTIVITY.
- 4 PROVIDE ONE (1) TWO-GANG OPENING IN FURRED COLUMN TO SUPPORT THE FURNITURE DATA FEEDS AS ILLUSTRATED. ROUTE TWO (2) 1-1/4" CONDUITS DOWN THE STRUCTURAL COLUMN TO SUPPORT THE CATEGORY 6 DATA CABLEING. CABLEING SHALL BE ROUTED WITH AN APPROPRIATE SIZED SERVICE LOOP TO FEED THROUGH THE FURNITURE. TERMINATE AT THE DESIGNATED OPENINGS INSIDE THE MODULAR FURNITURE.
- 5 PROVIDE A RECESSED MULTI-SERVICE BOX TO HOST POWER, DATA AND AUDIO VISUAL SYSTEMS CONNECTIVITY. SEPARATE ROUGH-IN FOR THE DEVICES SHALL NOT BE ACCEPTED. REFER TO THE TA-SERIES DRAWINGS FOR ADDITIONAL INFORMATION.
- 6 PROVIDE A PRIMARY BONDING BUSBAR SERVING THE TELECOMMUNICATIONS SYSTEM. PROVIDE GROUNDING AND BONDING CONNECTIONS AS DEFINED IN SPECIFICATION SECTION 27 05 26.
- 7 PROVIDE A SECONDARY BONDING BUSBAR SERVING THE TELECOMMUNICATIONS ROOM. PROVIDE GROUNDING AND BONDING CONNECTIONS AS DEFINED IN SPECIFICATION SECTION 27 05 26.
- 8 PROVIDE A 2/0 COPPER CONDUCTOR FROM THE PRIMARY BONDING BUSBAR TO THE SECONDARY BONDING BUSBAR. EXISTING MEDIACOM ENTRANCE (COAXIAL CABLEING). MEDIACOM SERVES LIBRARY WITH CABLE INTERNET SERVICES. INTERCEPT, EXTEND AND RE-TERMINATED THE EXISTING COAXIAL CABLEING INSIDE THE NEWLY CONFIGURED SERVER ROOM.

Key Plan:

Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.27.2024

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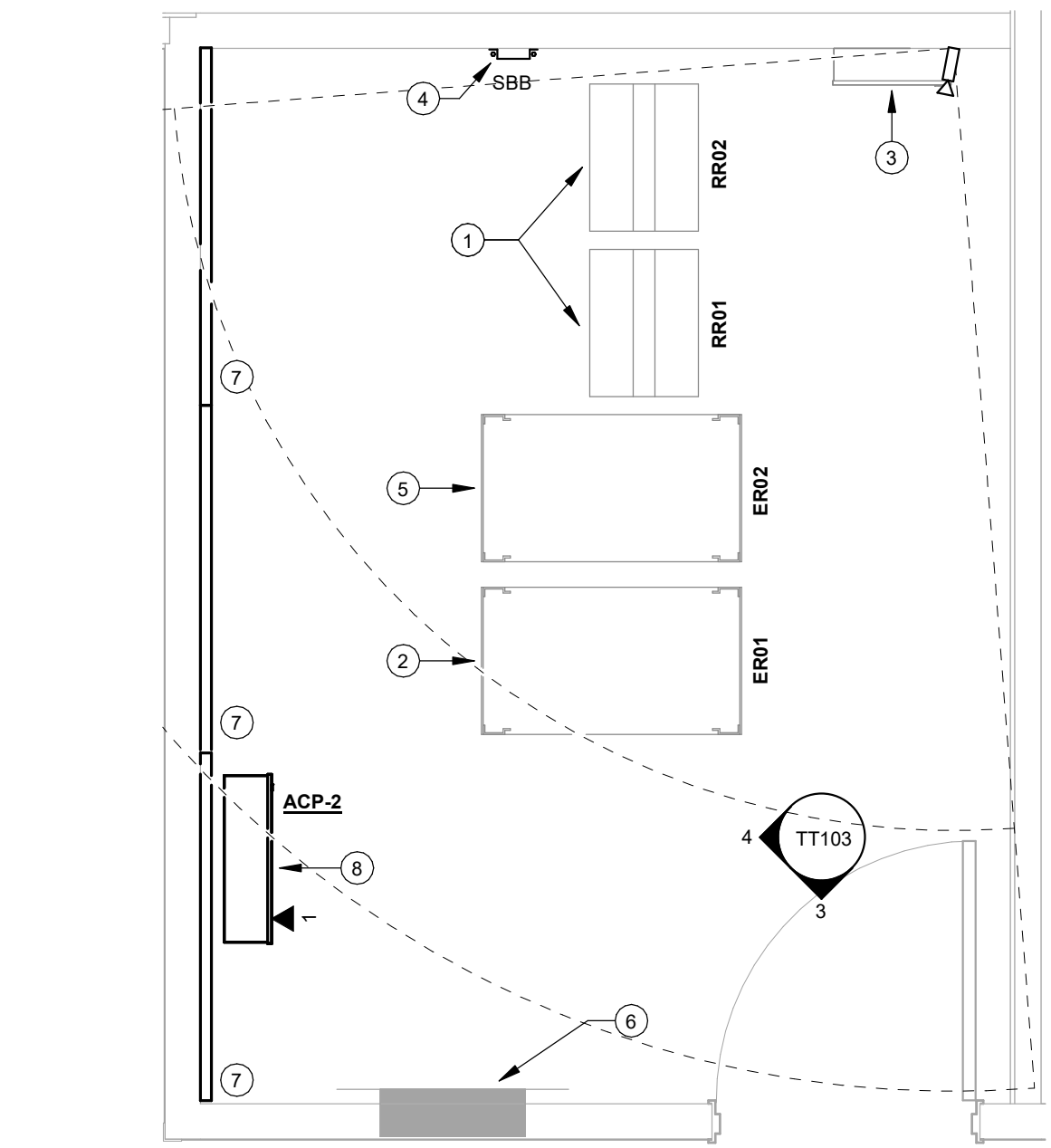
SHADED AREA INDICATES EXTENTS
OUT OF SCOPE

2 TELECOM - UPPER FLOOR RCP
1/8" = 1'-0"

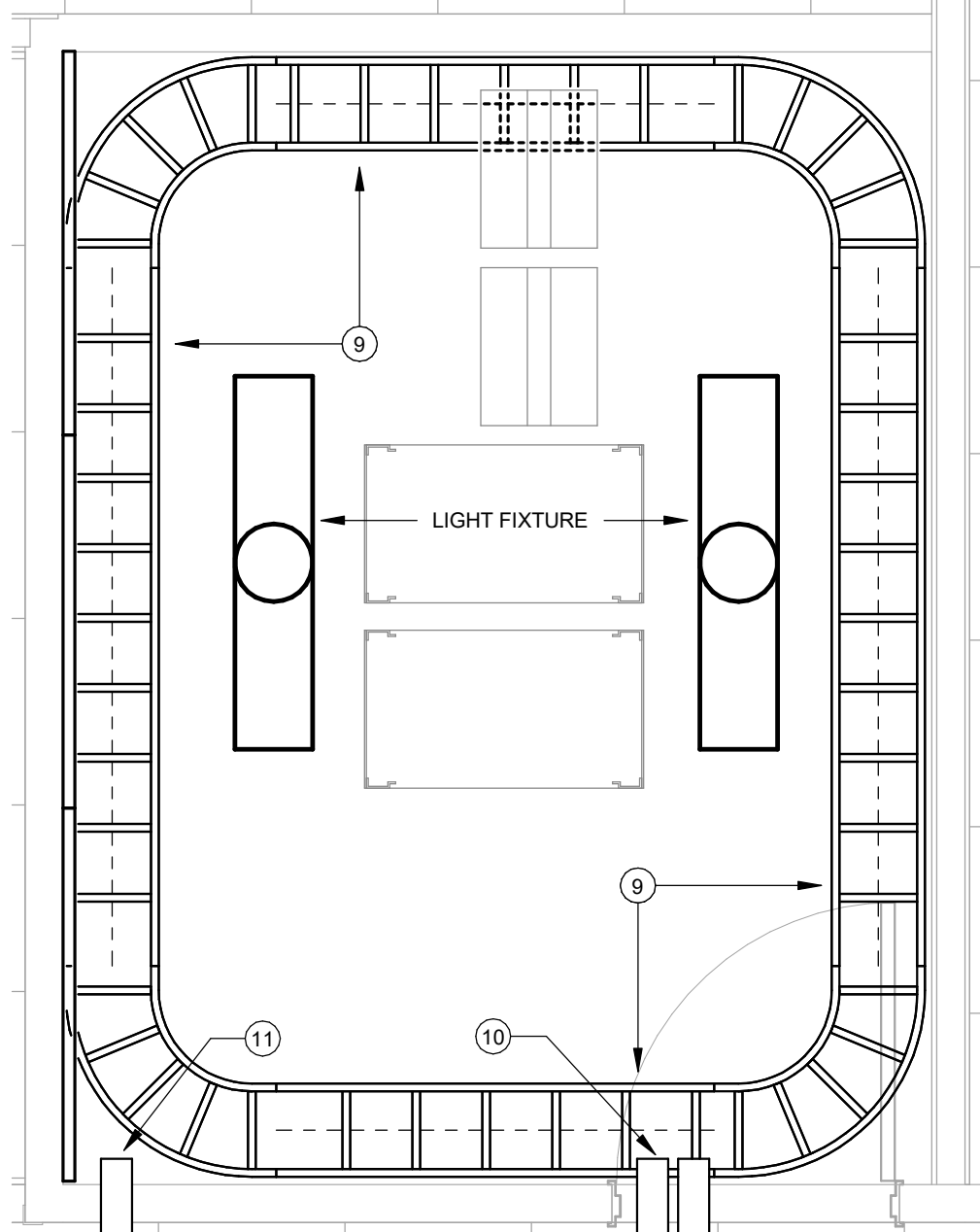
- KEYNOTES**
- 1 PROVIDE CATEGORY 6 CABLE TERMINATED TO A SURFACE STYLE JACK ABOVE THE ACCESSIBLE CEILING. PROVIDE A MANUFACTURER TERMINATED PATCH CABLE TO MAKE THE FINAL CONNECTION TO THE CONTRACTOR-FURNISHED AND INSTALLED CAMERA.
 - 2 RECONFIGURED SERVER ROOM AND MAIN DISTRIBUTION FRAME. NEW CATEGORY CABLING ILLUSTRATED ON THIS PLAN SHALL ROUTE BACK TO THIS LOCATION.
 - 3 PROVIDE CATEGORY 6 CABLE TERMINATED TO A SURFACE STYLE JACK ABOVE THE ACCESSIBLE CEILING. PROVIDE A MANUFACTURER TERMINATED PATCH CABLE TO MAKE THE FINAL CONNECTION TO THE OWNER PROVIDED WIRELESS ACCESS POINT.
 - 4 PROVIDE TWO (2) CATEGORY 6 CABLES TO SERVE THE AV CEILING ENCLOSURE.

- GENERAL NOTES**
- A. COORDINATE LOCATION/INSTALLATION OF MECHANICAL AND ELECTRICAL WORK WITH ALL OTHER TRADES. NO ASPECT OF A SYSTEM INSTALLATION OR ITS ROUGH-IN SHALL COMMENCE UNTIL PROPER AND TIMELY COORDINATION WITH ALL TRADES ASSOCIATED WITH THE INSTALLATION HAS TRANSPIRED. ITEMS TO BE COORDINATED SHALL INCLUDE BUT NOT BE LIMITED TO: BUILDING STRUCTURE, SHEET METAL, PIPING SYSTEMS, LIGHT FIXTURES, CONDUITS, CABLE TRAYS, ETC. REFER TO ALL GENERAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT.
 - B. PROVIDE PENETRATIONS REQUIRED FOR ROUTING CABLING AND RACEWAYS THROUGH THE BUILDING. COORDINATE FIRE RATED WALL PENETRATIONS AND PROVIDE CONDUIT SLEEVES AND FIRE STOPPING TO MAINTAIN RATING.
 - C. PROVIDE J-HOOKS, BRIDLE RINGS AND OTHER ACCESSORIES REQUIRED TO SUPPORT ALL TELECOMMUNICATIONS AND SECURITY MANAGEMENT SYSTEM CABLING.

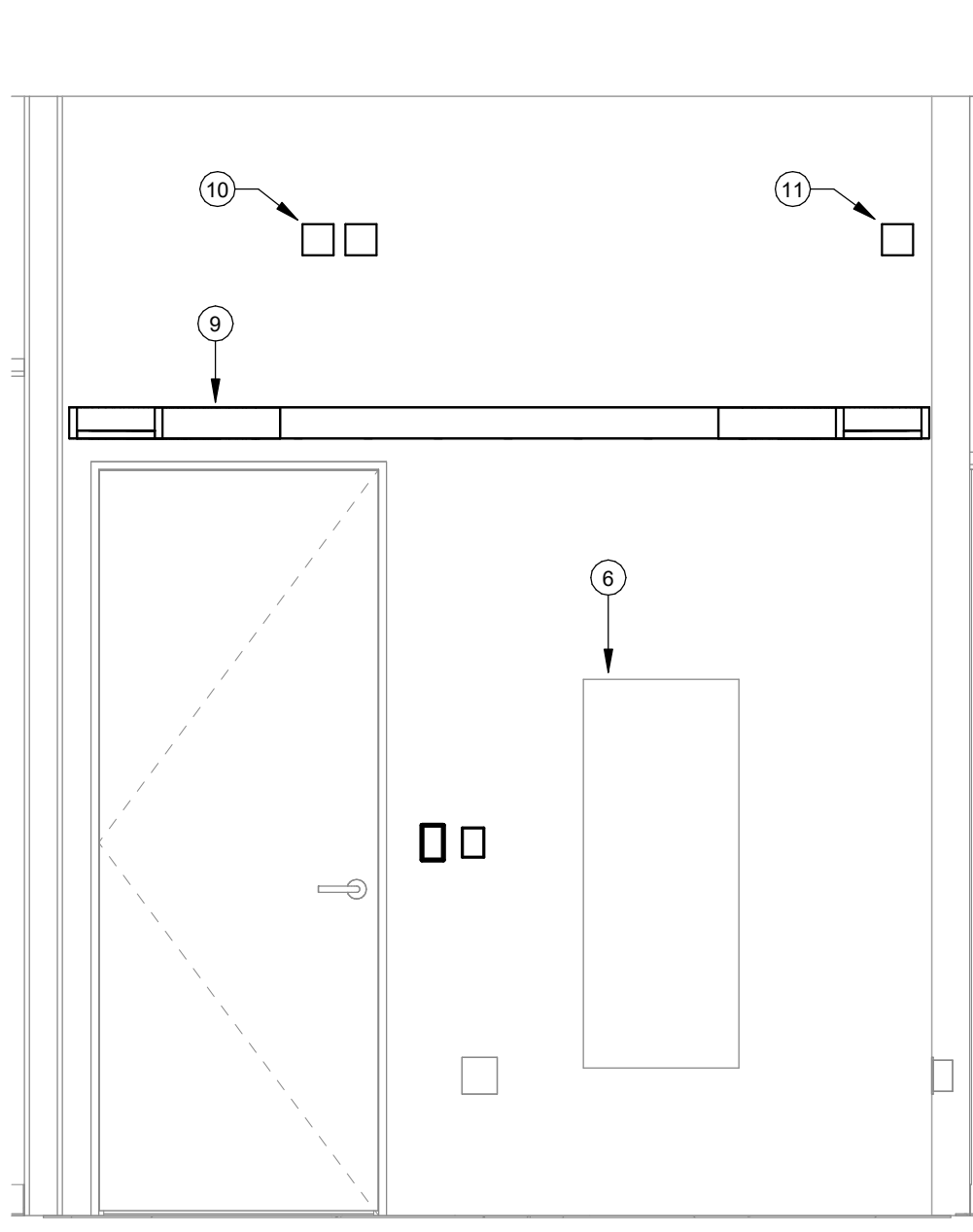
Revision	Description	Date
Addendum #1		11.15.2024
Addendum #2		11.17.2024



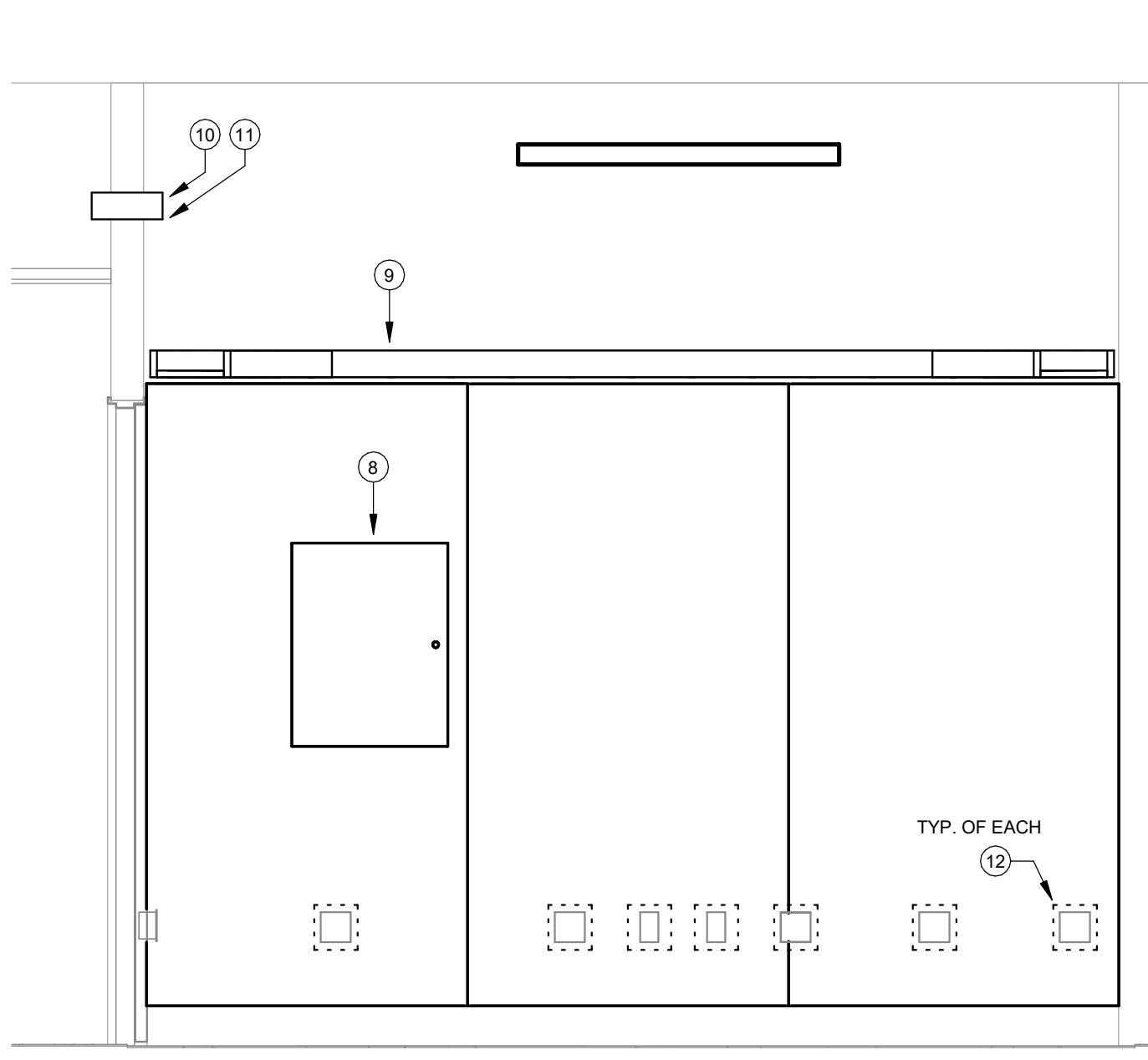
1 ENLARGED FLOOR PLAN - SERVER ROOM
1/2" = 1'-0"



2 ENLARGED CEILING PLAN - SERVER ROOM
1/2" = 1'-0"



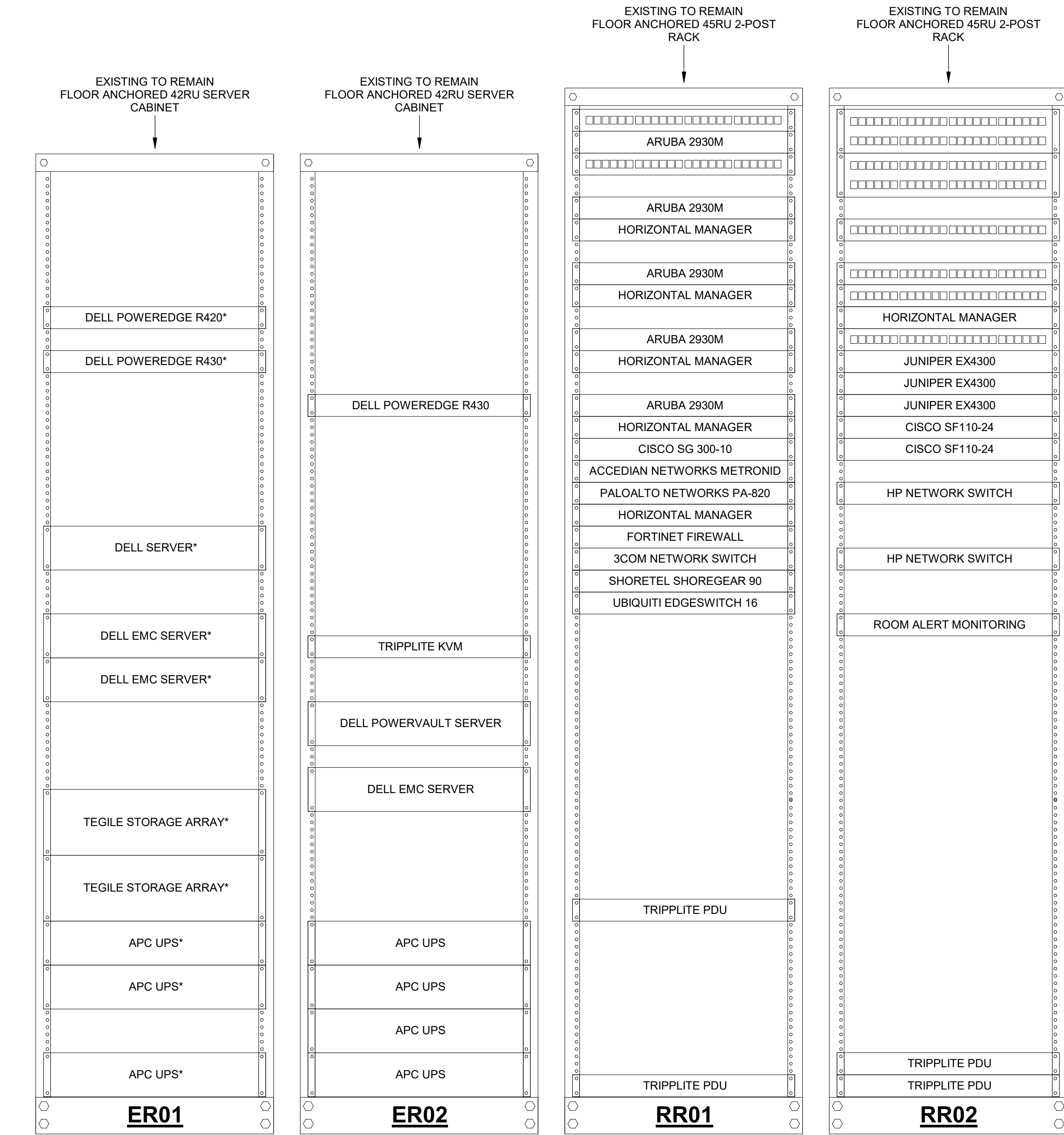
3 ELEVATION - SERVER ROOM EAST WALL
1/2" = 1'-0"



4 ELEVATION - SERVER ROOM NORTH WALL
1/2" = 1'-0"

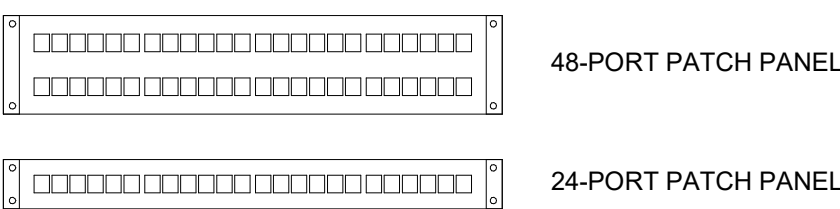
KEYNOTES

- EXISTING 2-POST RACK TO REMAIN. RACK SERVES BUILDING-WIDE DATA CONNECTIVITY. RACK SHALL BE RECONFIGURED WITH PATCH PANELS TO ACCOMMODATE DEMOLITION AND NEW CONSTRUCTION SCOPE. CONTRACTOR SHALL WORK CLOSELY WITH THE CITY OF CLIVE IT DEPARTMENT ON PREFERRED RACK LAYOUT AND LABELING SCHEME.
- EXISTING SERVER CABINET TO REMAIN. CABINET SHALL BE AVAILABLE TO HOST ALL NEW AUDIO VISUAL SYSTEMS EQUIPMENT THAT SERVES THE NEWLY CONFIGURED COUNCIL CHAMBERS.
- EXISTING WALL-MOUNTED FIBER INTERCONNECT CABINET TO REMAIN. CABINET SERVES SINGLEMODE FIBER OPTIC INFRASTRUCTURE TO THE 2-POST RACKS. PROVIDE NEW FIBER OPTIC PATCH CABLING THAT LEVERAGES THE NEW CABLE RUNWAY IN ROOM TO CLEAN UP DRAPING INFRASTRUCTURE.
- PROVIDE A SECONDARY BONDING BUSBAR SERVING THE TELECOMMUNICATIONS ROOM. PROVIDE GROUNDING AND BONDING CONNECTIONS AS DEFINED IN SPECIFICATION SECTION 27 05 06.
- EXISTING SERVER CABINET TO REMAIN. CABINET SHALL BE RESERVED TO HOST CITY OF CLIVE SERVER EQUIPMENT.
- EXISTING ELECTRICAL PANELBOARD TO REMAIN.
- PROVIDE SHEETS OF 4' X 8' 3/4" AG GRADE PLYWOOD ALONG THE WALL. PAINT EACH SHEET WITH 2-COATS OF WHITE FIRE RETARDANT PAINT ON ALL SIDES. BACKBOARD IS INTENDED TO SERVE WALL MOUNT SPECIAL SYSTEMS.
- ACCESS CONTROL PANEL #2 (ACP-2) LOCATION. PROVIDE ONE (1) LIFESAFETY POWER ENCLOSURE ALONG WITH NEW MERCURY HARDWARE TO SERVE A MAXIMUM OF 8 ADDITIONAL DOORS. A NEW INTELLIGENT SYSTEM CONTROLLER SHALL BE PROVIDED IN THIS LOCATION. PROVIDE ONE (1) CATEGORY 6 CABLE FROM THE RELAY RACK OVER TO THIS ENCLOSURE. TERMINATE TO A SURFACE MOUNTED JACK AND PROVIDE FINAL CONNECTION USING A MANUFACTURER TERMINATED PATCH CORD.
- PROVIDE 12" CABLE RUNWAY AROUND THE PERIMETER OF THE ROOM TO SUPPORT ALL TELECOMMUNICATIONS AND SPECIAL SYSTEMS INFRASTRUCTURE.
- PROVIDE TWO (2) EZ-PATH SERIES 44 4" SLEEVES TO SERVE TELECOMMUNICATIONS CABLING.
- PROVIDE ONE (1) EZ-PATH SERIES 44 4" SLEEVE TO SERVE ALL OTHER SPECIAL SYSTEMS CABLING.
- PROVIDE CUTOUTS IN PLYWOOD BACKBOARD TO SUPPORT THE EXISTING 120/220VAC CIRCUITS SERVING THE 2-POST RACKS AND SERVER CABINETS.
- DESIGN INTENT IS TO PROVIDE TWO (2) MODULAR 24-PORT PATCH PANELS WITH AN OWNER-FURNISHED SWITCH BETWEEN THEM. PROVIDE SHORT (6 INCHES OR 1 FOOT) LENGTH PATCH CORDS TO ALLOW FOR A CLEAN AND EASY TO ADMINSTRATE CONNECTION TO THE ACTIVE EQUIPMENT. WORK WITH THE CITY OF CLIVES INFORMATION TECHNOLOGY DEPARTMENT TO ACHIEVE THE DESIRED LAYOUT.
- DESIGN INTENT IS TO REMOVE DATA JACKS AND PATCH PANELS AS THEY EMPTY OUT FROM THE DEMOLITION SCOPE.

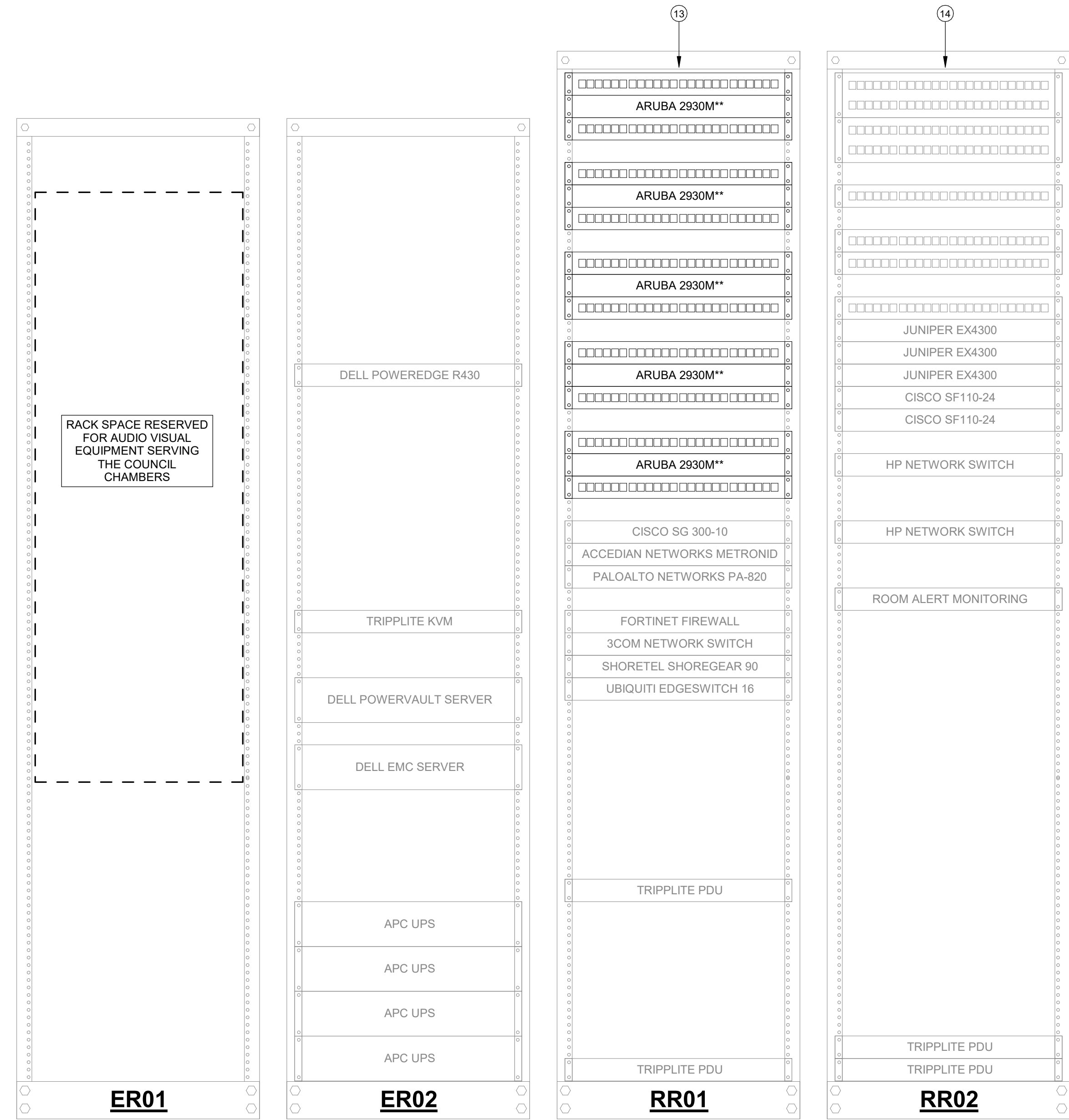


5 EXISTING - TELECOMMUNICATIONS RACK DIAGRAMS

LEGEND:

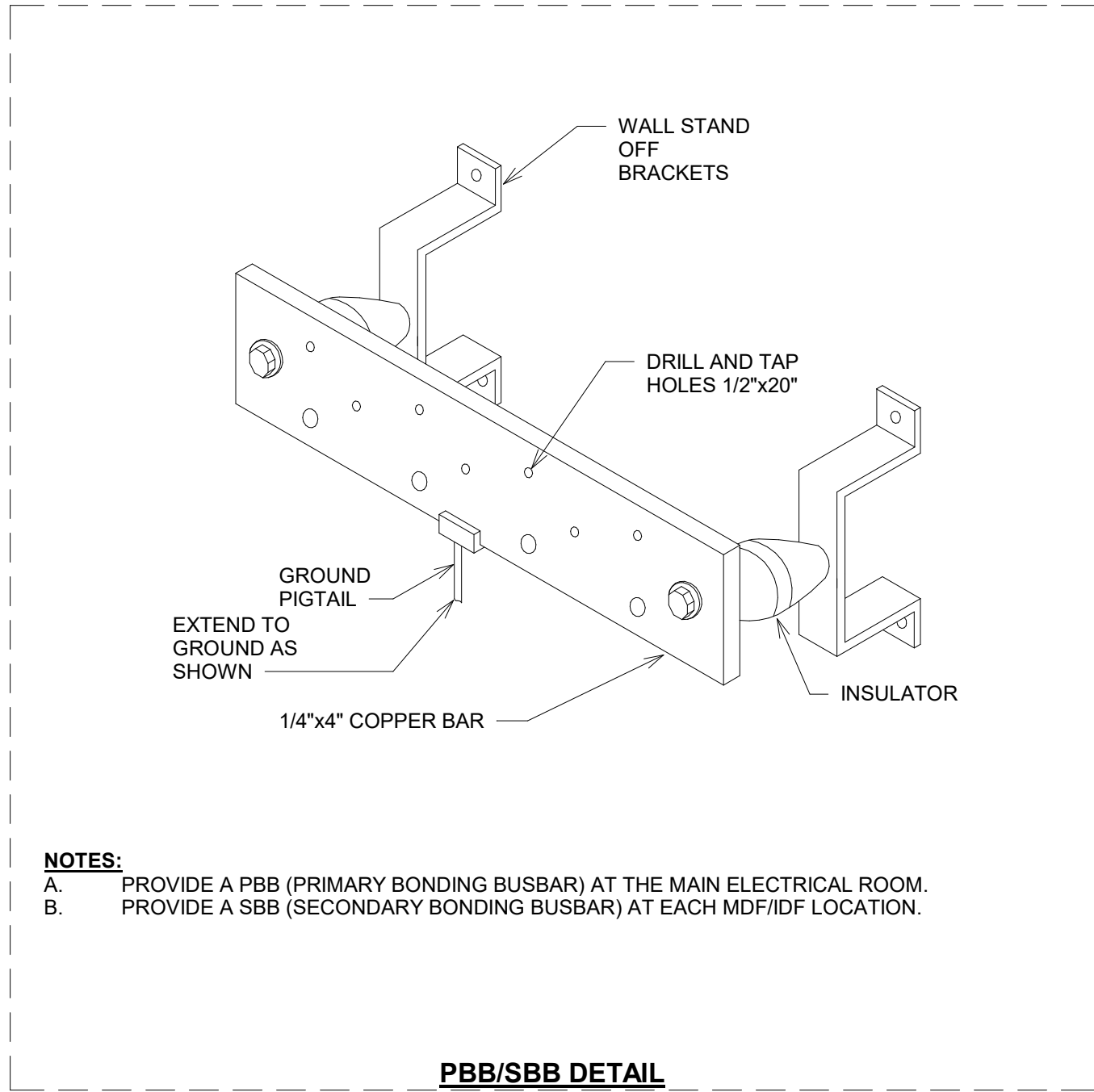
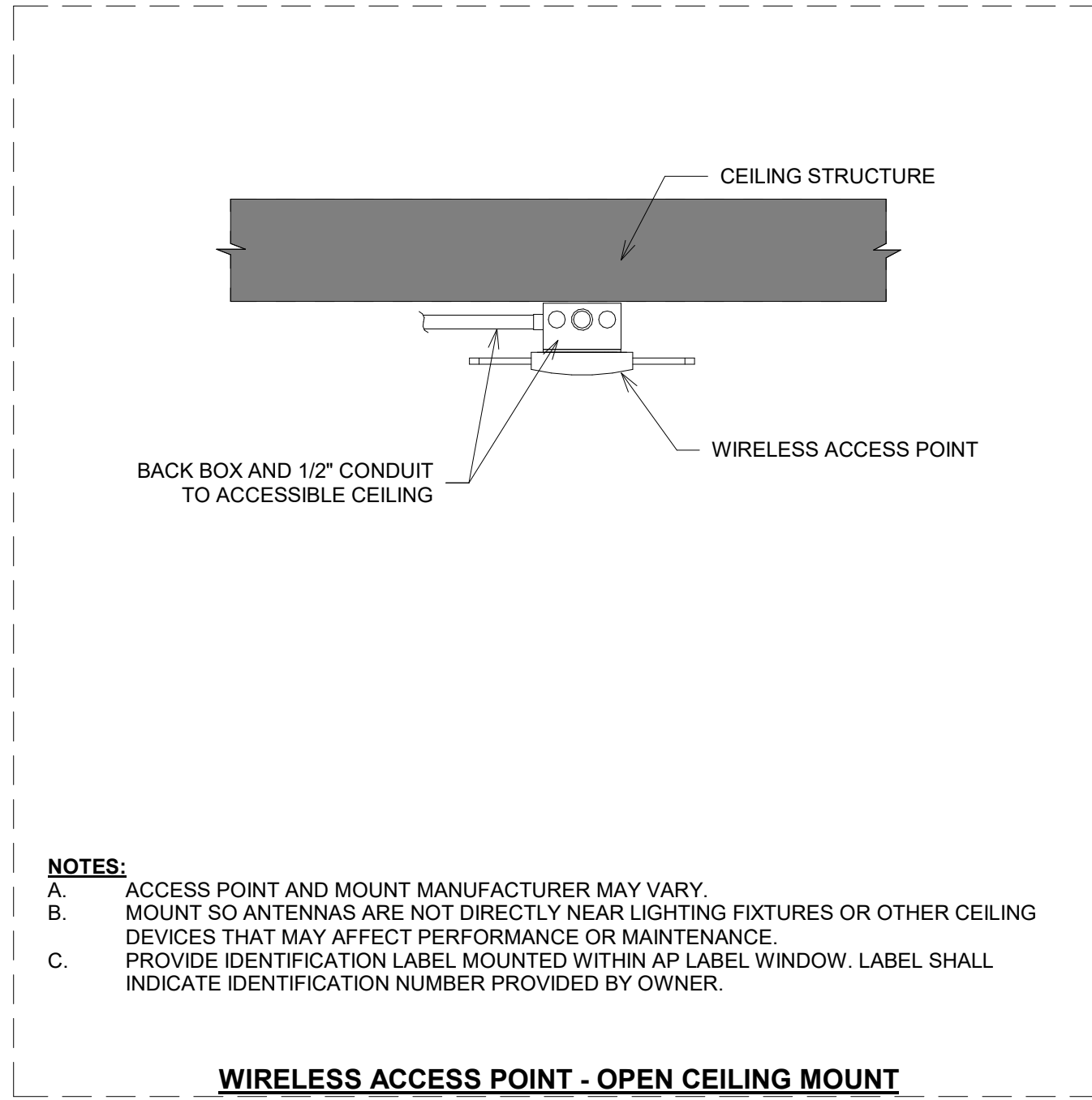
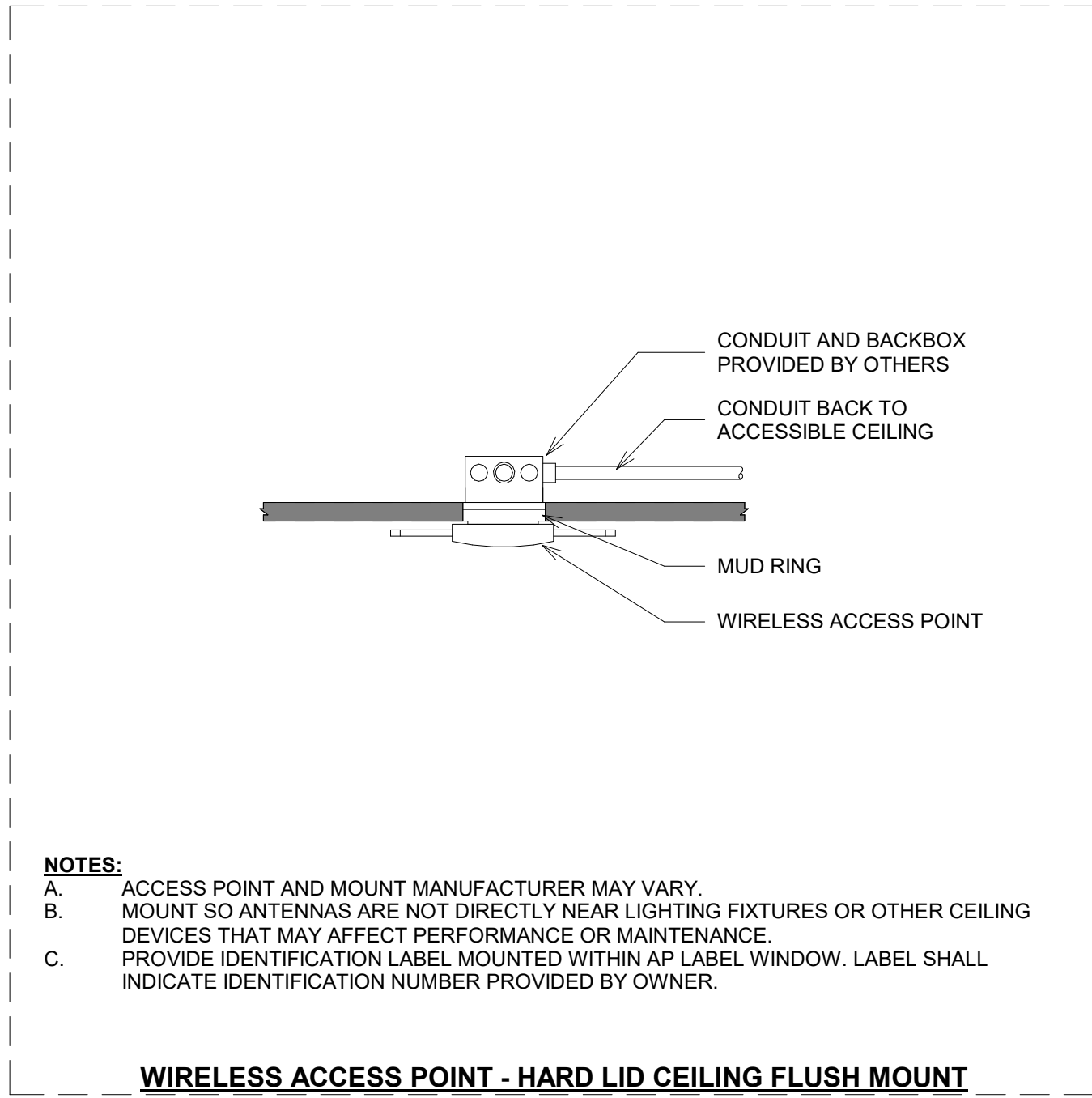
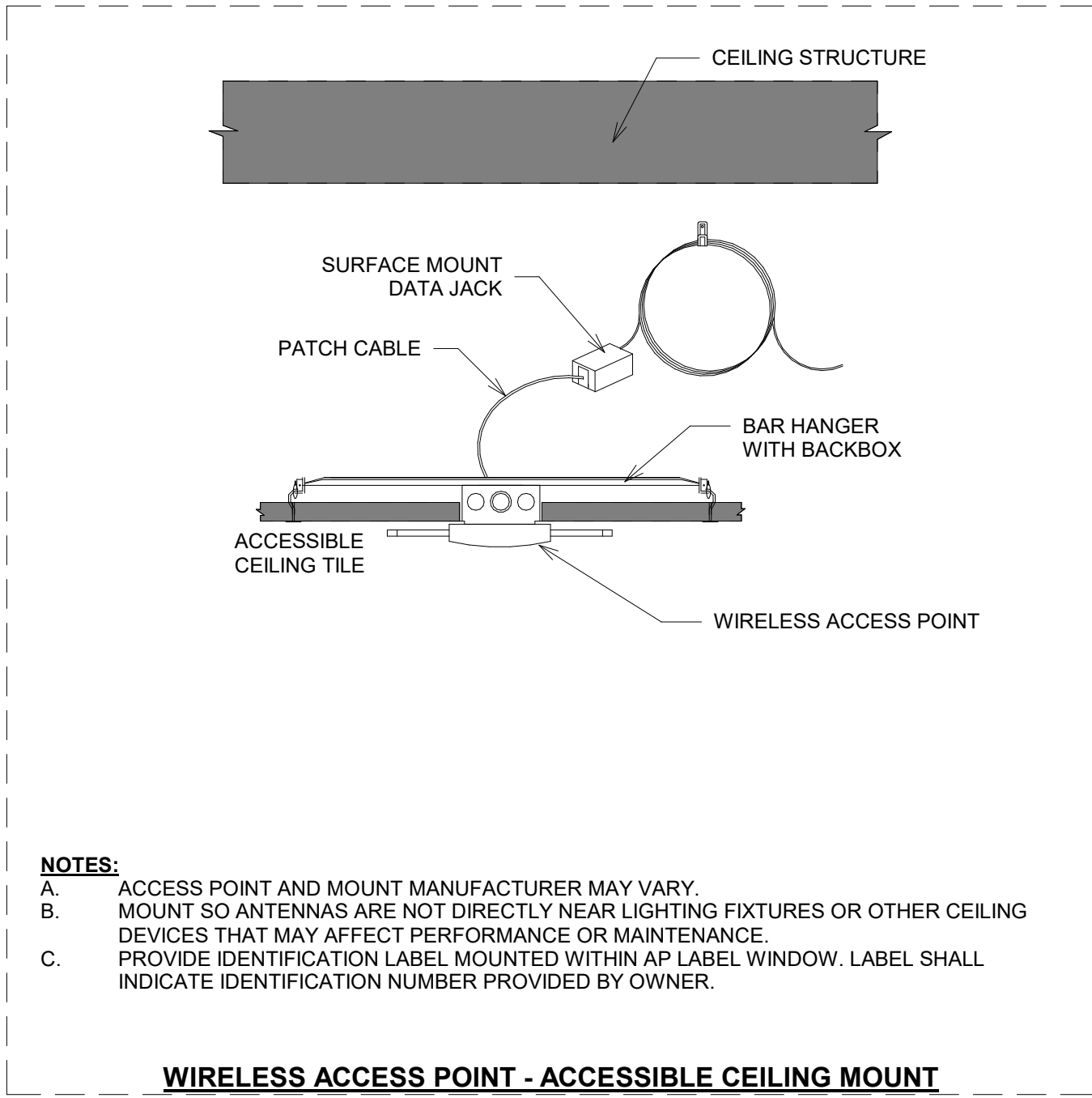
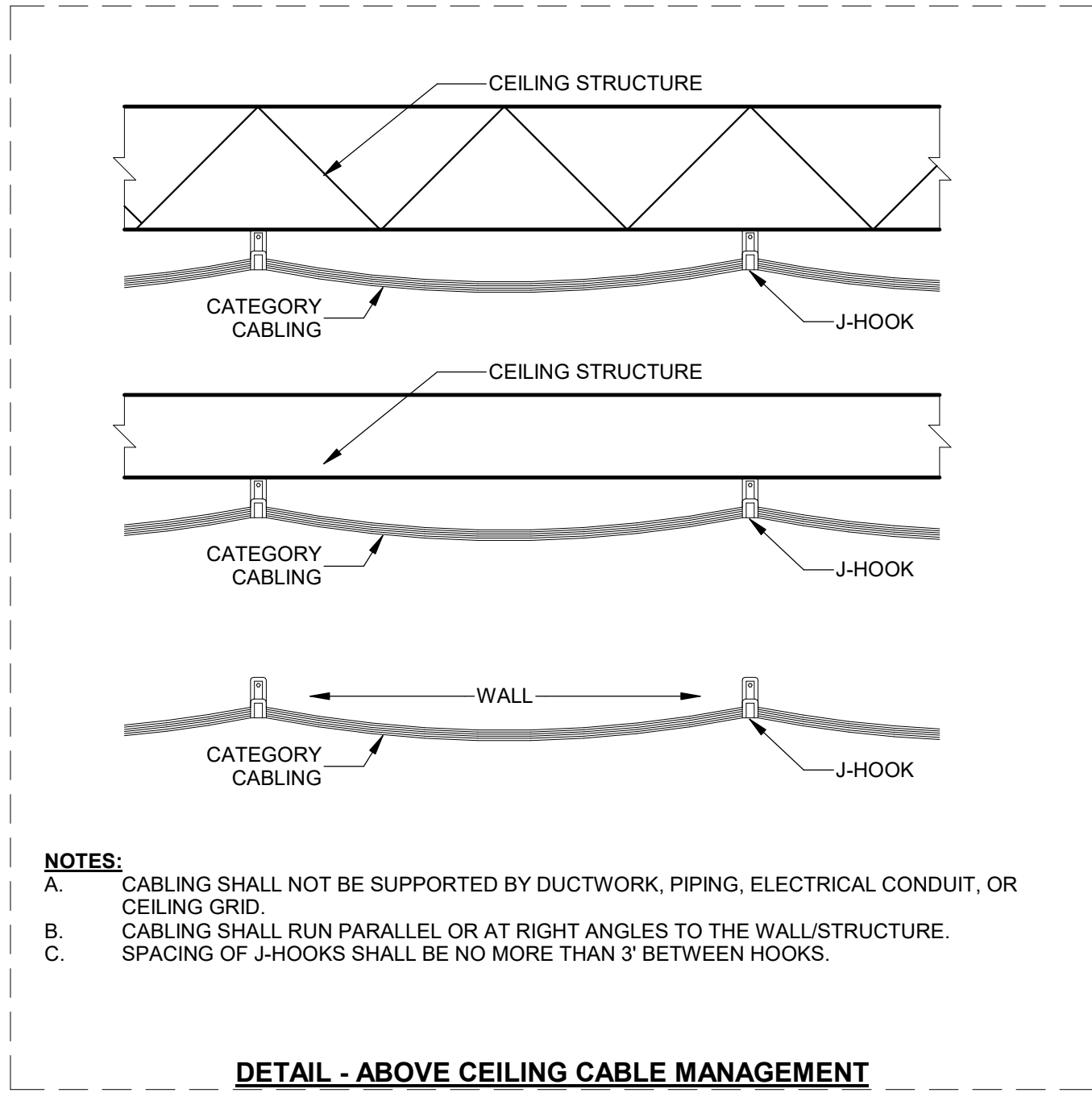
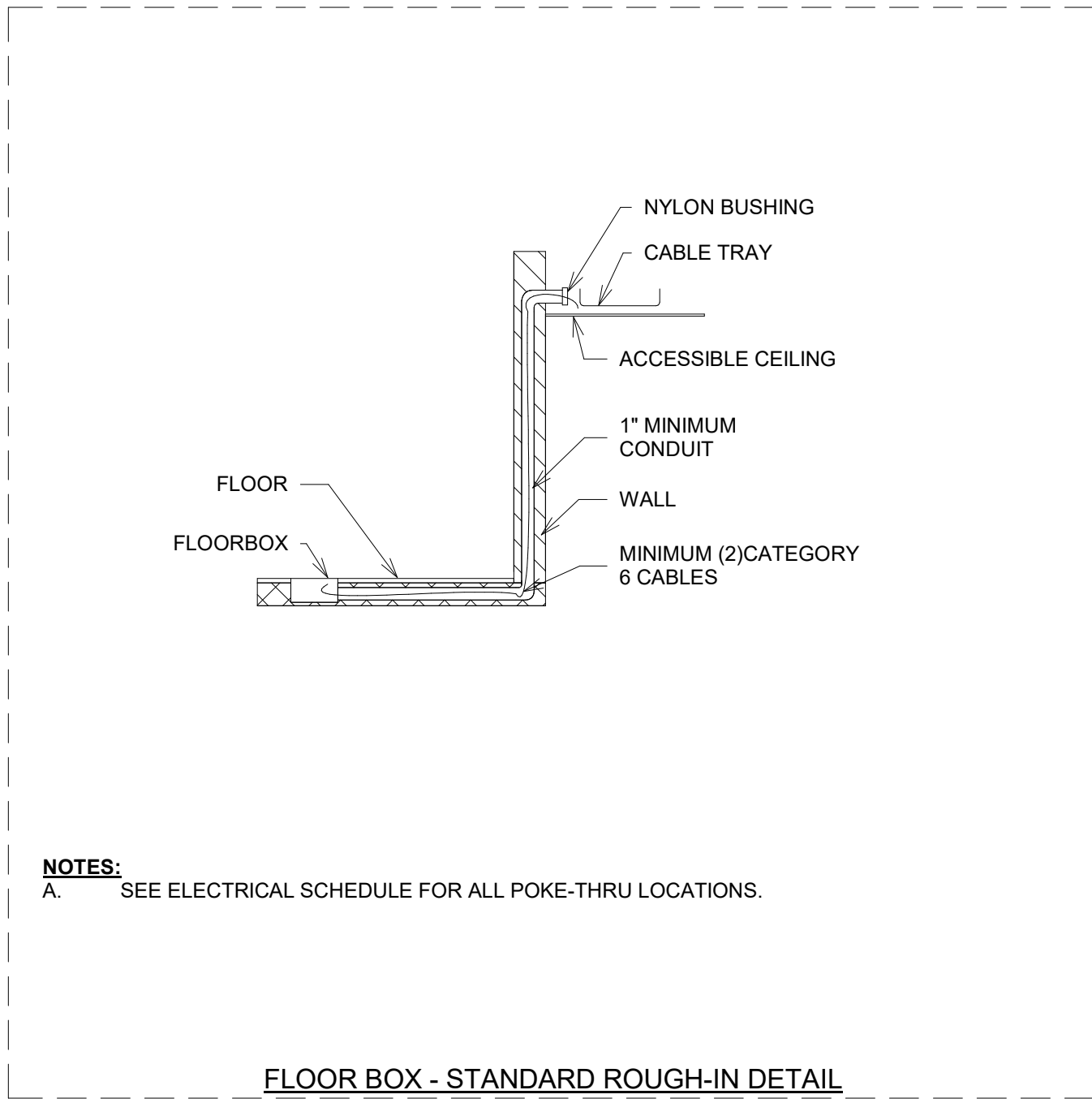
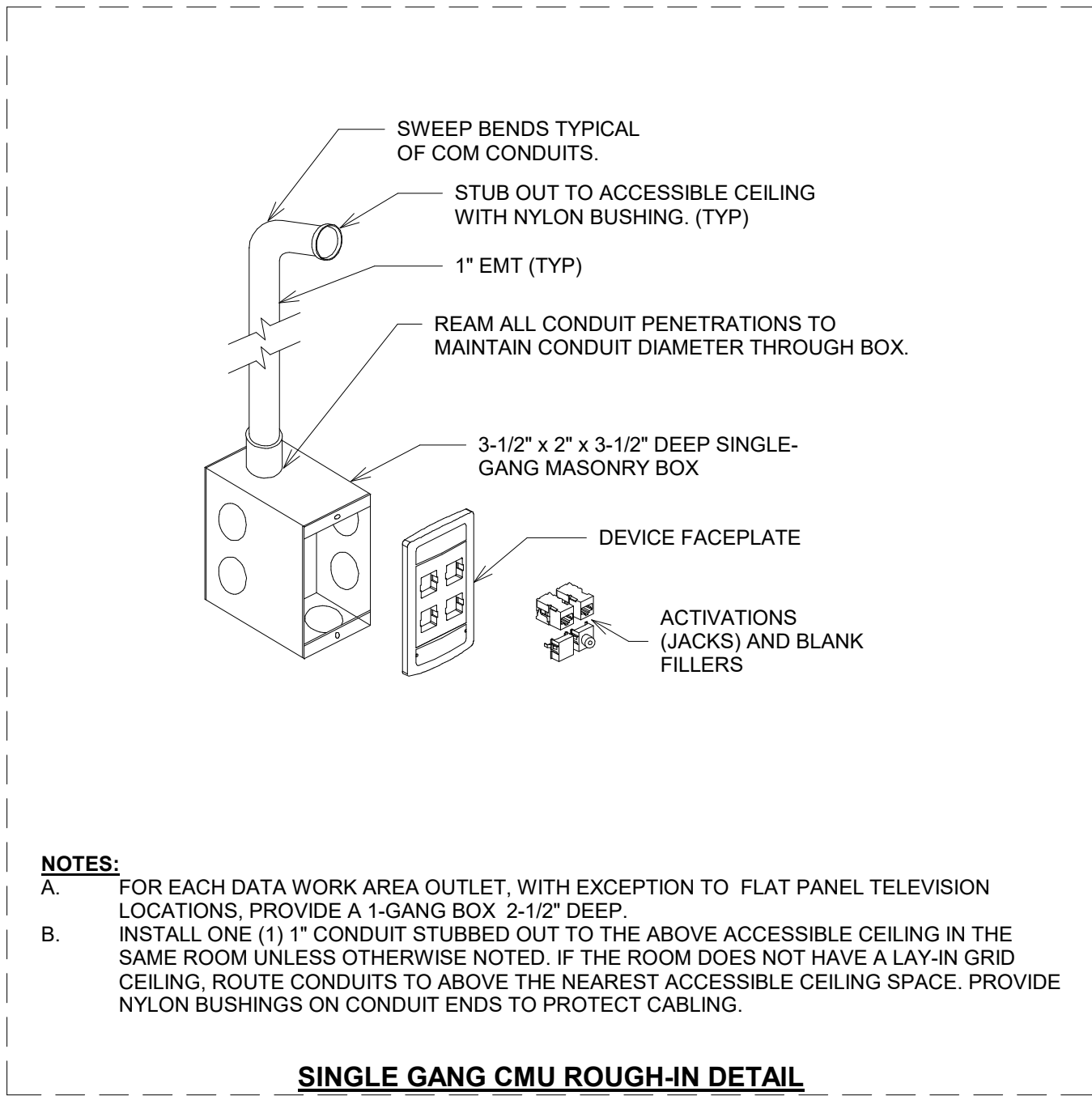
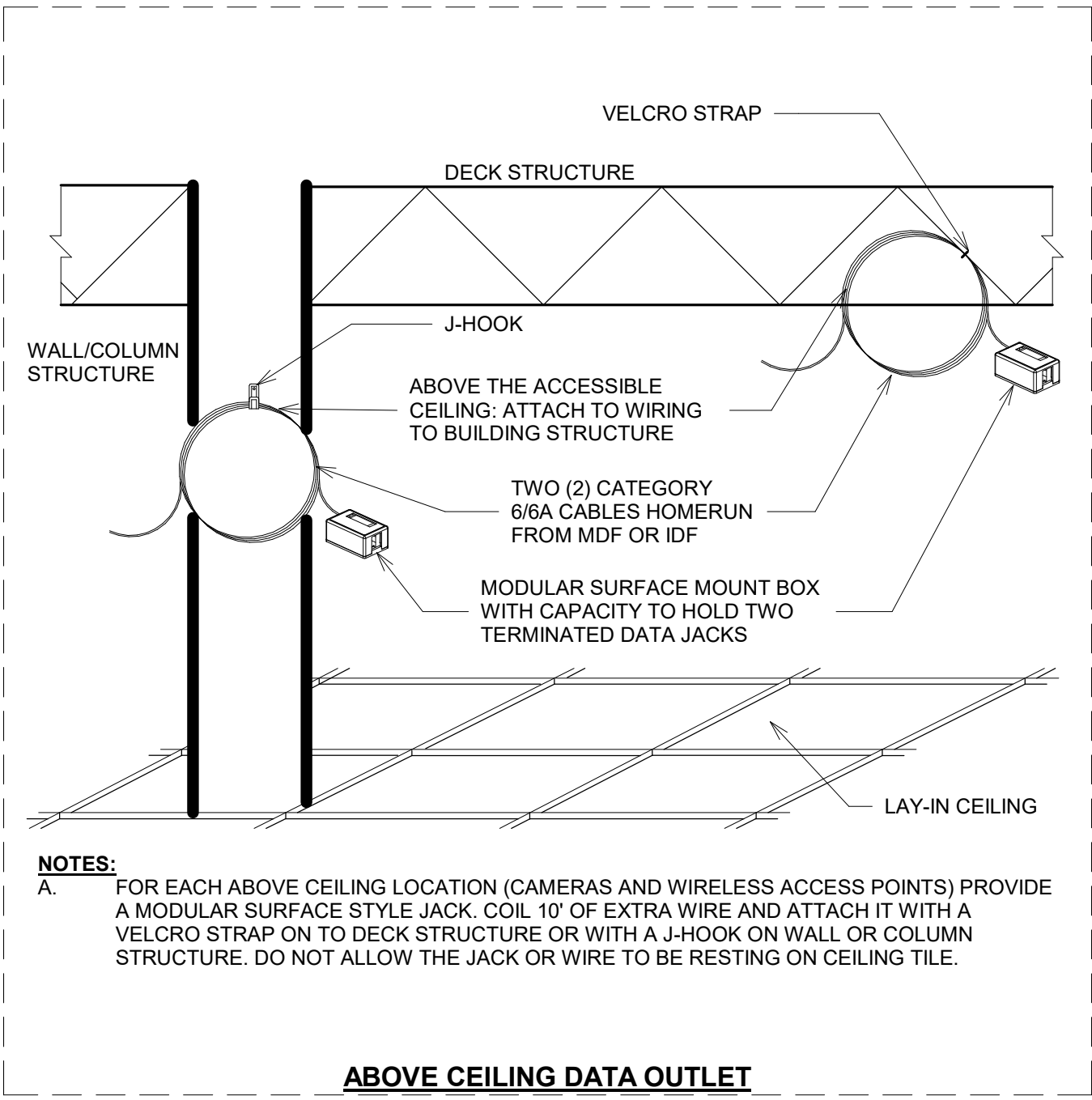
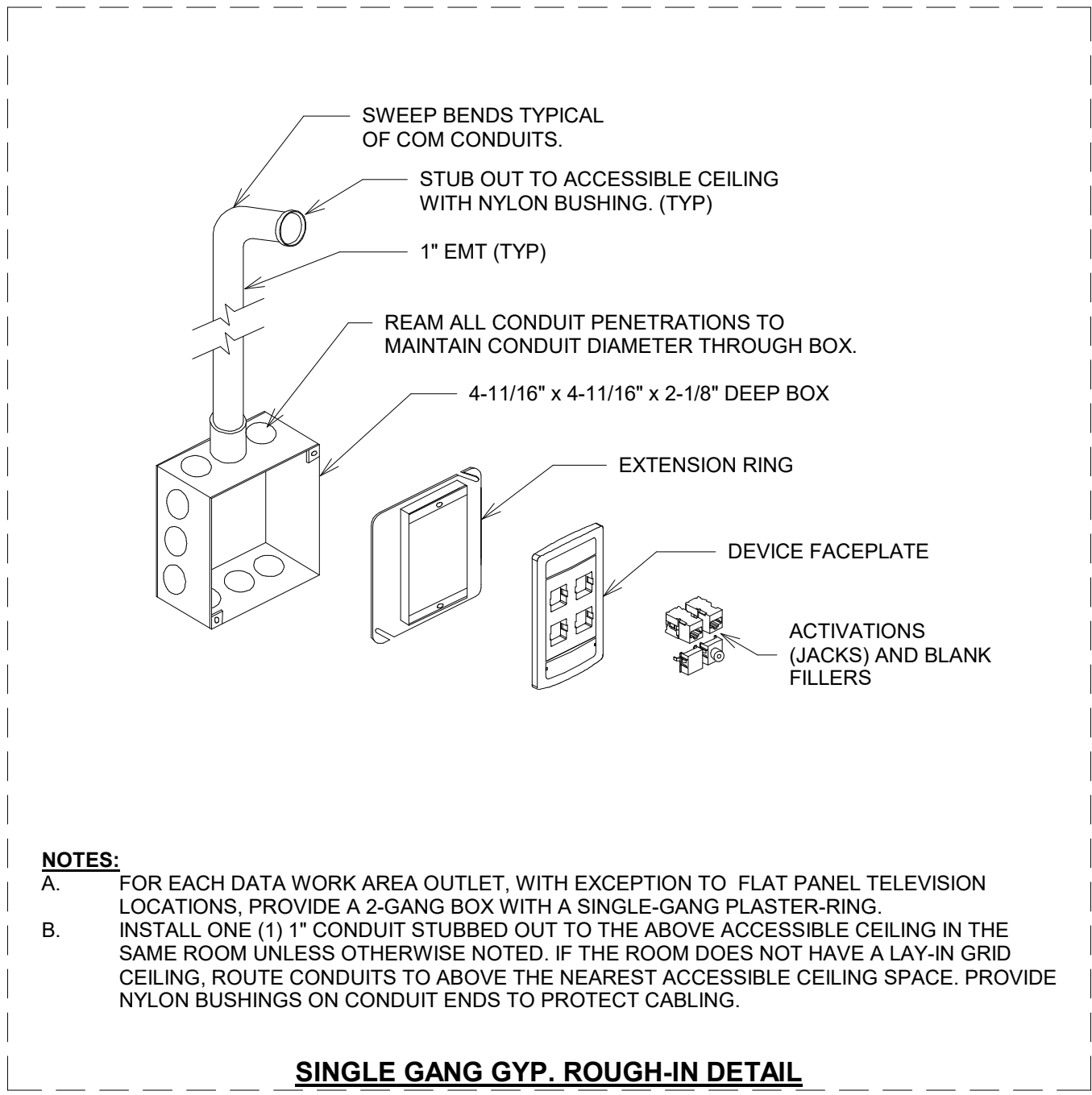


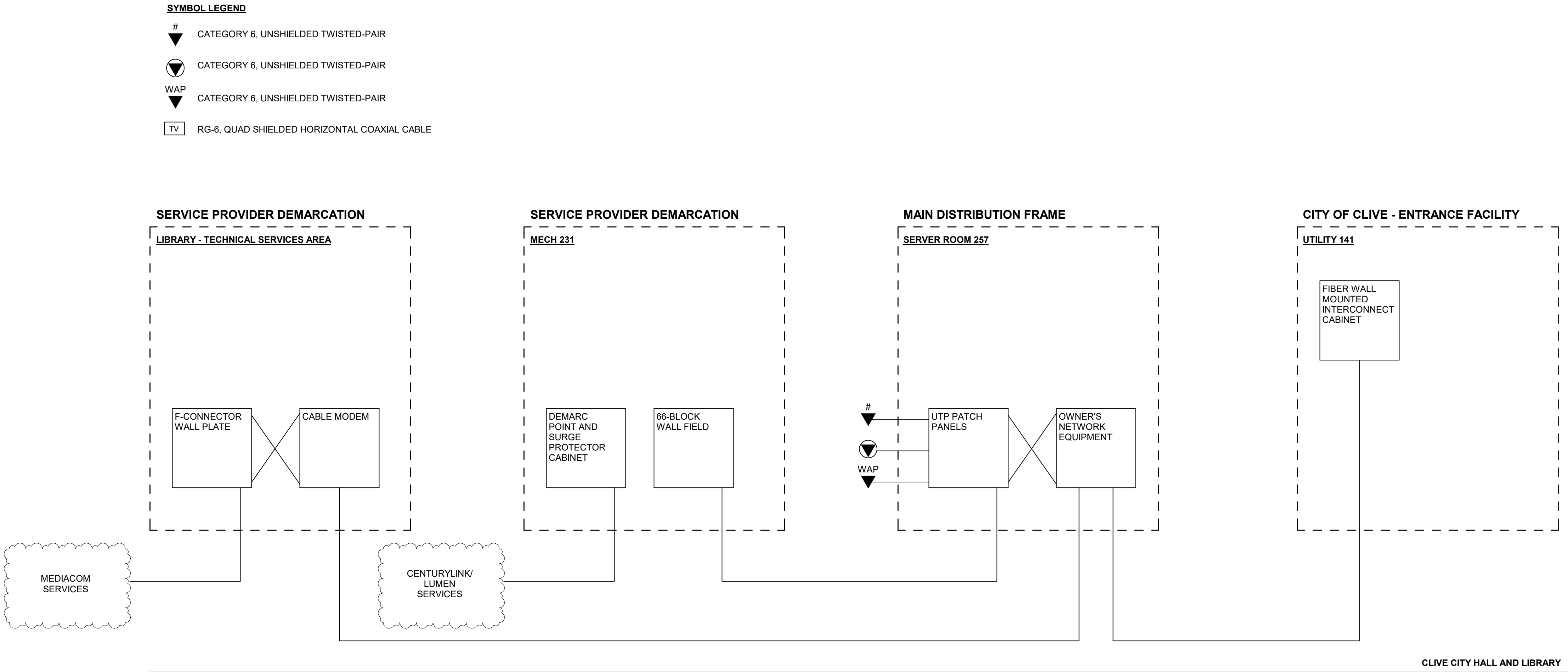
* INDICATES EQUIPMENT REMOVED BY OWNER.
**INDICATES OWNER PROVIDED EQUIPMENT.



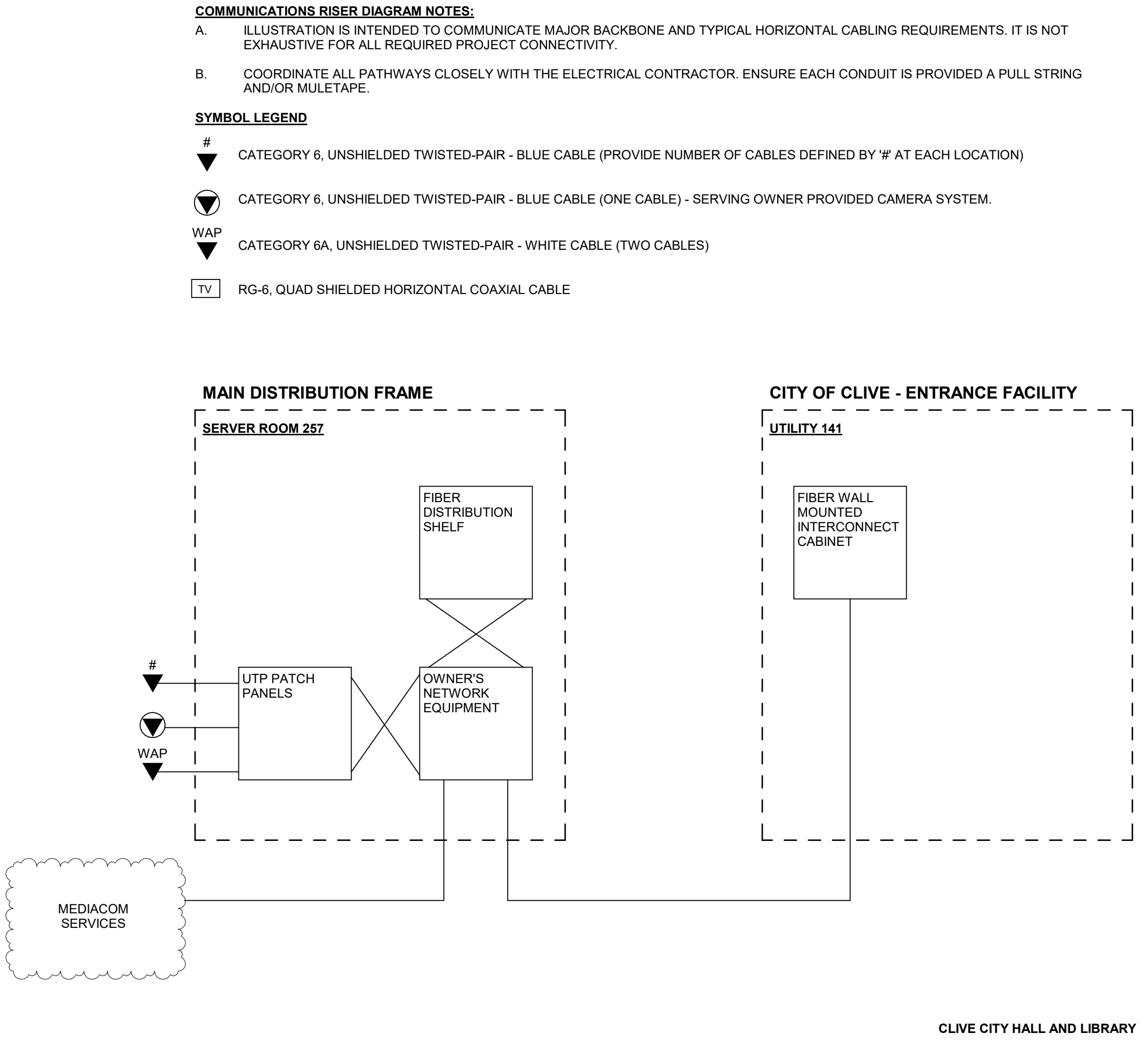
6 NEWLY CONFIGURED - TELECOMMUNICATIONS RACK DIAGRAMS

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1 EXISTING - TELECOMMUNICATIONS RISER DIAGRAM



2 NEW - TELECOMMUNICATIONS RISER DIAGRAM



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: December 12, 2024
RE: Receipt of Bids

SYNOPSIS:

Attached please find the listing of the bids received at the bid letting for the Phase 1 City Hall and Library renovation project on Wednesday, December 4 at 2:00 PM in the Clive Council Chambers. In all, the City received bids from 46 bidders across the seven prime bid packages, with only the Fire Sprinkler package having one bidder and the Plumbing package having 13 different bidders.

Attachments:

1. Phase 1 City Hall - Library Bids 12-4-24

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #1						
General Construction						
Budget: \$1,076,789.99						
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid	Alternate #1 - Motorized Window Roller Shades
G&G Construction					\$967,000.00	\$1,800.00
Ball Team Construction					\$999,000.00	\$1,800.00
Edge Commercial					\$1,260,200.00	\$6,800.00
Keystone Construction					\$879,000.00	\$1,900.00
Concord Construction					\$1,065,000.00	\$2,000.00
Azcon Constructin					\$919,000.00	\$4,743.00
Lansink Construction					\$1,168,500.00	\$2,000.00
Eick and Day Construction					\$969,500.00	\$3,469.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #2					
Aluminum Frames and Glazing					
Budget: \$102,983.65					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Elite Glass & Metal					\$43,795.00
Midamerican Glazing					\$29,100.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #3	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Mechanical					
Budget: \$731,010.75					
Bidder Name					
Baker Mechanical					\$437,448.00
Cunningham Incorporated					\$584,411.00
Modern Companies, Inc.					\$346,400.00
AMC Mechanical Group					\$378,000.00
Proctor Mechanical					\$374,000.00
SME Mechanical					\$515,900.00
Excel Mechanical					\$418,500.00
All Iowa Mechanical					\$364,800.00
Dahl Air Conditioning & Heating					\$290,925.00
AirCon Mechanical					\$515,600.00
Central Iowa Mechanical					\$405,450.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #4					
Plumbing	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	
Budget: \$135,000.00					
Bidder Name					Base Bid
Patriot Plumbing					\$96,590.00
Cunningham Inc.					\$174,956.00
Modern Companies					\$145,589.00
Baker Mechanical					\$166,585.00
Proctor Mechanical					\$129,000.00
SME Mechanical					\$172,900.00
Excel Mechanical					\$206,900.00
AMC Mech. Group					\$158,000.00
AJ Allen					\$141,331.00
All Iowa Mechanical					\$118,200.00
AirCon Mechanical					\$164,500.00
LA Fulton & Sons					\$88,800.00
Central Iowa Mechanical					\$135,699.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #5	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid	Alternate #1 - Motorized Roller Window Shades
Electrical and Low Voltage						
Budget: \$680,117.54						
Bidder Name						
Par Industries					\$656,000.00	\$1,700.00
Devries Electric					\$612,400.00	\$1,000.00
Van Maanen Electric					\$702,795.00	\$2,500.00
Waldinger Electric					\$696,103.00	\$3,095.00
AirCon Electric					\$968,000.00	\$4,500.00
Tjaden Electric					\$915,300.00	\$2,620.00
Price Electric					\$799,300.00	\$2,460.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #6	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Fire Sprinkler					
Budget: \$33,235.00					
Bidder Name					
Elite Fire Sprinkler Systems					\$31,390.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #7					
Asbestos Remediation and Demolition					
Budget: \$92,604.04					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Keystone Construction					\$78,000.00
Azcon Construction					\$96,000.00
Earth Services and Abatement					\$85,000.00
Mid Iowa Environmental					\$51,900.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

Clive City Hall & Library Renovation

Bid Package	Contractor	CD Estimate	Base Day	DELTA
BP #1 - General Construction	Keystone Construction	\$1,076,790	\$879,000	\$197,790
BP #2 - Aluminum Frames and Glazing	Midamerican Glazing	\$102,984	\$29,100	\$73,884
BP #3 - Mechanical	Dahl Heating & Air Conditioning	\$731,011	\$290,925	\$440,086
BP #4 - Plumbing	LA Fulton & Sons	\$135,000	\$88,800	\$46,200
BP #5 - Electrical	Devries Electric	\$680,118	\$612,400	\$67,718
BP #6 - Fire Sprinklers	Elite Fire Sprinkler Systems	\$33,235	\$31,390	\$1,845
BP #7 - Asbestos Remediation and Demolition	Mid Iowa Enviromental	\$92,604	\$51,900	\$40,704
Total Budget vs. Bids:		\$2,851,740.97	\$1,983,515.00	\$868,225.97

Base Bid	Alternate #1 - Motorized Window Roller Shades				Base bid and alternates
\$2,851,741	\$0	\$0	\$0		\$2,851,741
\$1,983,515	\$2,900	\$0	\$0		\$1,986,415
				Delta	\$865,326

CD Estimated value
Bid day



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: December 12, 2024

RE: Resolution Awarding Contracts for Prime Construction Packages - \$1,983,415

SYNOPSIS:

Following the construction bids received for this project on December 4, the City's construction manager, DCI Group has met with all contractors and feels confident that the bids were complete and reasonable – except Bid Package #2 Aluminum Frames & Glazing. More below on Bid Package #2. Attached is the updated bid tab form based on the above information and contracts for 6 of the 7 bid packages. Council will note a wide variance between DCI's estimate on the mechanical bid package (#3) and all the bids received well below the estimate. DCI believes the error was on their part from an estimating standpoint and the low bidder, Dahl is intending to complete the work for their bid price. DCI representatives will be present during the public hearing on December 12 to explain this variance in more detail.

General Bid Updates:

- Bid Package #7 low bidder Mid-Iowa Environmental has withdrawn their bid due to misunderstanding of the bid package. See attached email confirmation. Bid Package #7, the next lowest bidder was Keystone Construction. DCI has reviewed scope with Keystone and recommends proceeding with Keystone.
- Please note that the Keystone contract has both Bid Package #1 General and Bid Package #7 Demo & Asbestos included.
- Alternate for motorized roller shades has been accepted and the price is reflected in contracts for Keystone and DeVries Electric.
- There was very high interest in this project due to current market conditions from all contractors. Multiple contractors noted aggressive bid prices to win the job. All contractors have labor ready and are able to start work immediately. No schedule concerns related to the start date or material procurement at this time.

Bid Package #2 Aluminum Frames & Glazing:

- The low bidder was Mid-American Glazing Systems. After a conversation with their team on Friday, DCI identified multiple red flags with their bid. Most notably, they did not include the film for Conference Room LG Meeting Room 202. They believed the language was this scope was to be provided by the owner. DCI & OPN have both agreed the intent was design is to be determined by the owner but material and installation is contractor's responsibility. *The contractor is evaluating the cost of this missed scope and will let us know if they intend to keep their bid or withdraw.* The contractor also pointed out multiple issues with bid package & plans. Primarily stating that using the term storefront is incorrect vs what the plans actually specify. We do not anticipate this causing any contract change, but it was noted by the contractor. DCI is confident they have accurately priced these areas identified. They also noted an error in the

door schedule from Addendum #1– they did not carry door lites for rooms 255, 256, or 258 because of this. This will likely be an item we will need to adjust for and DCI would expect to see future costs.

- Next steps:

- We are waiting to hear if they plan to honor their bid or if it will be withdrawn due to the film's scope. The bid from Mid-American Glazing was \$29,100.
- Our schedule does not show any work for this bid package until March 7th so it would not impact the critical path if the contract was not executed at the same time as the others.
- DCI has communicated to the next lowest bidder (Elite Glass) that there is a possibility the low bid will be withdrawn. The bid from Elite Glass was \$43,795. We have confirmed that Elite Glass does have film included in their bid. It is our opinion their bid is complete & reasonable and would recommend approving if Mid-American Glazing was withdrawn or determined incomplete.
- Therefore, at this time DCI and staff are requesting to move forward with awarding 6 of the 7 contracts and waiting until January on Bid Package #2 pending the work with Mid-American Glazing Systems.

Attachments:

1. Res Award Contracts for CH-Lib Phase 1 Project 12-12-24
2. Clive City Hall - Keystone BP #1 and 7 DRAFT
3. Mid-Iowa Environ Email Pulling Bid
4. Clive City Hall - Dahl AC BP #3 DRAFT
5. Clive City Hall - LA Fulton BP #4 DRAFT
6. Clive City Hall - DeVries BP #5 DRAFT
7. Clive City Hall - Elite Fire Sprinkler BP #6 DRAFT
8. Updated Bid Tab - Clive City Hall and Library Project Phase1

RESOLUTION NO. _____

RESOLUTION AWARDDING CONTRACTS FOR PRIME CONSTRUCTION PACKAGES
FOR CLIVE CITY HALL AND LIBRARY RENOVATION PHASE 1 PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Clive City Hall & Library Renovation Phase 1 Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

WHEREAS, the Notice to Bidders for the taking of bids for the Project has been published, the bids have been received and opened at a public meeting, and the results of such bids have been considered at a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the bids described on Exhibit A, for the various packages of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bids received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 12th day of December, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Exhibit A

*Lowest Responsible Bidders - Clive City Hall & Library Renovation Phase 1 Construction
Packages (No Bid Package #2 at this time as waiting for bid confirmation)*

Bid Package #1 – General Construction

Keystone Construction \$880,900 (including \$1,900 alternate)

Bid Package #3 – Mechanical

Dahl Heating & Air Conditioning \$290,925

Bid Package #4 – Plumbing

LA Fulton & Sons \$88,800

Bid Package #5 – Electrical and Low Voltage

DeVries Electric \$613,400 (including \$1,000 alternate)

Bid Package #6 – Fire Sprinkler

Elite Fire Sprinkler \$31,390

Bid Package #7 – Asbestos Remediation and Demolition

Keystone Construction \$78,000

Total for all Packages \$1,983,415



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 6th day of December in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

and the Contractor:
(Name, legal status, address, and other information)

Keystone Construction Services, LLC
1650 NW Gettysburg Ln, Waukee IA 50263

for the following Project:
(Name, location, and detailed description)

Clive City Hall & Library Renovation

The Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

The Architect:
(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS (Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. ____ 1 & 7 ____

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraphs deleted)

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 07-30-2025.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved within _____ (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

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to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: 7-30-2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Nine hundred and fifty-eight thousand and nine hundred dollars (\$ 958,900), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Motorized Roller Shades	1,900

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
EIFS Repair	Price in Dollars per linear feet	80
Additional Mastic abatement	Price in Dollars per square feet	5

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

.

☒ [X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at

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User Notes:

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law or in equity, including appeals.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
Clive City Hall & Library Renovation 11/7/24

Number	Title	Date
--------	-------	------

- .6 Specifications
Clive City Hall & Library Project Manual 11/8/24

Section	Title	Date	Pages
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- .7 Addenda, if any:

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User Notes:

(911898419)

Number	Date	Pages
Addendum #1	11-15-24	59
Addendum #2	11-27-24	200

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Justin Menke, President

(Printed name and title)

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Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:25:35 CT on 12/09/2024.

PAGE 1

AGREEMENT made as of the 6th day of December in the year 2024

...

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

...

Keystone Construction Services, LLC
1650 NW Gettysburg Ln, Waukee IA 50263

...

Clive City Hall & Library Renovation

...

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

...

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 1 & 7

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

...

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

07-30-2025.

...

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

PAGE 3

☒ By the following date: 7-30-2025

...

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section ~~4.5.4.3~~.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ ~~—~~ a Stipulated Sum, in accordance with Section 4.2 below

☐ ~~—~~ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ ~~—~~ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be Nine hundred and fifty-eight thousand and nine hundred dollars (\$ 958,900), subject to additions and deductions as provided in the Contract Documents.

...

<u>Motorized Roller Shades</u>	<u>1,900</u>
--------------------------------	--------------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
------------	------------	------------

...

<u>N/A</u>	<u>N/A</u>
------------	------------

PAGE 4

<u>EIFS Repair</u>	<u>Price in Dollars per linear feet</u>	<u>80</u>
<u>Additional Mastic abatement</u>	<u>Price in Dollars per square feet</u>	<u>5</u>

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.		

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (____%) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.4.7 Guaranteed Maximum Price § 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed (\$ _____), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.		

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. <i>(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)</i>	

Item	Price	Conditions for Acceptance
§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price: <i>(Identify each allowance.)</i>		

Item	Price
§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based: <i>(Identify each assumption.)</i>	

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 4.4.9~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

~~§ 4.5~~ Liquidated damages, if any:

~~(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)~~

~~§ 4.6~~ Other:

~~(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

~~§ 5.1.2~~ The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

~~month.~~

~~§ 5.1.3~~ Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the amount certified by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment.

...

~~§ 5.1.4.1~~ Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

PAGE 5

.5 Retainage withheld pursuant to Section ~~5-1-7.5.1.5.~~

~~§ 5.1.4.6~~ Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1—The aggregate of any amounts previously paid by the Owner;
- .2—The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3—Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4—For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019;
- .5—The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6—Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor’s Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232–2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

~~—%~~ a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

otherwise mutually agreed upon by the parties.

...

For ~~any~~ Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

☐ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

☐ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

PAGE 6

~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~ The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~ The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1 Termination

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- .1** Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2** Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3** Subtract the aggregate of previous payments made by the Owner; and
- .4** Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions: Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnatee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnatee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 ~~AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit~~Not Used

...

.4 ~~Building Information Modeling Exhibit, if completed:~~Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.

...

Clive City Hall & Library Renovation 11/7/24

...

Clive City Hall & Library Project Manual 11/8/24

PAGE 8

<u>Addendum #1</u>	<u>11-15-24</u>	<u>59</u>
<u>Addendum #2</u>	<u>11-27-24</u>	<u>200</u>

...

N/A

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Document	Title	Date	Pages
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...

OWNER

CONTRACTOR

...

OWNER-CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

Justin Menke, President

...

01858234-1\99520-374

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:25:35 CT on 12/09/2024 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

[External] RE: Clive City Hall Renovation - Bid Package #7 Demo & Asbestos Remediation

From Randy <Randy@mid-iowaenvironmental.com>

Date Thu 12/5/2024 1:49 PM

To Drew Johnson <drewj@dcigroup-us.com>

Drew, Do to a misunderstanding on the Scope of work, Mid-Iowa Environmental will need to pull its bid for this project.

Thank you,

Randy Leopold
Mid-Iowa Environmental

From: Drew Johnson <drewj@dcigroup-us.com>

Sent: Thursday, December 5, 2024 1:26 PM

To: Randy <Randy@mid-iowaenvironmental.com>

Cc: Michael Steen <michaels@dcigroup-us.com>; Josip Juric <josipj@dcigroup-us.com>

Subject: Clive City Hall Renovation - Bid Package #7 Demo & Asbestos Remediation

Randy,

Thanks for taking our call on the City Hall bid. Please confirm by responding to this email that you will be withdrawing your bid from Bid Package #7. Once we receive confirmation, we will notify the city and send back your bid bond via mail.

Thanks,

Drew Johnson

Project Manager

220 SE 6th Street - Suite 200

Des Moines, IA 50309

C 641-425-6419 | W 515-244-5043





AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 6th day of December in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

and the Contractor:
(Name, legal status, address, and other information)

Dahl Air Conditioning & Heating LLC
2000 Ash St., De Soto IA 50069

for the following Project:
(Name, location, and detailed description)

Clive City Hall & Library Renovation

The Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309
The Architect:

(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS (Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. 3

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraphs deleted)

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 07-30-2025 .
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

Init.

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

Init.

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§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

.

☒ [X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
Clive City Hall & Library Renovation 11/7/24

Number	Title	Date
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- .6 Specifications
Clive City Hall & Library Project Manual 11/8/24

Section	Title	Date	Pages
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- .7 Addenda, if any:

Init.

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User Notes:

(1328229226)

Number	Date	Pages
Addendum #1	11-15-24	59
Addendum #2	11-27-24	200

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Rusty Rohe

(Printed name and title)

01858234-1\99520-374

Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:23:42 CT on 12/09/2024.

PAGE 1

AGREEMENT made as of the 6th day of December in the year 2024

...

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

...

Dahl Air Conditioning & Heating LLC
2000 Ash St., De Soto IA 50069

...

Clive City Hall & Library Renovation

...

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

...

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 3

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

...

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: 07-30-2025.

...

Final Completion of the entire Work shall be achieved within 60 days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

PAGE 3

☒ By the following date: 7-30-2025

...

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.4.3.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ ~~a~~ Stipulated Sum, in accordance with Section 4.2 below

☐ ~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~

☐ ~~Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be Two hundred and ninety thousand and nine hundred twenty-five dollars (\$ 290,925), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The Contract Sum is guaranteed by the Contractor not to exceed —(\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

~~§ 4.4.7.2.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3~~ Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

~~§ 4.4.7.4~~ Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 4.4.9~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

~~§ 4.5~~ Liquidated damages, if any:

~~(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)~~

~~§ 4.6~~ Other:

~~(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

~~§ 5.1.2~~ The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

~~§ 5.1.3~~ Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified by the 25th of the month, the Owner shall pay the certified amount~~ to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days~~ after the Construction Manager receives the Application for Payment.

...

~~§ 5.1.4.1~~ Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

PAGE 5

~~.5~~ Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

~~§ 5.1.4.6~~ Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

~~§ 5.1.5.1~~ With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or

exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 — the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%— a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

otherwise mutually agreed upon by the parties.

...

For any Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

~~[]~~ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

~~[]~~ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

PAGE 6

~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1 Termination

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

§ 7.2.1.2 Termination by the Owner for Cause

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

- .2—Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3—Subtract the aggregate of previous payments made by the Owner; and
- .4—Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

~~§ 8.8 Other provisions:~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

~~§ 8.9 Other provisions:~~

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit Not Used

...

.4 ~~Building Information Modeling Exhibit, if completed:~~ Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.

...

Clive City Hall & Library Renovation 11/7/24

...

Clive City Hall & Library Project Manual 11/8/24

PAGE 8

<u>Addendum #1</u>	<u>11-15-24</u>	<u>59</u>
<u>Addendum #2</u>	<u>11-27-24</u>	<u>200</u>

...

N/A

...

Document	Title	Date	Pages
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...

OWNER

CONTRACTOR

...

OWNER-CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

Rusty Rohe

...

01858234-1\99520-374

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:23:42 CT on 12/09/2024 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 6th day of December in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

and the Contractor:
(Name, legal status, address, and other information)

L.A. Fulton & Sons, Inc.
3401 104th St., Des Moines IA 50322

for the following Project:
(Name, location, and detailed description)

Clive City Hall & Library Renovation

The Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

The Architect:
(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS (Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. 4

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraphs deleted)

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 07-30-2025.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

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to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: 7-30-2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Eighty-eight thousand eight hundred dollars (\$ 88,800), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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User Notes:

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§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

.

☒ [X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
Clive City Hall & Library Renovation 11/7/24

Number	Title	Date
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- .6 Specifications
Clive City Hall & Library Project Manual 11/8/24

Section	Title	Date	Pages
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- .7 Addenda, if any:

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User Notes:

(1113809715)

Number	Date	Pages
Addendum #1	11-15-24	59
Addendum #2	11-27-24	200

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		
☐ Supplementary and other Conditions of the Contract:		

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Wesley Fulton, President
(Printed name and title)

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Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:18:18 CT on 12/09/2024.

PAGE 1

AGREEMENT made as of the 6th day of December in the year 2024

...

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

...

L.A. Fulton & Sons, Inc.
3401 104th St., Des Moines IA 50322

...

Clive City Hall & Library Renovation

...

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

...

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 4

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

...

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: 07-30-2025.

...

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

PAGE 3

☒	By the following date: <u>7-30-2025</u>
-------------------------------------	---

...

Portion of Work	Date to be substantially complete
------------------------	--

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4-5.4.3.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ ~~a~~ Stipulated Sum, in accordance with Section 4.2 below

☐ ~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~

☐ ~~Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be Eighty-eight thousand eight hundred dollars (\$ 88,800), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The Contract Sum is guaranteed by the Contractor not to exceed —(\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

~~§ 4.4.7.2.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3~~ Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

~~§ 4.4.7.4~~ Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 4.4.9~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

~~§ 4.5~~ Liquidated damages, if any:

~~(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)~~

~~§ 4.6~~ Other:

~~(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

~~§ 5.1.2~~ The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

~~§ 5.1.3~~ Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified by the 25th of the month, the Owner shall pay the certified amount~~ to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days~~ after the Construction Manager receives the Application for Payment.

...

~~§ 5.1.4.1~~ Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

PAGE 5

~~.5~~ Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

~~§ 5.1.4.6~~ Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

~~§ 5.1.5.1~~ With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or

exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 — the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%— a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

otherwise mutually agreed upon by the parties.

...

For any Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

☐ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

☐ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

PAGE 6

~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1 Termination

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

§ 7.2.1.2 Termination by the Owner for Cause

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

- .2—Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3—Subtract the aggregate of previous payments made by the Owner; and
- .4—Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

~~§ 8.8 Other provisions:~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

~~§ 8.9 Other provisions:~~

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnatee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnatee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee's rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit Not Used

...

.4 ~~Building Information Modeling Exhibit, if completed:~~ Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.

...

Clive City Hall & Library Renovation 11/7/24

...

Clive City Hall & Library Project Manual 11/8/24

PAGE 8

<u>Addendum #1</u>	<u>11-15-24</u>	<u>59</u>
<u>Addendum #2</u>	<u>11-27-24</u>	<u>200</u>

...

N/A

...

Document	Title	Date	Pages
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...

OWNER

CONTRACTOR

...

OWNER-CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

Wesley Fulton, President

...

01858234-1\99520-374

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:18:18 CT on 12/09/2024 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 6th day of December in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

and the Contractor:
(Name, legal status, address, and other information)

DeVries Electric, Inc.
One Progressive Drive, Pella 50219

for the following Project:
(Name, location, and detailed description)

Clive City Hall & Library Renovation

The Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

The Architect:
(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1769305682)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS (Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. 5

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraphs deleted)

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 07-30-2025.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved within (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

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/

to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: 7-30-2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Six hundred thirteen thousand four hundred dollars (\$ 613,400), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Motorized Roller shades	\$1,000

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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User Notes:

(1769305682)

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

.

☒ [X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
Clive City Hall & Library Renovation 11/7/24

Number	Title	Date
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- .6 Specifications
Clive City Hall & Library Project Manual 11/8/24

Section	Title	Date	Pages
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- .7 Addenda, if any:

Init.

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User Notes:

(1769305682)

Number	Date	Pages
Addendum #1	11-15-24	59
Addendum #2	11-27-24	200

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		

- ☐ Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Larry DeVries, President
(Printed name and title)

01858234-1\99520-374

Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:19:47 CT on 12/09/2024.

PAGE 1

AGREEMENT made as of the 6th day of December in the year 2024

...

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

...

DeVries Electric, Inc.
One Progressive Drive, Pella 50219

...

Clive City Hall & Library Renovation

...

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

...

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 5

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

...

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: 07-30-2025.

...

Final Completion of the entire Work shall be achieved within 60 days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

PAGE 3

☒ By the following date: 7-30-2025

...

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.4.3.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ ~~_____~~ a Stipulated Sum, in accordance with Section 4.2 below

☐ ~~_____~~ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ ~~_____~~ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be Six hundred thirteen thousand four hundred dollars (\$ 613,400 .), subject to additions and deductions as provided in the Contract Documents.

...

Motorized Roller shades

\$1,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed _____ percent (_____ %) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:~~

~~(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed — percent (—%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The Contract Sum is guaranteed by the Contractor not to exceed — (\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

~~§ 4.4.7.2.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3~~ Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

~~§ 4.4.7.4~~ Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified by the 25th of the month, the Owner shall pay the~~ certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days~~ after the Construction Manager receives the Application for Payment.

...

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

PAGE 5

.5 Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or

invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 — the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%— a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

otherwise mutually agreed upon by the parties.

...

For any Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

~~[]~~ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

~~[]~~ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

PAGE 6

~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1 Termination

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

§ 7.2.1.2 Termination by the Owner for Cause

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

- .2—Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3—Subtract the aggregate of previous payments made by the Owner; and
- .4—Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

~~§ 8.8 Other provisions:~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit Not Used

...

~~.4 Building Information Modeling Exhibit, if completed: Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.~~

...

Clive City Hall & Library Renovation 11/7/24

...

Clive City Hall & Library Project Manual 11/8/24

PAGE 8

Addendum #1

11-15-24

59

Addendum #2

11-27-24

200

...

N/A

...

Document

Title

Date

Pages

...

OWNER

CONTRACTOR

...

OWNER-CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

Larry DeVries, President

...

01858234-1\99520-374

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:19:47 CT on 12/09/2024 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 6th day of December in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

and the Contractor:
(Name, legal status, address, and other information)

Elite Fire Sprinkler Systems
5104 Park Ave, Des Moines IA 50321

for the following Project:
(Name, location, and detailed description)

Clive City Hall & Library Renovation

The Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

The Architect:
(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS (Paragraphs deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. ____ 6 ____

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall
(Paragraphs deleted)

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 07-30-2025.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved within _____ (60) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

Init.

/

to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: 7-30-2025

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Thirty-one thousand and three hundred ninety dollars (\$ 31,390), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

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(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25th of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5 Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

(Paragraphs deleted)

§ 5.2 Final Payment

(Paragraphs deleted)

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

(Paragraphs deleted)

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

(Paragraphs deleted)

otherwise mutually agreed upon by the parties.

§ 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

.

☒ [X] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Intentionally left blank.

§ 8.7 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings
Clive City Hall & Library Renovation 11/7/24

Number	Title	Date
--------	-------	------

- .6 Specifications
Clive City Hall & Library Project Manual 11/8/24

Section	Title	Date	Pages
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- .7 Addenda, if any:

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Number	Date	Pages
Addendum #1	11-15-24	59
Addendum #2	11-27-24	200

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
N/A		
☐ Supplementary and other Conditions of the Contract:		

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

CITY OF CLIVE *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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Additions and Deletions Report for

AIA® Document A132® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:20:45 CT on 12/09/2024.

PAGE 1

AGREEMENT made as of the 6th day of December in the year 2024

...

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

...

Elite Fire Sprinkler Systems
5104 Park Ave, Des Moines IA 50321

...

Clive City Hall & Library Renovation

...

DCI Group
220 SE 6th Street
Suite 200
Des Moines, Iowa 50309

...

OPN Architects
100 Court Avenue
Suite 100
Des Moines, IA 50309

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A – INSURANCE AND BONDS

EXHIBIT B – DETERMINATION OF THE COST OF THE WORK

...

Bid Package No. 6

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **December 19th, 2024**

...

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: 07-30-2025.

...

Final Completion of the entire Work shall be achieved within 60 days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
PAGE 3	

☒ By the following date: 7-30-2025

...

Portion of Work	Date to be substantially complete

...

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.4.3.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ ~~_____~~ a Stipulated Sum, in accordance with Section 4.2 below

☐ ~~_____~~ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ ~~_____~~ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be Thirty-one thousand and three hundred ninety dollars (\$ 31,390), subject to additions and deductions as provided in the Contract Documents.

...

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

N/A

N/A

N/A

...

N/A

N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~

~~§ 4.3.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.3.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.3.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.3.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.3.5~~ Rental rates for Contractor-owned equipment shall not exceed ~~_____~~ percent (~~_____~~%) of the standard rental rate paid at the place of the Project.

~~§ 4.3.6~~ Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

~~§ 4.4.3~~ The method of adjustment of the Contractor's Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

~~§ 4.4.7 Guaranteed Maximum Price~~

~~§ 4.4.7.1~~ The Contract Sum is guaranteed by the Contractor not to exceed —(\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

~~§ 4.4.7.2 Alternates~~

~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

~~§ 4.4.7.2.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ 4.4.7.3~~ Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
------	-------

~~§ 4.4.7.4~~ Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

~~§ 4.4.9~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

~~§ 4.5~~ Liquidated damages, if any:

~~(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)~~

~~§ 4.6~~ Other:

~~(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

~~§ 5.1.2~~ The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

~~§ 5.1.3~~ Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified by the 25th of the month, the Owner shall pay the certified amount~~ to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days~~ after the Construction Manager receives the Application for Payment.

...

~~§ 5.1.4.1~~ Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

PAGE 5

.5 Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

~~§ 5.1.4.6~~ Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~Retainage

The Owner shall withhold up to five percent (5%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

~~§ 5.1.5.1~~ With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or

exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~

~~§ 5.2.1.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and~~
- ~~.2 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.~~

~~§ 5.2.1.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 5.2.2.1~~ Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;~~
- ~~.2 — the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and~~
- ~~.3 — a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.~~

~~§ 5.2.2.2~~ The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 — the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%— a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

otherwise mutually agreed upon by the parties.

...

For any Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

~~[]~~ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

~~[]~~ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

PAGE 6

~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1 Termination

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

§ 7.2.1.2 Termination by the Owner for Cause

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

- .2—Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3—Subtract the aggregate of previous payments made by the Owner; and
- .4—Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Intentionally left blank.

...

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

~~§ 8.8 Other provisions:~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

PAGE 7

.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds Exhibit Not Used

...

4 Building Information Modeling Exhibit, if completed: Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.

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Clive City Hall & Library Renovation 11/7/24

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Clive City Hall & Library Project Manual 11/8/24

PAGE 8

<u>Addendum #1</u>	<u>11-15-24</u>	<u>59</u>
<u>Addendum #2</u>	<u>11-27-24</u>	<u>200</u>

...

N/A

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Document	Title	Date	Pages
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...

OWNER

CONTRACTOR

...

OWNER-CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

...

01858234-1\99520-374

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:20:45 CT on 12/09/2024 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #1						
General Construction						
Budget: \$1,076,789.99						
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid	Alternate #1 - Motorized Window Roller Shades
GTG Construction	x	x	x	x	\$967,000.00	\$1,800.00
Ball Team Construction	x	x	x	x	\$999,000.00	\$1,800.00
Edge Commercial	x	x	x	x	\$1,260,200.00	\$6,800.00
Keystone Construction	x	x	x	x	\$879,000.00	\$1,900.00
Concord Construction	x	x	x	x	\$1,065,000.00	\$2,000.00
Azcon Constructin	x	x	x	x	\$919,000.00	\$4,743.00
Lansink Construction	x	x	x	x	\$1,168,500.00	\$2,000.00
Eick and Day Construction	x	x	x	x	\$969,500.00	\$3,469.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #2					
Aluminum Frames and Glazing					
Budget: \$102,983.65					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Elite Glass & Metal	x	x	x	x	\$43,795.00
Midamerican Glazing	x	x	x	x	\$29,100.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #3	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Mechanical					
Budget: \$731,010.75					
Bidder Name					
Baker Mechanical	x	x	x	x	\$437,448.00
Cunningham Incorporated	x	x	x	x	\$584,411.00
Modern Companies, Inc.	x	x	x	x	\$346,400.00
AMC Mechanical Group	x	x	x	x	\$378,000.00
Proctor Mechanical	x	x	x	x	\$374,000.00
SME Mechanical	x		x	x	\$515,900.00
Excel Mechanical	x	x	x	x	\$418,500.00
All Iowa Mechanical	x		x	x	\$364,800.00
Dahl Air Conditioning & Heating	x	x	x	x	\$290,925.00
AirCon Mechanical	x	x	x	x	\$515,600.00
Central Iowa Mechanical	x	x	x	x	\$405,450.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #4					
Plumbing	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	
Budget: \$135,000.00					
Bidder Name					Base Bid
Patriot Plumbing	x	x	x	x	\$96,590.00
Cunningham Inc.	x	x	x	x	\$174,956.00
Modern Companies	x	x	x	x	\$145,589.00
Baker Mechanical	x	x	x	x	\$166,585.00
Proctor Mechanical	x	x	x	x	\$129,000.00
SME Mechanical	x		x	x	\$172,900.00
Excel Mechanical	x	x	x	x	\$206,900.00
AMC Mech. Group	x	x	x	x	\$158,000.00
AJ Allen	x		x	x	\$141,331.00
All Iowa Mechanical	x		x	x	\$118,200.00
AirCon Mechanical	x	x	x	x	\$164,500.00
LA Fulton & Sons	x	x	x	x	\$88,800.00
Central Iowa Mechanical	x	x	x	x	\$135,699.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #5	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid	Alternate #1 - Motorized Roller Window Shades
Electrical and Low Voltage						
Budget: \$680,117.54						
Bidder Name						
Par Industries	X	X	X	X	\$656,000.00	\$1,700.00
Devries Electric	X	X	X	X	\$612,400.00	\$1,000.00
Van Maanen Electric	X	X	X	X	\$702,795.00	\$2,500.00
Waldinger Electric	X	X	X	X	\$696,103.00	\$3,095.00
AirCon Electric	X	X	X	X	\$968,000.00	\$4,500.00
Tjaden Electric	X	X	X	X	\$915,300.00	\$2,620.00
Price Electric	X	X	X	X	\$799,300.00	\$2,460.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #6	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Fire Sprinkler					
Budget: \$33,235.00					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Elite Fire Sprinkler Systems	X	X	X		\$31,390.00

CM: DCI Group	Bid Tabulation	Bid Date: 12/4/2024
Owner: City Of Clive	Clive City Hall & Library Renovation	Bid Time: 2:00 PM
Architect: OPN Architects	Project Number: 24.811	Recorder: JJ

BID PACKAGE #7					
Asbestos Remediation and Demolition					
Budget: \$92,604.04					
Bidder Name	10% Bid Security	Bidder Status Form	Addendum #1	Addendum #2	Base Bid
Keystone Construction	X	X	X	X	\$78,000.00
Azcon Construction	X	X	X	X	\$96,000.00
Earth Services and Abatement			X	X	\$85,000.00
Mid Iowa Environmental - ONLY BID ASBESTOS SO WITHDREW BID	X	X	X	X	\$51,900.00

CM: DCI Group		Bid Tabulation			Bid Date: 12/4/2024
Owner: City Of Clive		Clive City Hall & Library Renovation			Bid Time: 2:00 PM
Architect: OPN Architects		Project Number: 24.811			Recorder: JJ
Clive City Hall & Library Renovation					
Bid Package	Contractor	CD Estimate	Base Day	DELTA	
BP #1 - General Construction	Keystone Construction	\$1,076,790	\$879,000	\$197,790	
BP #2 - Aluminum Frames and Glazing	Midamerican Glazing	\$102,984	\$29,100	\$73,884	
BP #3 - Mechanical	Dahl Heating & Air Conditioning	\$731,011	\$290,925	\$440,086	
BP #4 - Plumbing	LA Fulton & Sons	\$135,000	\$88,800	\$46,200	
BP #5 - Electrical	Devries Electric	\$680,118	\$612,400	\$67,718	
BP #6 - Fire Sprinklers	Elite Fire Sprinkler Systems	\$33,235	\$31,390	\$1,845	
BP #7 - Asbestos Remediation and Demolition	Keystone Construction	\$92,604	\$78,000	\$14,604	
Total Budget vs. Bids:		\$2,851,740.97	\$2,009,615.00	\$842,125.97	
Base Bid	Alternate #1 - Motorized Window Roller Shades				Base bid and alternates
\$2,851,741	\$0	\$0	\$0		\$2,851,741
\$2,009,615	\$2,900	\$0	\$0		\$2,012,515
				Delta	\$839,226



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: December 12, 2024

RE: Resolution Approving Construction Manager as Agent (CMA) Contract - DCI Group - City Hall & Library Renovation Phase 1 Project

SYNOPSIS:

Prior to the start of the City Hall & Library Renovation Project, the City negotiated with DCI Group on providing construction management services for the project as they had already been selected to serve as Construction Manager for the Greenbelt Landing Project across the street from the Clive City Hall & Library. With the close adjacency of the two projects, DCI and City staff identified significant cost savings that could be achieved by sharing CM staff across the two projects, particularly an on-site project superintendent who would oversee both projects. DCI has been providing support to the City and the OPN design team with pre-construction services for this phase 1 project and with the prime construction contracts ready to be approved, it is time to also approve DCI's main construction manager contract based on those construction bids received.

Included in the packet is the final form of the DCI Construction Manager contract. The overall CM fee is 3% and is set as a lump sum based on the prime construction contracts at an amount of \$62,347.10. This is a set fee that will not be adjusted even if change orders increase the contract costs. The general conditions and staffing expenses will be billed throughout the project and are estimated at \$192,026.53 for a total estimated contract cost of \$254,373.63. The general conditions and staff expenses are estimated at this time, while the fee is a set amount that will be locked in. City legal counsel reviewed the form and format of the contract and the City Manager would recommend approval of the attached Construction Manager as Agent contract for DCI Group.

Attachments:

1. Res Approving CMA Contract w DCI Group Phase 1 CH-Lib Proj 12-12-24
2. C132-2019 - Clive and DCI CMA Contract - Phase1 City Hall and Library 12-12-24

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH DCI GROUP, INC. FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE PHASE 1 CLIVE CITY HALL
AND LIBRARY RENOVATION PROJECT

WHEREAS, the City has finalized construction documents for the phase 1 renovation of the City Hall and Library Facility and

WHEREAS, the City issued a request for proposals to seek potential construction management firms to work with to manage the construction of said project; and

WHEREAS, following an evaluation and interview process DCI Group, Inc. was identified as the preferred construction management firm to collaborate with on said project; and

NOW, THEREFORE, be it resolved by the City Council of Clive that the city of Clive, Iowa authorizes a contract with DCI Group, Inc. of Des Moines for Construction Management As Agent (CMA) services for the Phase 1 Clive City Hall and Library Renovation Project and authorizes the Mayor to sign said contract.

PASSED AND APPROVED this 12th day of December, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

DRAFT AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «12th» day of «December» in the year «2024»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Clive
1900 NW 114th Street
Clive, IA 50325

Telephone Number: 515-223-6220

←→←→
←→
←→
←→

and the Construction Manager:
(Name, legal status, address, and other information)

DCI Group
220 SE 6th Street, Suite 200
Des Moines, IA 50309

Telephone Number: 515-244-5043

←→←→
←→
←→
←→

for the following Project:
(Name, location, and detailed description)

City of Clive – City Hall & Library Renovation
1900 NW 114th Street
Clive, Iowa 50325

←→
←→
←→

The Architect:
(Name, legal status, address, and other information)

OPN Architects
100 Court Avenue, Suite 100
Des Moines, IA 50309

←→←→
←→
←→
←→

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Construction Manager agree as follows.

TELARDO

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User Notes:

(1332885864)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« Phase 1 of an interior remodel of an existing split level 26,890 SF City Hall and Library facility. The phase includes renovation of approximately 13,258 SF including new reception areas, offices, workrooms and conference rooms. New finishes, room layout, security measures, and MEPT systems will be included in the scope of this work. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« Phase 1 of City of Clive – City Hall & Library Renovation located at 1900 NW 114th Street, Clive, Iowa 50325. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« Cost of the Work is estimated at \$2,558,274.10 with an estimated construction cost of \$2,078,236.53 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

« Bid Documents by November 08, 2024 »

.2 Construction commencement date:

« December 19, 2024 »

.3 Substantial Completion date or dates:

« August 05, 2024 »

.4 Other milestone dates:

« To be determined and incorporated into the Agreement by reference herein.- »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« Competitively bid multiple prime contracts. »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« N/A »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« N/A »

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Matthew McQuillen
City Manager
City of Clive
1900 NW 114th Street
Clive, IA 50325

«—»
«—»
«—»
«—»

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«—»
«—»

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

«N/A »« »
« »
« »
« »
« »

.2 Geotechnical Engineer:

«N/A »« »
« »
« »
« »
« »

.3 Civil Engineer:

«N/A »« »
« »
« »
« »
« »

.4 Contractors, as defined in Section 1.4:

«TBD »

.5 Separate Contractors, as defined in Section 1.4:

«TBD »

.6 Other, if any:

(List any other consultants retained by the Owner.)

« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Michael Steen
Vice President
DCI Group
220 SE 6th Street, Suite 200
Des Moines, IA 50309

«—»

« »
« »
« »
« »
« »

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Michael Steen – Vice President
Drew Johnson - Project Manager
Seth Riggs - Project Superintendent
Josip Juric - Project Engineer
« »

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

Sidekick Development
Angie Pfannkuch
220 SE 6th St., Suite 330
Des Moines, IA 50309
« »

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

« »

§ 1.1.16 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Construction Manager shall appropriately adjust the Construction Manager's services, and the Owner and Construction Manager shall adjust the schedule for the Construction Manager's services, and the Construction Manager's compensation, as necessary and as mutually agreed upon by the parties. The Owner may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties may, as applicable, agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data. The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or such other mutually agreed upon document, shall be at the using or relying party's sole risk and without liability to the other party and its

~~contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

~~§ 2.2 The Construction Manager, as a representative of the Owner, shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing with experience in projects similar to the Project in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously and economically as is consistent with such skill and care and the orderly progress of the Project. The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.~~

~~§ 2.2.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. The Construction Manager shall exercise skill and care consistent with the expertise, experience and qualifications of construction management professionals necessary for the successful performance of this Project.~~

~~§ 2.2.2 Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that it is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction of this Project.~~

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended. The Construction Manager shall not be responsible for actions taken by the Architect.

~~§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information. The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.~~

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance ~~for the duration until termination of this Agreement, except as noted herein. The Owner may modify the requirements set forth below by requesting quotes from the Construction Manager to provide the additional coverage and issue an amendment for the additional cost, if any, for the Project. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.~~

§ 2.8.1 Commercial General Liability with policy limits of not less than ~~«One Million Dollars » (\$ «1,000,000.00 »)~~ for each occurrence and ~~«Two Million Dollars » (\$ «2,000,000.00 »)~~ in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~«One Million Dollars » (\$ «1,000,000.00 »)~~ per ~~accident-occurrence~~ for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~«One Million Dollars » (\$ «1,000,000.00 »)~~, each accident, ~~« » (\$ « »)~~ each employee, and ~~« » (\$ « »)~~ policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions ~~by the Construction Manager~~ in the performance of professional services with policy limits of not less than ~~«Two Million Dollars » (\$ «2,000,000.00 »)~~ per claim and ~~«Two Million Dollars » (\$ «2,000,000.00 »)~~ in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager, ~~to the extent utilized,~~ shall assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

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§ 2.10 A centralized electronic document management system ~~will may~~ be used on the Project, ~~and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:~~
(List any items that are to be included in the centralized electronic management system.)

« »

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.3.1 The Construction Manager shall also prepare a detailed estimate of construction costs to include all phases and costs associated with the Project. The Construction Budget shall be accompanied by a report to the Owner identifying variances from the Owner's Project Budget. Such report shall be updated on a monthly basis and as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the Construction Budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

§ 3.2.4 The Construction Manager shall prepare and ~~periodically~~ routinely update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities with anticipated construction schedules and highlight critical and long lead-time items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual

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estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest Owner approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings ~~and~~ Specifications, and other Construction Documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager and the Architect shall work together to answer questions from bidders and issue addenda. The Construction Manager shall work with the Owner and its legal counsel, as necessary, to ensure compliance with all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, ~~and~~ prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall ~~assist the Owner in preparing~~ prepare Contracts for Construction to be reviewed and approved by the Owner. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.22.1 The Construction Manager shall receive Certificates of Insurance and Bond Documents from the Contractors and forward them to the Owner with a copy to the Architect.

§ 3.2.23 The Construction Manager shall ~~assist obtain on behalf of~~ the Owner ~~in obtaining~~ building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed, and if and when necessary, even when Work is not being performed, as mutually determined by the Construction Manager and the Owner.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. If necessary, the Construction Manager may stop the Work pending notification to Owner and Architect and decision by Owner as to a course of action, following a recommendation by the Construction Manager. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

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- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions

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and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 The Construction Manager shall review and then submit the Shop Drawings, Project Data, Samples and other submittals to the Architect for approval with copies to the Owner. If the Construction Manager recognizes during its review that portions of the drawings, plans and specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing. By reviewing and submitting shop drawings, product data, samples and other submittals, the Construction Manager thereby represents that it has checked and coordinated each shop drawing, product data, samples and other submittals with the requirements of the Work and of the Construction Documents and have noted concerns or questions, where warranted, to the Owner and Architect. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect. Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

« »

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

« »

§ 3.3.22 ~~Utilizing the documents provided by the~~ The Contractors, and the Construction Manager shall maintain and make available, at the Project site, the Contract Documents, including copies of all Contracts, Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of Iowa Code Chapter 573 claims (the equivalent of lien waivers for public projects in Iowa) ~~liens~~ or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, ~~Architect, and Contractors~~. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility or if subsequently requested and authorized by the Construction Manager, and, in that case, the ~~and the~~ Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner, Through Architect
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Development of a commissioning plan	Not Provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner & Construction Manager
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Construction Manager
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	Not Provided

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§ 4.1.1.10	Furnish land survey	Owner
§ 4.1.1.11	Furnish geotechnical engineering services	Owner
§ 4.1.1.12	Provide insurance advice	Not Provided
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Not Provided
§ 4.1.1.14	Stakeholder relationships management	Not Provided
§ 4.1.1.15	Owner moving coordination	Not Provided
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Not Provided
§ 4.1.1.17	Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

←N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

←N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

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§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « twelve » (« 12 ») months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner, in consultation with the Architect and Construction Manager, shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner, with assistance from the Architect and Construction Manager, shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, required to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, as may be necessary at any time for the Project. Construction Manager shall collect from the Contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. The Construction Manager shall further review and verify entitlement to release of retainage and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573. that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

~~§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

~~§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any,

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and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Each party reserves all rights and defenses under federal and state law for municipalities, including but not limited to Iowa Torts Claims Act.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3

The Construction Manager shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law (each, a "Claim"), arising out of or resulting from or in connection with: (i) the professional services performed by Construction Manager under this Agreement, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement, and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Construction Manager, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Construction Manager of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Construction Manager of its obligations hereunder, except to the extent that the Construction Manager is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Construction Manager to direct the defense and settlement of any such Claim, with counsel of the Construction Manager's choosing, and shall provide the Construction Manager, at the Construction Manager's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Construction Manager shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Construction Manager shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage or One Million Dollars (\$1,000,000), whichever is greater.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction

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Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 ~~To the extent permitted by law, the Owner shall indemnify and hold the Construction Manager and the Construction Manager's officers, directors, and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, its employees and its consultants in the performance of its obligations under this Agreement. The Owner's duty to indemnify the Construction Manager under this provision shall be limited to the available proceeds of insurance coverage. The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them ~~by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding~~ by mediation, which, unless the parties mutually agree otherwise, shall be ~~in accordance with Iowa Code Chapter 679C, as amended administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

~~If the Owner and Construction Manager are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation either party may institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

« »

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted. If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in

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~~the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

«\$0.00 »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.~~

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. ~~If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution.~~ The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Fix Fee of \$32,112 Per Pre-Construction Services Agreement dated 11/01/2023

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

«Construction Fee: \$62,347.10 (Calculated as 3% of the estimated Construction Cost equaling \$2,078,236.53)

In addition to fee, Professional Staff (Cost of Work):

Project Executive - \$150/Hour
Project Manager – \$110/Hour

Project Superintendent - \$115/Hour

Project Engineer - \$85/Hour

Estimated Staff During Construction and Closeout:

Project Executive - \$23,400

Project Manager - \$42,900

Project Engineer - \$66,300

Sidekick Development - \$5,500

Total Estimated Staff During Construction - \$138,100

General Conditions: Reference DCI Group document City of Clive – City Hall & Library Renovation – General Condition Exhibit 24.11.13 for estimate.

Total Estimated General Conditions - \$53,926.53

«—»

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Executive - \$150/Hour

Project Manager - \$110/Hour

Project Superintendent - \$100/Hour

Project Engineer - \$85/Hour

«—»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Services shall be reimbursed on an hourly basis per hourly billing rates listed below:

Project Executive - \$150/Hour

Project Manager - \$110/Hour

Project Superintendent - \$100/Hour

Project Engineer - \$85/Hour

«—»

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus «three» percent («3» %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

«N/A»

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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(1332885864)

« »

Employee or Category

Rate (\$0.00)

~~Project Executive~~

~~\$150/Hour~~

~~Project Manager~~

~~\$110/Hour~~

~~Project Superintendent~~

~~\$100/Hour~~

~~Project Engineer~~

~~\$85/Hour~~

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; N/A~~
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 ~~Company vehicles for project use~~
- .13 ~~Cellular phones for assigned project personnel~~
- .14 ~~Project software utilized for project – Procore, P6, Dronedeploy~~

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§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ~~three~~ percent (~~3~~ %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. *(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

« N/A »

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of ~~zero dollars~~ (\$ ~~0.00~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~forty-five~~ (~~45~~) days after the invoice date shall bear interest at the rate specifically set by rule pursuant to Iowa Code Section 74A.2 or the rate set by Iowa Code Section 573.14 whichever is less entered below;

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User Notes:

(1332885864)

or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« N/A »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 Building Information Modeling Exhibit, if completed:

« N/A »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

« »

[« X »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« City of Clive – City Hall & Library Renovation – General Condition Exhibit 24.11.13 »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

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User Notes: (1332885864)

« Matthew McQuillen » « City Manager »

(Printed name and title)

« Michael Steen » « Vice President »

(Printed name and title)

TEL
AR
D



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: December 12, 2024

RE: Public Hearing - 2024/2025 Sanitary Sewer Lining Program

SYNOPSIS:

Public Hearing for the 2024/25 Sanitary Sewer Lining Program

December 12, 2024 at 6:00 pm in the Clive City Hall Council Chamber

Attachments:

1. 12-12-24 - 2024-2025 Sanitary Sewer Lining Program - Overview Map
2. 12-12-23 - 2024-25 Sanitary Sewer Lining Program - Bid Tab

City of Clive Comprehensive Map View



9/13/2024, 3:25:53 PM

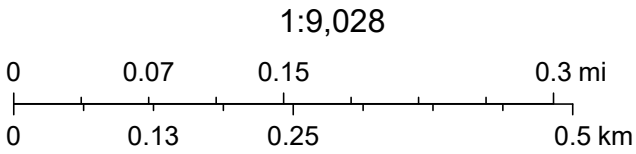
- Sanitary Gravity Mains
- Clive - Active

Private - Abandoned

Private / Other

Clive - Abandoned

Sanitary Manholes



Esri Community Maps Contributors, Des Moines Area Regional GIS, Iowa DNR, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

				Engineer's Estimate		Municipal Pipe Tool Co. LLC		Hydro-Klean		SAK		Visu-Sewer, Inc.		Insituform Technologies USA, LLC	
	Description	Units	Bid Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8" Lining	LF	4,578	\$ 40.00	\$ 183,120.00	\$ 31.25	\$ 143,062.50	\$ 33.40	\$ 152,905.20	\$ 38.00	\$ 173,964.00	\$ 39.00	\$ 178,542.00	\$ 40.85	\$ 187,011.30
2	Service Reinstatement	EA	115	\$ 100.00	\$ 11,500.00	\$ 50.00	\$ 5,750.00	\$ 50.00	\$ 5,750.00	\$ 10.00	\$ 1,150.00	\$ 75.00	\$ 8,625.00	\$ 145.00	\$ 16,675.00
3	Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
	Bid Amount				\$ 198,120.00		\$ 150,312.50		\$ 159,155.20		\$ 177,614.00		\$ 189,167.00		\$ 204,186.30
	Phone No.			515-223-6231		(319) 988-4205		(515) 283-0500		(636) 385-1000		(262) 695-2340		(636) 530-2863	
	Address			City of Clive 2123 NW 111th St Clive, IA 50325-3755		515 5th Street, PO Box 398 Hudson, IA 50643		333 NW 49th Place Des Moines, IA 50313		864 Hoff Road O'Fallon, MO 63366		W230 N4855 Betker Drive Pewaukee, WI 53072		580 Goddard Ave Chesterfield, MO 63005	
	Amount Over Estimate					(\$47,807.50)		(\$38,964.80)		(\$20,506.00)		(\$8,953.00)		\$6,066.30	
	Percent Over Estimate					-24.13%		-19.67%		-10.35%		-4.52%		3.06%	



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: December 12, 2024

RE: Resolution Approving Plans and Specifications

SYNOPSIS:

As part of the annual maintenance program the City of Clive (City) Public Works Department contracts for the lining of sanitary sewer mains. The lining helps reduce the amount of Inflow and Infiltration (I&I) into the City's sewer system and provides structural support to the clay sewer mains which extends the service life of the mains.

The Sanitary Sewer Study recommended the City prioritize the lining of clay sewer mains. Last year the Sanitary Sewer Lining Program included 4,509 lf of sewer mains (3,981 lf of 8" mains and 528 lf of 12" mains). This year's lining program includes 4,578 lf of sewer mains (4,578 lf of 8" mains).

The sanitary sewer mains included in the contract are located in NW 91st Street, NW 92nd Street, and Drake Court. The mains that will be lined are identified on the attached Overview map.

Bids were received on December 5, 2023 and the Public Hearing will be held at 6:00 p.m., at the regular City Council Meeting on December 12, 2024.

The estimated cost for this project is \$198,120.00.

Staff recommends approval of the Plans, Specifications, Form of Contract and Estimate of cost for the 2024/25 Sanitary Sewer Lining Program.

Please feel free to contact me prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:

1. Resolution - 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Approving Plans and Specs
2. 12-12-24 - 2024-2025 Sanitary Sewer Lining Program - Bid Docs - Signed
3. 12-12-24 - 2024-2025 Sanitary Sewer Lining Program - Overview Map

RESOLUTION NO.: _____

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COSTS FOR THE 2024/2025
SANITARY SEWER LINING PROGRAM**

WHEREAS, on the _____ day of _____, 2024, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the 2024/2025 Sanitary Sewer Lining Program (the "Project"); and

WHEREAS, notice of hearing on said plans, specifications, form of contract and estimate of costs was published, and a public hearing has been held thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the said plans, specifications, form of contract and estimate of costs for the Project are hereby approved and adopted.

PASSED AND APPROVED this _____ day of _____, 2024

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

CITY OF CLIVE
2024/2025 SANITARY SEWER LINING PROGRAM
NOVEMBER 1, 2024

Clive

Distinct by Nature



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Jeffrey M. May

11/6/24

SIGNATURE

DATE

Jeffrey M. May

PRINTED OR TYPED NAME

MY REGISTRATION RENEWAL DATE IS DECEMBER 31, 2024

PAGES OR SHEETS COVERED BY THIS SEAL: NTB-1 to NTB-2, ITB-1 to ITB-2, P-1 to P-5, C-1 to C-5, PM-1 to PM-5, NP-1, SP1-1 to SP1-5, SP2-1 to SP2-3, SP3-1, Tabulation, and Location Mapping.

PREPARED BY:

City of Clive, Iowa
Engineering Services Division
2123 NW 111th Street
Clive, IA 50325-3755
(515) 223-6231

**2024/2025 SANITARY SEWER LINING PROGRAM
CITY OF CLIVE, IOWA**

The following documents are a part of this contract. If any part thereof is found to be incomplete or missing, contact the Clive City Clerk immediately. The owner reserves the right to reject any bid based on an incomplete contract document.

Document

Notice to Bidders	NTB-1 to NTB-2
Instructions to Bidders	ITB-1 to ITB-2
Proposal	P-1 to P-5
Contract.....	C-1 to C-5
Performance, Payment and Maintenance Bond.....	PM-1 to PM-5
Notice to Proceed.....	NP-1

Contract Provisions

Part 1 – General Requirements	SP1-1 to SP1-5
Part 2 – Resident Bidder Preference Law.....	SP2-1 to SP2-3
Part 3 – Title VI Assurances.....	SP3-1

Tabulation and Location Maps

Project Specifications:

The Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by subsequent revisions and special provision included in these contract documents shall apply to construction on this project.

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

**CITY OF CLIVE
2024/2025 SANITARY SEWER LINING PROGRAM**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 p.m. on December 3, 2024 in the office of the City Clerk, Clive City Hall, 1900 NW 114th Street, Clive, Iowa 50325-7077.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:00 p.m. on December 3, 2024, in the Council Chambers of the Clive City Hall, 1900 NW 114th Street, for consideration by the Clive City Council at its meeting on December 12, 2024. The City of Clive reserves the right to reject any and all bids. Anyone wishing to attend the bid opening must comply with the City's mask requirements at the time and comply with social distancing practices.

Time for Commencement and Completion of Work. Work on the improvements shall commence upon receipt of the written Notice to Proceed and shall be substantially completed by April 4, 2025. One Hundred Dollars (\$100.00) will be assessed for each calendar day that the work remains incomplete thereafter.

Bid Security. No bid security is required. Performance, payment and maintenance bonds are required.

Contract Documents. Copies of the contract documents are available from the Public Works Department and may be examined at the Public Works Facility, 2123 NW 111th Street, Clive, Iowa. Copies shall be available at no cost. Project documents will be on file for inspection at the following offices after issuance date:

Construction Update Plan Room Network
Des Moines Office
221 Park Street
Des Moines, IA 50303
(515) 288-8904 or 1-800-362-2578

Dodge Data & Analytics
3315 Central Avenue
Hot Springs, AK 71913
1-800-328-4542 Ext. 3628

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the Clive City Council on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvements, as bid by the selected bidder, at its meeting at 6:00 pm on December 12, 2024, in said Council Chambers of the City Hall, 1900 NW 114th Street, Clive, Iowa.

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

Resident Bidder Preference Law. Iowa Code 73A.21 outlines the reciprocal resident bidder and labor force preference statute. The Iowa Department of Labor (DOL) has adopted administrative rules to enforce this law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Title VI Assurances. The City of Clive in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for award.

Sales Tax. The bidder shall **not** include sales tax in the bid. Rather, the City will issue tax exemption certificates to the successful low bidder after the project has been awarded.

General Nature of Public Improvement. This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

This notice is given by authority of the City of Clive.

Matthew D. Graham, City Clerk

INSTRUCTIONS TO BIDDERS

Project Name 2024/2025 Sanitary Sewer Lining Program

The work comprising the above referenced project shall be constructed in accordance with the Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by subsequent revisions and special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, please review the General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. 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 your bid not to be read.

I. BID SECURITY

No bid security is required.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices
- Part F – Additional Requirements;
- Part G – Identity of Bidder

The following documents which are proposal attachments, must be completed and attached:

ITEM NO.

DESCRIPTION OF ATTACHMENT

1.	<u>Bidder Status Form (Sheet SP2-2)</u>
2.	<u></u>
3.	<u></u>
4.	<u></u>
5.	<u></u>
6.	<u></u>

(CON'T – INSTRUCTION TO BIDDERS)

- Part G – Identity of Bidder;

Sign the proposal; and have the signature notarized. 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.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8” diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form (Sheet SP2-2)
2.	
3.	
4.	
5.	
6.	

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

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

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public in and for: State of _____ County of _____

My commission expires _____

PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2023/2024 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ _____	\$ _____
2.	Service Reinstatement	115 each	\$ _____	\$ _____
3.	Traffic Control	1.0 LS	\$ _____	\$ _____
			BID TOTAL	\$ _____

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

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DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Clive, Iowa this _____ day of _____, 20____, by and between the City of Clive by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and _____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by all special provisions 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, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

(CONT. CONTRACT)

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By _____
John Edwards, Mayor

Contractor

(Seal)
ATTEST:

By _____
Signature

Matthew Graham, City Clerk

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City 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.

(CON'T – CONTRACT)

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

(CON'T – CONTRACT)

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

(CON'T – CONTRACT ATTACHMENT)

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES AND PRICES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ _____	\$ _____
2.	Service Reinstatement	115 each	\$ _____	\$ _____
3.	Traffic Control	1.0 LS	\$ _____	\$ _____
			BID TOTAL	\$ _____

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

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SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto City of Clive, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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

which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

2. **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.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years 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;
 - B. To keep all work in continuous good repair; and
 - C. 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.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

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

- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

- D. 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.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself 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.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

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

Witness our hands, in triplicate, this _____ day of _____,

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

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 Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

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**NOTICE TO PROCEED
2024/2025 SANITARY SEWER LINING PROGRAM**

TO: _____ DATE: _____

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on _____, and you are to complete the WORK as follows:

Fully complete the project by _____.

Dated this _____ day of _____, 20____.

FOR: _____ The City of Clive _____

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

This the _____ day of _____, 20____.

TITLE: _____

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SPECIAL PROVISIONS**FOR****PART 1 – SITE GENERAL REQUIREMENTS**

- | | | | |
|----|--------------------------|-----|---|
| 1. | DEFINITION AND INTENT | 8. | FIELD TESTS |
| 2. | WORK REQUIRED | 9. | PAVEMENT POST PLACEMENT,
TESTING, AND ACCEPTANCE |
| 3. | PLANS AND SPECIFICATIONS | 10. | MEASUREMENT AND PAYMENT |
| 4. | CONSTRUCTION FACILITIES | 11. | INCIDENTAL CONTRACT ITEMS |
| 5. | SUBMITTALS | 12. | Work Schedule |
| 6. | STANDARDS AND CODES | | |
| 7. | MATERIAL TESTS | | |

1 DEFINITION AND INTENT

- 1.1 The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
- 1.1.1 The Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, except as modified by these Special Provisions.
- 1.1.2 The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- 1.2 Owner & Engineer: City of Clive, 2123 NW 111th Street, Clive, Iowa 50325-3755; Phone (515) 223-6231
- 1.3 Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to Contractor in planning work.
- 1.4 Notify City of Clive and One-Call at least 48 hours before beginning construction.
- 1.5 Cooperate with the City of Clive to minimize inconvenience and to prevent delays in construction or interruption to continuous operation of utility services and site access.
- 1.6 Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.

2 WORK REQUIRED

- 2.1 Work under this contract includes all labor, materials and equipment needed to construct the improvements as described in the Notice to Bidders and as shown on the plans.
- 2.2 Items that are not listed as specific bid items, but are required for the proper completion of the work, are incidental to construction.
- 2.3 Contractor shall attend a preconstruction meeting prior to issuance of notice to proceed. The on-site project manager (someone on-site at all times) and person in charge of scheduling and processing payments shall attend the preconstruction meeting.
- 2.4 Notification Requirements:
- 2.4.1 Contractor shall notify the City 10 days prior to starting cleaning activities.
- 2.4.2 City will send out notifications to all impacted residents/businesses 1 week prior to start of cleaning activities. City will allow a 2-week window for cleaning activities. If Contractor fails to complete

cleaning within 2-week window, Contractor will be required to notify all impacted residents/businesses 1 week prior to restarting cleaning activities.

- 2.4.3 Contractor shall provide residents with a 24-hour notice prior to installation of the liner via door hangers (Contractor shall not use mailboxes). If liner is not installed the day following the 24-hour notice, Contractor shall re-notify the impacted residents 24 hours prior to the installation of the liner.
- 2.4.4 Special Notification Requirements: City has a list of residents that have requested notification 24 hours (the day before) prior to cleaning of sewer mains. City will provide Contractor with the list and Contractor will notify residents 24 hours prior to cleaning. If cleaning does not take place in accordance with the notification, Contractor shall re-notify residents.

3 PLANS AND SPECIFICATIONS

- 3.1 The City will furnish 5 (five) sets of plans and specifications to Contractor after award of contract.
- 3.2 Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.
- 3.3 Contractor shall keep all sets current by posting document revisions, RFI's, etc., as distributed.
- 3.4 Videos of all sewer mains are available and will be provided upon request. Contact Jeff Nuss, Operations Supervisor, 515-223-6231 to obtain copies of the videos.

4 CONSTRUCTION FACILITIES

- 4.1 Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Materials and equipment shall not be stored within the FEMA designated floodway.
- 4.2 Provide telephone number where Contractor's representative can be reached during working days and on nights and weekends in event of emergency. Contractor's on-site representative will be required to carry an operational mobile telephone.
- 4.3 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work
- 4.4 Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by contractor is subject to approval of Engineer.
- 4.5 The Contractor shall maintain postal service, if applicable, to all properties.

5 SUBMITTALS

- 5.1 Provide construction schedule showing dates of starting and completing phases of the work.
- 5.2 Submit following information for Engineer's review. Provide 3 (three) copies plus copies required by Contractor. This information shall be submitted to the Engineer 30 days prior to utilization of the particular item on this project.
 - 5.2.1 Materials test report as outlined in Parts 7 & 8
 - 5.2.2 Manufacture's data & cut sheets for manholes and frames, handholes and frames, pipe castings, and other special items
 - 5.2.3 Details of proposed methods of sheeting, shoring and bracing
 - 5.2.4 Manufacturer's data for pipe, manholes, covers and frames, castings, and other special items
 - 5.2.5 Portland Cement Concrete (PCC) mix design
 - 5.2.6 Hot Mix Asphalt (HMA) mix design

- 5.2.7 Shop drawings of reinforcing steel
- 5.2.8 Manufacturer's data for pipe bedding material, pipe, electrical conduit and other items that are to be permanently incorporated into the project
- 5.2.9 Such other information as Engineer may request to ensure compliance with contract documents

6 STANDARDS AND CODES

- 6.1 Construct improvements with best present-day construction practice and equipment.
- 6.2 Conform with and test in accordance with applicable sections of the following standards and codes.
 - 6.2.1 American Association of State Highway and Transportation Official (AASHTO)
 - 6.2.2 American Society for Testing and Materials (ASTM)
 - 6.2.3 Iowa Department of Transportation Standard Specifications (Iowa DOT)
 - 6.2.4 American National Standards Institute (ANSI)
 - 6.2.5 American Water Works Association (AWWA)
 - 6.2.6 American Welding Society (AWS)
 - 6.2.7 Federal Specifications (FS)
 - 6.2.8 Iowa Occupational Safety and Health Act of 1972 (OSHA)
 - 6.2.9 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC)
 - 6.2.10 Standards and Codes of the State of Iowa and the ordinances of the City of Clive, Iowa
 - 6.2.11 The City of Clive plumbing, building and electrical codes
 - 6.2.12 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract

7 MATERIALS TESTS

- 7.1 Contractor shall employ and pay for services of an independent testing laboratory for all material and field tests required to show compliance with construction materials with specifications. Contractor shall be responsible to pay for costs of retests due to failure. Contractor shall provide samples and access to the work as necessary for testing. Contractor shall provide 24 hours advance notice for all work that will be performed requiring testing. Selection of testing laboratory subject to approval of Engineer.
- 7.2 Provide material tests as listed herein and as listed in detailed parts of the specifications.
- 7.3 Ship no materials to job site until laboratory tests have been furnished which show compliance of materials with specifications.
- 7.4 Provide gradation and materials certifications for pipe bedding, pipe granular backfill and stabilizing material.
- 7.5 Certify that pipe, manholes, fittings and materials are manufactured with applicable specifications.
- 7.6 Certify that reinforcing steel meets applicable specifications.
- 7.7 Provide hot mix asphalt mix design for review prior to construction. Certify sources of asphaltic cement and aggregates for concrete pavement are Iowa DOT approved. Provide analysis of materials used. Asphalt cement shall be in accordance with ASTM requirements for viscosity graded asphalt cements (D-3881-83) Table 2. AC-10 grade asphaltic cement shall be used in the production of all HMA. Submit all certifications required under the Standard Specifications.
- 7.8 Certify that sources of portland cement and aggregates for pavement are Iowa DOT approved. Provide analysis of materials used. Submit all certifications required under Standard Specifications. At the Contractor's option, the use of maturity testing will be allowed as per requirements of Iowa DOT I.M. 383.

8 FIELD TESTS

- 8.1 Portland cement concrete testing, asphaltic cement concrete testing, subgrade and sewer trench backfill compaction testing by independent testing laboratory retained by the Contractor. Testing shall meet requirements of Standard Specifications.
- 8.2 Contractor to provide assistance in testing procedures including providing necessary concrete, asphalt and excavating holes for testing trench or subgrade compaction.
 - 8.2.1 Determine moisture density relations of soils encountered during construction in accordance with Standard Proctor Method.
 - 8.2.2 Perform soil density and moisture tests on all earthwork at location selected by Engineer to show compliance of compaction procedures with specifications. Intent is to provide sufficient tests to adequately control and represent the compaction procedures.
 - 8.2.3 Trench backfill shall be tested for soil density and moisture every 100 LF of trench, test each lift of fill placed.
 - 8.2.4 If trench backfill or subgrade fail density tests, rework backfill or subgrade and retest until specified density is obtained; Contractor shall pay all costs for reworking retesting backfill.
 - 8.2.5 Additional tests may be made as directed by Engineer or Inspector.
- 8.3 Structural Concrete: prepare two cylinders for every 100 CY or each day concrete is poured, whichever is greater; provide 7-day and 28-day test in accordance with ASTM C39.
- 8.3 Engineer will require changes in mix design, or placement and compaction procedures if asphalt mixture or pavement density fail to meet requirements specified.

9 PAVEMENT POST PLACEMENT, TESTING AND ACCEPTANCE

- 9.1 Post placement (PCC): Thickness – No thickness testing or incentives will apply to this project.
- 9.2 Pavement Smoothness and Defects (PCC) - No smoothness testing or incentives will apply to this project.
- 9.3 Sections with more than one random crack per panel, fractures, spalling or other defects prior to acceptance of the work shall be replaced at no cost to Owner.

10 MEASUREMENT AND PAYMENT

- 10.1 Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation and labor necessary to construct and complete work as specified in the contract documents. No separate payment will be made for work included in this project. All other items of work necessary to complete the construction are incidental to construction.
- 10.2 Bid Item 1: Lining (LF) – This item includes all materials, labor and equipment necessary to install resin-impregnated, cured-in-place pipe lining at locations as indicated on the project maps. All work shall be in accordance with Section 4050 of the Standard Specifications. Basis of payment shall be per linear foot of sanitary sewer main satisfactorily lined. The bid shall include the cost to line each segment separately. If the Contractor desires to line more than one segment at a time, a request may be submitted to the City for consideration. If Bidder's proposed liner requires the use of a pre-liner, the pre-liner shall be considered incidental and the cost of the pre-liner shall be included in their bid. A physical digital copy of the video of the installed liner must be submitted to the City for review, prior to processing of a pay request.
- 10.3 Bid Item 2: Service Reinstatement (Each) – This item includes all materials, labor and equipment necessary to reinstate service lines impacted by lining operations. All work shall be in accordance with Section 4050 of the Standard Specification. Basis of payment shall be per each sanitary service line satisfactorily reinstated. Video of service reinstatement must be submitted to the City for review, prior to processing of pay request.
- 10.4 Bid Item 3: Traffic Control (LS) – This item includes all materials, labor and equipment necessary to furnish, erect, operate, maintain, move and remove traffic control devices as needed or as directed during

construction. Flaggers as required to protect workers and the general public during specific operations shall be considered incidental to this bid item. The Contractor shall at all times conduct the work so as to ensure the least possible obstruction and inconvenience to the general public and property owners in the vicinity of the work. Basis of payment shall be per the lump sum bid price and paid on a percentage of work completed.

11 INCIDENTAL CONTRACT ITEMS

- 11.1 The following list includes major items that are incidental to project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Pre-liner (if needed)
- By-pass pumping (if needed)
- Dewatering and handling storm water flow during construction
- Temporary sheeting and shoring
- Field testing
- Construction fencing
- Excavation and verification of existing utilities
- Pipe structure bedding material
- Maintaining sanitary service to users
- Maintaining water service to users
- Coordination and cooperation with other contractors
- Coordination and cooperation with utility companies
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Clive
- Protection of existing trees and plantings not shown as removals
- Temporary haul roads
- Engineering fabric
- Storm sewer plugs
- Connection of field tiles to the new storm sewers
- Connection of existing storm sewers
- Monitoring weather conditions
- Protection of existing utilities
- Material testing
- Finish grading
- Overhaul
- Dust control
- Full depth saw cutting of existing pavement for smooth connection to existing
- Working backfill to reduce moisture content
- Watering fill to meet density requirements
- Concrete samples and testing
- Proof rolling
- Working fill to reduce moisture content
- Site cleanup and restoration
- Removal of headers

12 WORK SCHEDULE

- 12.1 The City has a noise ordinance prohibiting work activities between the hours of 10 PM and 7 AM. Work on this contract is to be completed between the hours of 7 AM and 10 PM. Consideration of work between 10 PM and 7 AM requires prior approval and will be considered on a case-by-case basis.
- 12.2 Work on this contract is to be completed Monday through Friday. Work on weekends requires prior approval and will be considered on a case-by-case basis.

END OF PART 1

SPECIAL PROVISIONS
FOR
PART 2 – RESIDENT BIDDER PREFERENCE LAW

This project is subject to Iowa Code 73A.21 which outlines the reciprocal resident bidder and labor force preference statute. The Iowa Department of Labor (DOL) has adopted administrative rules to enforce this law. The administrative rules may be found here: <https://www.iowadivisionoflabor.gov/bidder-preference-law>

All Contractors are required to submit the "Bidder Status Form" either at the time of or prior to the bid letting. The form requires the bidder to certify whether the bidder is a resident bidder or a non-resident bidder. A copy of the form is included on the following pages as part of this Special Provision. Additional copies are also available online at: [https://www.iowadivisionoflabor.gov/sites/authoring.iowadivisionoflabor.gov/files/BP.status.form .pdf](https://www.iowadivisionoflabor.gov/sites/authoring.iowadivisionoflabor.gov/files/BP.status.form.pdf)

END OF PART 2

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

SPECIAL PROVISIONS

FOR

PART 3 – TITLE VI ASSURANCES

During performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agree as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this contract.
2. Nondiscrimination: The contractor, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Clive, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information the contractor shall so certify to the City of Clive, the Iowa Department of Transportation or Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Clive shall impose such contract sanctions as it, the Iowa Department of Transportation or Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i) Withholding payments to the contractor under the contract until the contractor complies, and/or
 - ii) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Clive, the Iowa Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Clive or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Clive or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

END OF PART 3

2024/25 Clive Sewer Rehab

Asset ID	Upstream Manhole	Upstream Manhole Depth	Downstream Manhole	Downstream Manhole Depth	Pipe Size	Length	Taps
SGM05053	SMH05057	9.17'	SMH05058	9.67'	8"	225	7
SGM05054	SMH05058	9.67'	SMH05059	8.42'	8"	300	6
SGM05055	SMH05059	8.42'	SMH05060	9.83'	8"	299	8
SGM05056	SMH05060	9.83'	SMH05061	9'	8"	300	8
SGM05057	SMH05061	9'	SMH05062	8.58'	8"	346	6
SGM05058	SMH05062	8.58'	SMH05063	8.42'	8"	353	10
SGM05059	SMH05063	8.42'	SMH05064	7.88'	8"	350	10
SGM05060	SMH05064	7.88'	SMH05022	7.52'	8"	144	2
SGM05046	SMH05050	9.33'	SMH05051	8.5'	8"	150	6
SGM05047	SMH05051	8.5'	SMH05052	8.08'	8"	350	10
SGM05048	SMH05052	8.08'	SMH05053	8.16'	8"	335	7
SGM05049	SMH05054	7.92'	SMH05053	8.16'	8"	82	2
SGM05050	SMH05053	8.16'	SMH05055	8	8"	352	8
SGM05051	SMH05055	8	SMH05056	7.67	8"	353	10
SGM05052	SMH05056	7.67	SMH05020	11.25	8"	79	2
SGM05028	SMH05033	8.67	SMH05032	9.36	8"	160	6
SGM05027	SMH05032	9.36	SMH05031	12.58	8"	400	7
Total						4578	115

City of Clive Comprehensive Map View



9/13/2024, 3:25:53 PM

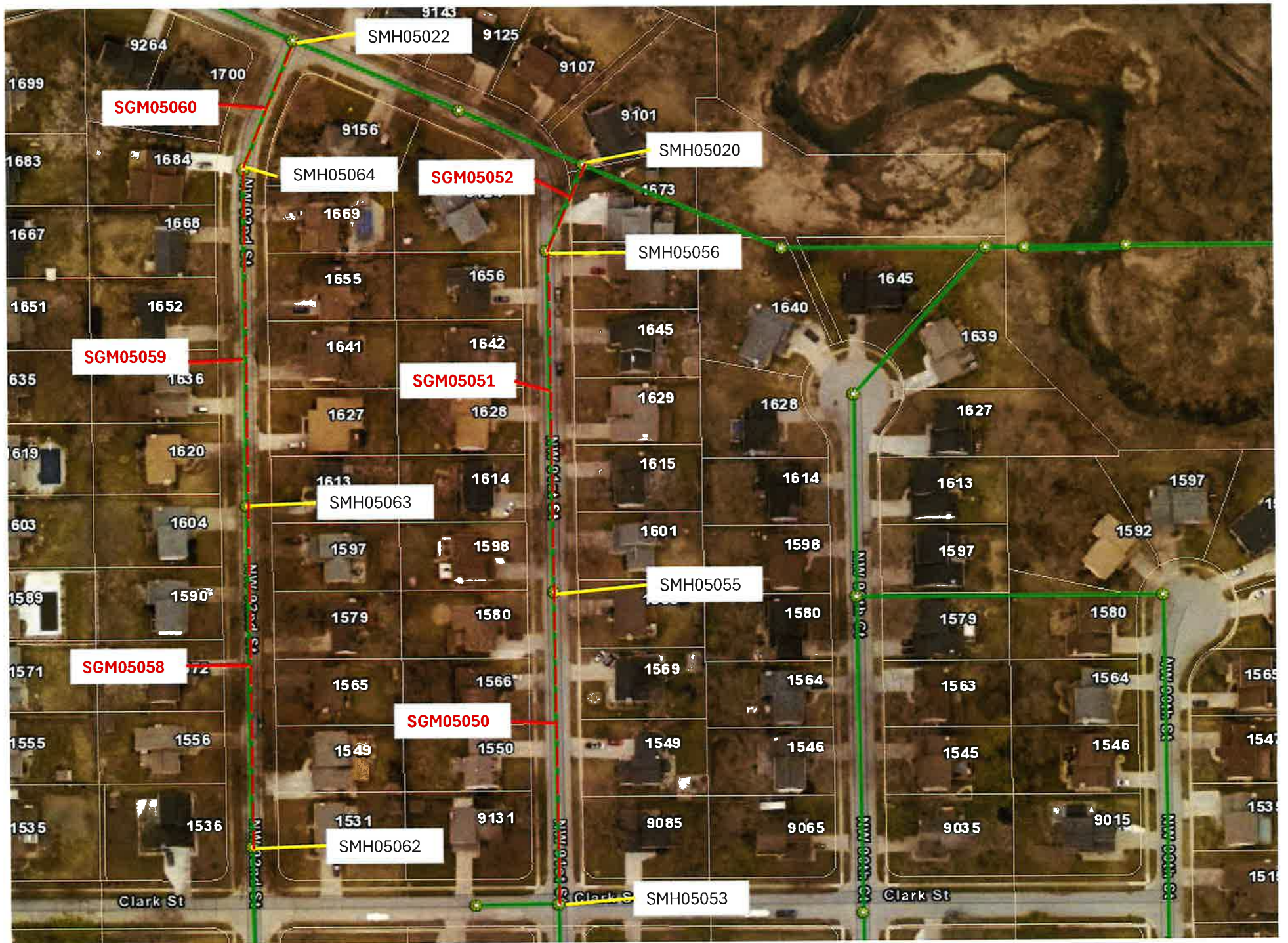
- Sanitary Gravity Mains
- Clive - Active

Private - Abandoned

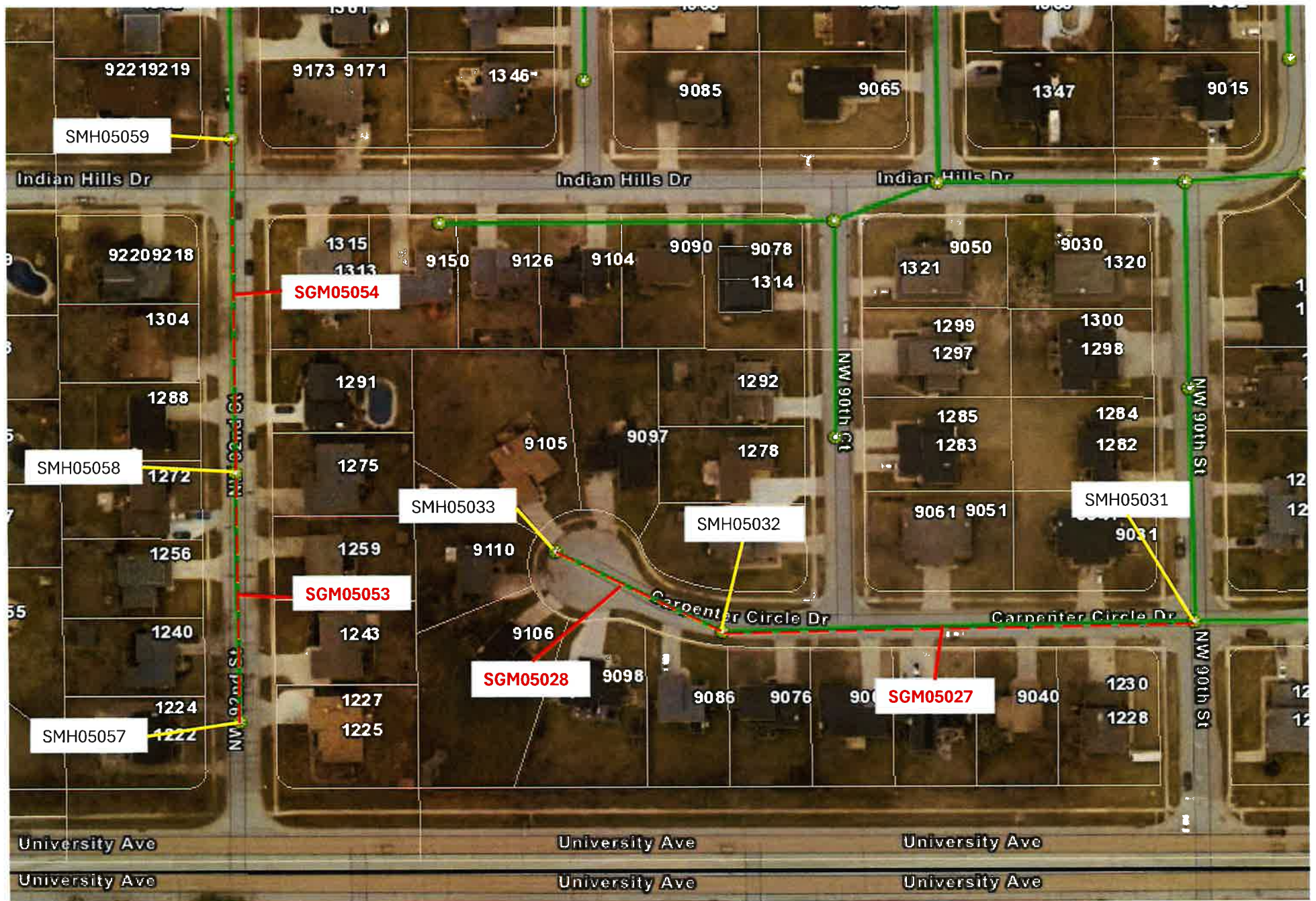
Private / Other

Clive - Abandoned

Sanitary Manholes
-
- Esri Community Maps Contributors, Des Moines Area Regional GIS, Iowa DNR, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
- Esri Community Maps Contributors, Des Moines Area Regional GIS, Iowa DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS |
- Page 1083 of 1186







City of Clive Comprehensive Map View



9/13/2024, 3:25:53 PM

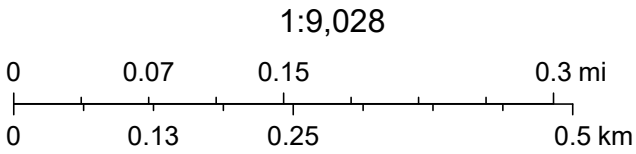
- Sanitary Gravity Mains
- Clive - Active

Private - Abandoned

Private / Other

Clive - Abandoned

Sanitary Manholes



Esri Community Maps Contributors, Des Moines Area Regional GIS, Iowa DNR, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: December 12, 2024
RE: Receipt of Bids

SYNOPSIS:

Bids for the 2024/25 Sanitary Sewer Lining Program were received on December 3, 2024. The Project includes the lining of 4,578 lf of sewer mains (4,578 lf of 8" mains).. The sanitary sewer mains included in the contract are located in NW 91st Street, NW 92nd Street, and Drake Court.

The following bids were received:

Municipal Pipe & Tool Co. LLC	\$ 150,312.50
Hydro-Klean, LLC	\$ 157,155.20
SAK	\$ 177,614.00
Visu-Sewer, Inc.	\$ 189,167.00
Insituform Technologies USA, LLC	\$ 204,186.30

Attachments:

1. 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Proposal - Municipal Pipe Tool Proposal - \$150,312.50
2. 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Proposal - Hydro-Klean - \$159,155.20
3. 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Proposal - SAK - \$177,614.00
4. 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Proposal - Visu-Sewer - \$189,167.00
5. 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Proposal - Insituform - \$204,186.30

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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 NONE ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form (Sheet SP2-2)
2.	
3.	
4.	
5.	
6.	

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number C 1 0 1 8 - 4 6 issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Municipal Pipe Tool Company LLC

Bidder

Sharon Waschkat

Signature

By Sharon Waschkat
Name (Print/Type)

COO

Title

515 5TH STREET, PO BOX 398

Street Address

HUDSON, IOWA 50643

City, State, Zip Code

319-988-4205

Telephone Number

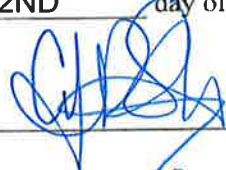
Type or print the name and title of the
company's owner, president, CEO, etc. if
a different person than entered above.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this 2ND day of DECEMBER, 2024.



Notary Public in and for: State of IOWA County of BLACK HAWK

My commission expires 7.29.2025



PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2023/2024 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ 31.25	\$ 143,062.50
2.	Service Reinstatement	115 each	\$ 50 -	\$ 5,750 -
3.	Traffic Control	1.0 LS	\$ 1500 -	\$ 1500 -
			BID TOTAL	\$ 150,312.50

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / **ALL** / _____ / _____ Address: **515 5th Street, PO BOX 398**
City, State, Zip: **Hudson, IA 50643**

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: **Municipal Pipe Tool Co., LLC**

Signature: **Sharon Waschke**

Date: **12/2/2024**

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

June 30, 2023

To whom it may concern:

Sharon Waschkat, Chief Operations Officer, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

Kyle Armbrrecht Production Manager, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

Todd Patterson, Fleet/Sales Manager, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

Mark Kaler, President, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

If you have any questions, please feel free to contact me at 1-800-798-4205.

Sincerely,



Sharon Waschkat, Chief Operations Officer

"We Protect the Environment!"

Our Core Values:

Safety - Unity - Relationships - Proactive - Determination - Results

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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 NA ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form (Sheet SP2-2)
2.	
3.	
4.	
5.	
6.	

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number CC1144-11 - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Hydro-Klean, LLC

Bidder

Signature

By

Jill Lomp

Name (Print/Type)

Contracts Manager

Title

333 NW 49th Place

Street Address

Des Moines, IA 50313

City, State, Zip Code

515-283-0500

Telephone Number

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

Wade Anderson

Name

CEO-President

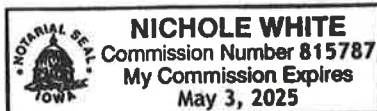
Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this 20th day of November, 2024.

Notary Public in and for: State of Iowa County of Polk

My commission expires April 11, 2025



PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2023/2024 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ 33.40	\$ 152,905.20
2.	Service Reinstatement	115 each	\$ 50.00	\$ 5,750.00
3.	Traffic Control	1.0 LS	\$ 500.00	\$ 500.00
			BID TOTAL	\$ 159,155.20

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

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Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 05-05-1995 / / to / / Address: 333 NW 49th Place
City, State, Zip: Des Moines, IA 50313

Dates: / / to / / Address:
City, State, Zip:

Dates: / / to / / Address:
City, State, Zip:

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:
2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

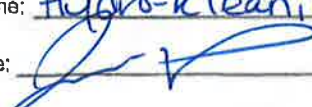
You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Hydro-Klean, LLC

Signature: 

Date: 11-20-2024

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 166. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

SP2-2

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☒ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☒ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☒ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☒ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☒ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☒ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☒ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☒ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☒ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☒ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8” diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form (Sheet SP2-2)
2.	
3.	
4.	
5.	
6.	

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number C 1 0 5 1 - 0 8 issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

SAK Construction, LLC

Bidder

Signature



By Boyd Hirtz
Name (Print/Type)

Vice President

Title

864 Hoff Road

Street Address

O'Fallon, MO 63366

City, State, Zip Code

Telephone Number

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

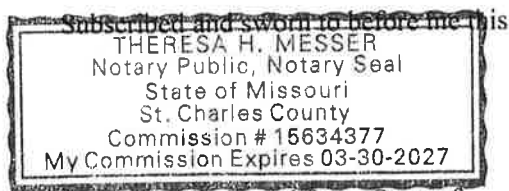
Jerome P. Shaw, Jr.

Name

President

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**



Subscribed and sworn to before me this 3rd day of December, 20 24.

Theresa H. Messer

/ Theresa H. Messer

Notary Public in and for: State of Missouri County of St. Charles

My commission expires March 30, 2027

PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2023/2024 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ 38.00	\$ 173,964.00
2.	Service Reinstatement	115 each	\$ 10.00	\$ 1,150.00
3.	Traffic Control	1.0 LS	\$ 2,500.00	\$ 2,500.00
			BID TOTAL	\$ 177,614.00

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☒ No My company has an office to transact business in Iowa.
- ☐ Yes ☒ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☒ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☒ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders N/A

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

Missouri

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☒ No

3. 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.

N/A

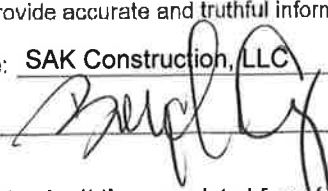
You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: SAK Construction, LLC

Signature:  / Boyd Hirtz, Vice President Date: December 3, 2024

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

SP2-2

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MANAGER OF
SAK CONSTRUCTION, LLC**

Pursuant to Section 5.3 of the Operating Agreement of SAK Construction, LLC, a Missouri limited liability company (the "Company"), the undersigned, being the sole manager of the Company, hereby adopts the following resolutions for the Company and consents to the taking of the actions therein described, such consent to have the same force and effect as a unanimous vote of the managers of the Company at a meeting duly held on the date hereof:

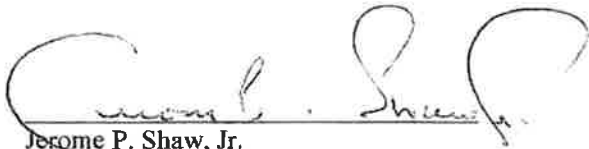
RESOLVED, that the following individuals are hereby elected as officers of the Company, to hold the offices set forth opposite their respective names below for the ensuing year or until their successors are duly elected and shall have qualified, unless sooner removed by the Manager:

Thomas Kalishman	Chairman and Chief Executive Officer
Jerome P. Shaw, Jr.	President
Boyd Hirtz	President-Tunneling Division
Joe Feuerborn	Vice President
Roger Archibald	Chief Financial Officer, Secretary and Treasurer
Steve Stulce	Assistant Secretary and Assistant Treasurer

RESOLVED FURTHER, that any and all action heretofore taken, and any and all things heretofore done, by any director of the Company in connection with, or with respect to, the matters referred to in the foregoing Resolutions be and hereby are confirmed as authorized and valid acts taken on behalf of the Company.

RESOLVED FURTHER, that the foregoing resolutions shall replace and supersede any and all prior resolutions appointing officers of the Company.

Dated as of July 1, 2020.


Jerome P. Shaw, Jr.

BEING THE SOLE MANAGER OF THE COMPANY



SAKTM

Pipeline Infrastructure. Solved.[™]

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

January 3, 2024

To Whom It May Concern:

Joe Feuerborn, Vice President and General Manager of our CIPP Division is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

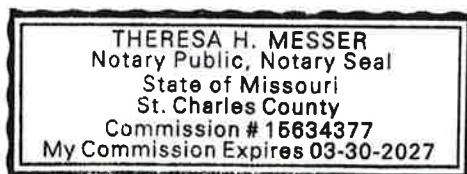
Boyd Hirtz, Vice President is hereby authorized to sign bids, extend offers, submit proposals, and execute contracts on behalf of SAK Construction, LLC.

Jerome P. Shaw, Jr.
President
SAK Construction, LLC

State of Missouri)

County of St. Charles)

On this 3rd day of January, in the year 2024, before me, Theresa H. Messer, a notary public, personally appeared, Jerome P. Shaw, Jr. proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Witness my hand and official seal.



NOTARY PUBLIC

SEAL

**IOWA SECRETARY OF STATE
MATT SCHULTZ**



Date: 6/7/2011

CERTIFICATE OF AUTHORIZATION

Name: SAK CONSTRUCTION, LLC (489FLC - 360969)

Authorized date: 3/28/2008

Duration: PERPETUAL

State of Incorporation: MISSOURI

I, Matt Schultz, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify that the limited liability company named on this certificate is authorized to transact business in this state, that all fees required by the Iowa Uniform Limited Liability Company Act have been paid by the limited liability company, and that the most recent biennial corporate report required has been filed by the Secretary of State.

Certificate ID: CS55239

To validate certificates visit:

www.sos.state.ia.us/ValidateCertificate

A handwritten signature in black ink, appearing to read "Matt Schultz", written over a horizontal line.

Matt Schultz
Iowa Secretary of State



Department of Inspections,
Appeals, & Licensing

**CONTRACTOR REGISTRATION
CERTIFICATE**

STATE OF IOWA

Dept. of Inspections, Appeals, & Licensing

6200 Park Avenue Suite 100, Des Moines, IA 50321-1371

Phone: 515-242-5871 | FAX: 515-725-2427

www.iowacontractor.gov | contractor.registration@iwd.iowa.gov

DATE ISSUED:

10/23/2024

DATE EXPIRES:

11/21/2025

REGISTRATION NUMBER:

C105108

SAK CONSTRUCTION LLC

864 HOFF RD

OFALLON, MO 63366

Larry Johnson, Director

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.

DESCRIPTION OF ATTACHMENT

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Bidder Status Form (Sheet SP2-2)

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number C 0 9 0 7 - 8 7 issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Visu-Sewer, LLC

Bidder

[Signature]
Signature

By Keith M. Alexander
Name (Print/Type)

President/CEO

Title

W230 N4855 Betker Drive

Street Address

Pewaukee, WI 53072

City, State, Zip Code

262-695-2340

Telephone Number

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

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this 3rd day of December, 20 24.

[Signature]
Lisa E. Schulze

Notary Public in and for: State of Wisconsin County of Waukesha

My commission expires February 21, 2027



PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2023/2024 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ 39.00	\$ 178,542.00
2.	Service Reinstatement	115 each	\$ 75.00	\$ 8,625.00
3.	Traffic Control	1.0 LS	\$ 2,000.00	\$ 2,000.00
			BID TOTAL	\$ 189,167.00

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

To be completed by all bidders Part A

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

You may attach additional sheet(s) if needed. City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by all bidders Part D

Page 1119 of 1186

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- | | |
|---|---|
| ☒ Yes ☐ No | My business is currently registered as a contractor with the Iowa Division of Labor. |
| ☐ Yes ☒ No | My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes. |
| ☐ Yes ☒ No | My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes. |
| ☐ Yes ☒ No | My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. |
| ☐ Yes ☒ No | My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. |
| ☐ Yes ☒ No | My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. |
| ☐ Yes ☒ No | My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed. |
| ☐ Yes ☒ No | My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. |
| ☐ Yes ☒ No | My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. |
| ☐ Yes ☒ No | My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination. |
| ☒ Yes ☐ No | My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled. |

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

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 NA ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

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

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.

DESCRIPTION OF ATTACHMENT

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Bidder Status Form (Sheet SP2-2)

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number C 1 0 3 8 - 9 6 issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Insituform Technologies USA, LLC

Bidder

[Signature]
Signature

By Patrizia H. Sordillo
Name (Print/Type)

Contracting & Attesting Officer
Title

580 Goddard Avenue
Street Address

Chesterfield, MO 63005
City, State, Zip Code

636-530-2863
Telephone Number

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

Burt M. Keating
Name

President
Title

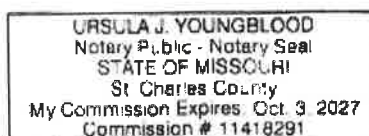
**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this 3rd day of December, 20 24.

Ursula A. Youngblood

Notary Public in and for: State of Missouri County of St. Charles

My commission expires October 3, 2027



PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2023/2024 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	4,578 LF	\$ 40.85	\$ 187,011.30
2.	Service Reinstatement	115 each	\$ 145.00	\$ 16,675.00
3.	Traffic Control	1.0 LS	\$ 500.00	\$ 500.00
			BID TOTAL	\$ 204,186.30

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

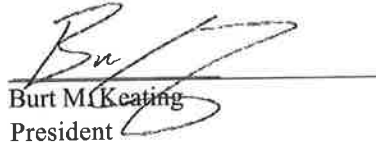
INSITUFORM TECHNOLOGIES USA, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies USA, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022


Burt M. Keating
President



Insituform Technologies USA, LLC has been repairing sewers in the Midwest since 1983. Your local representative is Laurie Andreski and she can be reached at 636-530-8000. The corporate headquarters is located at 580 Goddard Avenue, Chesterfield, Missouri. The telephone number is 636-530-8000 and the fax number is 636-530-8701.

Insituform Technologies® USA, LLC is directly affiliated with Insituform Technologies®, LLC (ITLLC) and has all of the same technology, engineering, research and development and manufacturing tools at its disposal and can provide the services to your city that make Insituform® the leading provider of trenchless solutions for your underground infrastructure. ITUSALLC can meet all bonding, insurance and financial requirements of the project.

Since Insituform's founding in 1971, Insituform Technologies®, LLC has been a pioneer in the growing field of trenchless technology. Our flagship Insituform® Process has been used to reconstruct more than 53 million feet of underground pipe infrastructure throughout the world. Recent tests of our very first installation in London have proven that the Insituform® process is a durable, long-term solution to the problems of deteriorating sewers.

IOWA

SECRETARY OF STATE

CERTIFICATE OF AUTHORIZATION

Issue Date: 3/3/2020

Name: INSITUFORM TECHNOLOGIES USA, LLC (489FLC - 430392)

Authorized Date: 1/25/2012

Duration: PERPETUAL

State of Incorporation: DELAWARE

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is authorized to transact business in Iowa.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has neither revoked the company's certificate of authority nor filed a notice of cancellation.



PAUL D. PATE SECRETARY OF STATE



Printed on
Recycled Paper

Bidder Status Form

Part A

To be completed by all bidders

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☒ No My company has an office to transact business in Iowa.
- ☐ Yes ☒ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☒ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☒ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

Part B

To be completed by resident bidders

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

Part C

To be completed by non-resident bidders

1. Name of home state or foreign country reported to the Iowa Secretary of State:

Missouri

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☒ Yes ☐ No

3. 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.

See Attached

You may attach additional sheet(s) if needed.

Part D

To be completed by all bidders

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Insituform Technologies USA, LLC

Signature:  Date: December 3, 2024
Patrizia Sordillo, Contracting and Attesting Officer

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☒ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☒ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☒ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☒ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☒ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☒ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Preference	Scope of Preference & Conditions
Yes	Statute 34.070 -- Reciprocal law applies to all commodities and tangible personal property manufactured, mined, produced, processed, or grown within the State of Missouri, to all new generation processing entities defined in Section 348.432, RSMo, except new generation processing entities that own or operate a renewable fuel production facility or that produce renewable fuel, and to companies doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. Such preference may be given whenever competing bids, in their entirety, are comparable. "Commodities" shall include any agricultural product that has been processed or otherwise had value added to it in this state. The preference is not applied to public works or product transportation where bid is less than \$5,000.00, nor is it applied for bids with Department of Transportation when Federal funds are involved. Vendor need not claim preference.
Contracts for Job or Service Performance	Statute 34.073.1 -- In awarding contracts for the performance of any job or services, preference shall be given to companies doing business as Missouri firms, corporations or individuals or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is same or less, or whenever competing bids, in their entirety, are comparable.
Veterans	In awarding contracts for the performance of any job or service, all agencies, departments, institutions, and other entities of this state and of each political subdivision of this state shall give a three point bonus preference to service-disabled veteran businesses. The goal is not required and the provisions of this subsection shall not apply if there are no (or insufficient) bids or proposals submitted to the public entities listed above.
Preference for the Blind	Statute 34.165 -- When making purchases for the State, its governmental agencies or political subdivisions, the commissioner of administration shall give bidding preference consisting of a ten point bonus on bids for products and services manufactured, produced or assembled in qualified nonprofit organizations for the blind.



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: December 12, 2024

RE: Resolution Awarding Contract - Municipal Pipe Tool Company - \$150,312.50

SYNOPSIS:

Bids for the 2024/25 Sanitary Sewer Lining Program were received on December 3, 2024. The Project includes the lining of 4,578 lf of sewer mains (4,578 lf of 8" mains).. The sanitary sewer mains included in the contract are located in NW 91st Street, NW 92nd Street, and Drake Court. The mains that will be lined are identified on the attached Overview map.

The following bids were received:

Municipal Pipe & Tool Co. LLC	\$ 150,312.50
Hydro-Klean, LLC	\$ 157,155.20
SAK	\$ 177,614.00
Visu-Sewer, Inc.	\$ 189,167.00
Insituform Technologies USA, LLC	\$ 204,186.30

The estimated cost for this project was \$198,120.00. The low bid is 24.13% below the estimated cost. This year's bid price is lower than last year's bid price. The Capital Improvement Program (CIP) includes \$200,000 for lining work.

The City has worked with Municipal Pipe Tool on previous Sanitary Sewer Lining Programs and has been pleased with their work. Staff recommends awarding the contract to the low bidder, Municipal Pipe Tool Co., LLC, in the amount of \$150,312.50.

Please feel free to contact me prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:

1. Resolution - 12-12-24 - 2024-25 Sanitary Sewer Lining Program - Award Contract
2. 2024-25 Sanitary Sewer Lining Contract - Municipal Pipe Tool Co

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT FOR THE
2024/2025 SANITARY SEWER LINING PROGRAM**

WHEREAS, the plans, specifications, form of contract and estimate of costs for the 2024/2025 Sanitary Sewer Lining Program (the "Project") have previously been approved; and

WHEREAS, the bids have been received, and the results of such bids have been considered at a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the bid in the sum of \$150,312.50 by Municipal Pipe Tool Co., LLC, for the Project, as described in the plans and specifications adopted by the City of Clive be and hereby is accepted, the same being the lowest responsible bid received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this _____ day of _____, 2024.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Clive, Iowa this _____ day of _____, 20____, by and between the City of Clive by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and **Municipal Pipe Tool Co., LLC**, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by all special provisions 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, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

(CONT. CONTRACT)

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **One Hundred Fifty Thousand Three Hundred Twelve and 50/100 dollars** dollars (**\$ 150,312.50**) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By _____
John Edwards, Mayor

Contractor

(Seal)
ATTEST:

By _____
Signature

Matthew Graham, City Clerk

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City 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.

(CON'T – CONTRACT)

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

(CON'T – CONTRACT)

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

(CON'T – CONTRACT ATTACHMENT)

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES AND PRICES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	<u>4,578 LF</u>	\$ <u>31.25</u>	\$ <u>143,062.50</u>
2.	Service Reinstatement	<u>115 each</u>	\$ <u>50.00</u>	\$ <u>5,750.00</u>
3.	Traffic Control	<u>1.0 LS</u>	\$ <u>1,500</u>	\$ <u>1,500.00</u>
			BID TOTAL	\$ <u>150,312.50</u>

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____, as Surety are held and firmly bound unto _____ City of Clive _____, as Oblige (hereinafter referred to as “the Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2024/2025 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 4,578 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8” diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of

_____ DOLLARS (\$ _____) which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

2. **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.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years 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;
 - B. To keep all work in continuous good repair; and
 - C. 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.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

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

- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

- D. 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.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself 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.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore 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 or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

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

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

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

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 Address

City, State, Zip Code

Company Telephone Number

NOTE:

- 1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 2. This bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

**NOTICE TO PROCEED
2024/2025 SANITARY SEWER LINING PROGRAM**

TO: _____ DATE: _____

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on _____, and you are to complete the WORK as follows:

Fully complete the project by _____.

Dated this _____ day of _____, 20____.

FOR: The City of Clive

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

This the _____ day of _____, 20____.

TITLE: _____



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: December 12, 2024

RE: Greenbelt Music Festival 2025 - Temporary Site Plan Approval

SYNOPSIS:

Horizon Events Center is requesting formal approval of the 2025 Greenbelt Music Festival Temporary Site Plan. The first two Greenbelt Music Festivals have widely been considered a successful, family-friendly event. Horizon Events Center is proposing the same layout and setup for the 2025 Greenbelt Music Festival as was utilized in 2024. Gary Dewaard, representing Horizon Events Center, will be present at the Council meeting to answer questions Council may have about the 2025 event.

Staff recommends approval of the temporary site plan with the attached conditions to be approved by staff. The necessary liquor license has already been approved by City Council through addition of an outside service area privilege on Horizon Events Center's liquor license. A noise permit will be administratively approved by City staff following approval of the temporary site plan.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Greenbelt Music Festival Council Conditional Approval Letter
2. Greenbelt Music Fest Map

December 13, 2024

Horizon Events Center
Attn: Gary DeWaard
2100 NW 100th Street
Clive, IA 50325

RE: 2100 NW 100th Street – Greenbelt Music Festival

Dear Mr. DeWaard:

The Community Development Department is in receipt of a Temporary Site Plan for the proposed Greenbelt Music Festival on May 16-17, 2025, located at 2100 NW 100th Street. The Temporary Site Plan was approved by City Council at the December 12, 2024, meeting with the following conditions:

1. The City will approve a noise permit for the event.
2. Wristbands shall be required for alcohol sales and consumption.
3. All mobile food vendors must possess a valid City of Clive Mobile Food Vendor permit prior to the event.
4. Any food vendor cooking on site must provide a physical non-combustible barrier to keep attendees at least four feet from any cooking appliance.
5. Vendor setup shall conform to all applicable code and standards. Mobile food units (food trucks) shall not be located within 20 feet of buildings, tents, canopies, or membrane structures.
6. Confirmation that a power shunt has been installed for the inside stage that automatically kills sound if the fire alarm goes off. The power shunt is installed for the main stage in the east building, but staff is unclear if it will work for the stage in the athletic court area.
7. Provide additional details to staff, as requested, for individual activity spaces (e.g. speakeasy) to ensure conformance with all applicable codes and standards.

Please feel free to contact me at the information below if you have questions or need additional information.

Sincerely,

STAFF & VOLUNTEER
PARKING

OVERNIGHT RV PARKING
(no services or hook-ups)

HICKMAN CT

Entrance

Entrance

Entrance

BIKE
VALET

FESTIVAL
PARKING

MEDIA
PARKING

Restrooms

Vaping
Section

VIP Section

MAIN
STAGE

15' opening
with security

Greenbelt
Park

- Stage and audio
- Bar and drink carts
- Vendors and activities
- Movable barricades
- Temporary fence
- Permanent fence



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: December 12, 2024

RE: 2nd Consideration of Proposed Ordinance No. 1156 - Zoning Ordinance Amendment Regarding Permitted Uses in Commercial

SYNOPSIS:

There have been no comments received or changes to the proposed ordinance since the public hearing. Staff recommends approval of the second consideration of Ordinance 1156 regarding schools as permitted uses in commercial districts.

Please contact Amanda at 515-223-6221 if you have questions or need additional information prior to the meeting.

Attachments:

1. Ordinance 1156

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING PERMITTED USES IN COMMERCIAL DISTRICTS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT- COMMERCIAL DISTRICTS. In Title 11, Chapter 7 (entitled “Commercial Districts”), Section 11-7-4 (entitled “PRINCIPAL PERMITTED USES”), is hereby deleted and the following inserted in lieu thereof:

Principal permitted uses for commercially zoned property are listed in the following table. Where a use is not expressly listed below, the community development director shall have authority to determine if the use is compatible and consistent with the surrounding environment.

Permitted Uses - Commercial					
Use	C-1	C-2	C-3	C-4	C-5
Auditoriums	P	P		A	
Automobile and truck travel plaza					P
Automobile sales and display		P			
Automobile supply (retail)	P	P		P	
Automotive repair	P	P		P	
Automotive wash	P	P		P	P
Bakeries	P	P		C	
Banks	P	P	P	P	P
Building material sales yard, lumberyard		P			P

Childcare, including daycare	P	P	A	A	
Commercial entertainment	P	P			P
Consumer fireworks sales	P	P	P	P	P
Convenience stores/gas stations	P	P		P	P
Dance studio	P	P		P	
Domesticated animal boarding/kennels	P	P		A	
Drinking places	P	P	A	A	
Farm machinery and mobile home sales and repair		P			P
Fitness center	P	P	A	P	
Funeral homes and mortuaries	P	P		P	
Grocery store	P	P		P	
Hair salon	P	P	A	P	P
Hospitals	SP	SP	P		
Hotel, motel or motor lodge	P	P	P	P	
Launderette and similar business using only nonflammable solvents	P	P			P
Laundry, repair, dry cleaning and pick up	P	P	A	P	
Libraries	P	P	P	P	
Medical office, clinic	P	P	P	P	
Millwork		P			
Ministorage		P			
Monument sales and engraving		P			
Movie theater	P	P		P	
Museums	P	P	A	P	
Nurseries and greenhouses	P	P			
Nursing homes	SP	SP			
Photographic studios	P	P		P	
Printing and/or publishing house		P			

Professional offices	P	P	P	P	P
Religious institutions	P	P		SP	
Restaurant, fast food	P	P	P	P	P
Restaurant, fast food drive-through	P	P		P	
Restaurant, full service sit down	P	P	P	P	P
Retail	P	P		P	
Schools, Elementary and Secondary	SP	SP	SP	SP	
Schools, Post-Secondary	P	P	P	P	
Sheet metal shop		P			
Small engine/lawn mower repair shop	P	P			
Storage warehouse, provided no outside storage shall be permitted		P			
Utility substations	SP	SP		SP	SP
Veterinary clinic and hospital	P	P		P	
Key: P = Permitted C = Conditional A = Auxiliary SP = Special Permitted Use					

SECTION 3. AMENDMENT- DEFINITIONS. In Title 11, Chapter 2 (entitled “Definitions”), Section 11-2-1-19 (entitled “Words beginning with “S.”), is hereby amended by adding the following words and terms:

EEE. “Schools, Elementary and Secondary” means an educational institution consistent with NAICS Code 6111 Elementary and Secondary Schools and having an established curriculum the same as ordinary given in the local public school system. Student housing or dormitories are not included in this definition.

FFF. “Schools, Post-Secondary” means an educational institution consistent with NAICS Codes 6112 Junior Colleges, 6113 Colleges, Universities, and Professional Schools, and 6114 Business Schools and Computer and Management Training. Student housing or dormitories, student recreational centers, athletic facilities, and similar supporting uses commonly associated with post-secondary schools are not included in this definition.

GGG: "Schools, Technical and Trade" means an educational institution consistent with NAICS Code 6115 Technical and Trade Schools. For zoning purposes, technical and trade schools shall be interpreted to be the same use category as the job specific training it provides.

SECTION 4. AMENDMENT- SPECIAL USE PERMIT. In Title 11, Chapter 3 (entitled "Board of Adjustment"), Section 11-3-6 (entitled "Special Use Permit"), is hereby amended by adding the following:

E. Growth Plan for Elementary and Secondary Schools. In granting a special use permit related to Elementary and Secondary Schools, a growth plan forecasting the student, staff, and facility needs over an approximately 10-year period shall be provided.

SECTION 5. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024" in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be judged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2024.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____, 2024.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____, 2024.

CERTIFIED BY:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM:

DATE: December 12, 2024

RE: 2nd Consideration of Proposed Ordinance No. 1155 - Regarding Provisions Pertaining to Sidewalk Liability

SYNOPSIS:

Since the public hearing, staff has not received any comments regarding the proposed ordinance amendment. At this time, staff would recommend approval of the 2nd Consideration of Ordinance #1155 Regarding Provisions Pertaining to Sidewalk Liability.

Please feel free to contact Mark Mertens at mmertens@cityofclive.com or at 515-223-6221 prior to the meeting if you have any questions or need additional information.

Attachments:

1. 1 - Sidewalk Memo - Attorney
2. 2 - Ordinance
3. 3 - 2023 Sidewalk & Shared Use Path Inspection and Repair Policy

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2024 CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO SIDEWALK LIABILITY

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. SECTION MODIFIED. Title 7, Chapter 2, Section 2 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

7-2-2 DUTY OF ABUTTING PROPERTY OWNERS. Every property owner is required to maintain, at their own expense, the public sidewalk, shared use path, or public right-of-way on that length and side of the public street or streets to which said property owner's property abuts in accordance with the City's sidewalk/shared use path/public right-of-way inspection and repair policy ("repair policy") approved by the Council. This obligation to maintain includes, without limitation, the duty to keep the public sidewalk, shared use path, or public right-of-way open and in a safe condition free of defects, debris, nuisances, obstructions, or any other hazard, snow and ice, and other obstacles as required by this chapter, and in a reasonable state of repair so as not to present a hazard to persons using the public sidewalk, shared use path, or public right-of-way. Provided, however, that this section shall not be construed to require a property owner to take any action with respect to a public sidewalk, shared use path, or public right-of-way when said action is made necessary by the excavation or other activity of the City or a public utility. The abutting property owner may be liable for damages caused by the failure to use reasonable care in the removal of snow or ice from the sidewalks.

(Code of Iowa, Sec. 364.12(2)(c))

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2024.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2024.

CERTIFIED BY:

Matthew D. Graham, City Clerk

CITY OF CLIVE, IOWA

Public Sidewalk/Shared Use Path Inspection and Repair Policy



INTRODUCTION

A safe, accessible and connected sidewalk and shared use path system is an integral component of what makes the City of Clive a “Great Place to Live: the Premier Location for Families”. Ensuring that the system is designed well and constructed to appropriate standards are key elements in achieving the desired usability of the system for the general public. As important as the design and construction, the periodic maintenance of the system is just as important to reach a useful life in excess of 50-years.

The purpose of the Public Sidewalk/Shared Use Path Inspection and Repair Policy is to establish a standardized and objective process to ensure that the system is safe and able to provide the desired level of service over time.

Iowa Code 364.12(d) and the Clive Code 7-2-2 places on each property owner the responsibility for repair and maintenance of sidewalks and shared use paths. This policy is intended to provide clarity around property owner expectations related to compliance with their responsibility to maintain the system.

KEY DEFINITIONS (Section 7, Chapter 2- Clive City Code):

PROPERTY: Land situated in the city, whether or not improved with buildings or other structures.

PROPERTY OWNER: A person who, alone or with another person or other persons, holds the legal title to property; except, however, where property has been sold on contract to a person who has the present right to possess the property and the contract has been filed for record in the office of the Polk County recorder or the Dallas County recorder, the person so purchasing the property, whether alone or with another person or other persons, is the "property owner" and not the person retaining bare legal title to the property as security for the balance of the purchase price.

PUBLIC SIDEWALK: That portion of a street between the curb line, or the lateral line of a roadway, and the adjacent property line or within easements on private property that is paved or improved and intended for use by pedestrians. In accordance with Section 12-5-9, a public sidewalk must be a minimum of four (4) feet in width. A sidewalk's primary purpose is to provide pedestrians with connections to neighborhoods, shopping centers, businesses and other venues of interest.

SHARED USE PATH: A paved pathway, typically from eight (8) to twelve (12) feet in width, physically separated from motorized vehicular traffic within the roadway right-of-way or within an easement adjacent to the roadway right of way. Primarily used by pedestrians and bicyclists, shared use paths are also used by joggers, skaters, wheelchair users (both nonmotorized and motorized). A shared use path's primary purpose is to provide pedestrians with connections to trails, other neighborhoods, shopping centers, businesses and other venues of interest. In addition, the shared use path may be used for recreational purposes.

DUTY OF ABUTTING PROPERTY OWNERS (Section 7, Chapter 2- Clive City Code):

Every property owner is required to maintain, at his or her own expense, the public sidewalk or the shared use path on that length and side of the public street or streets to which said property owner's property abuts in accordance with the City's Sidewalk/Shared Use Path Inspection and Repair Policy ("Repair Policy") approved by the City Council. This obligation to maintain includes, without limitation, the duty to keep the public sidewalk and a minimum of four (4) feet of the shared use path adjacent to the property owner's property open, free of debris, snow and ice, and other obstacles as required by this chapter and in a reasonable state of repair so as not to present a hazard to persons using the public sidewalk or shared use path; provided, however, that this section shall not be construed to require a property owner to take any action with respect to a public sidewalk or shared use path when said action is made necessary by the excavation or other activity of the City or other utility provider.

ANNUAL INSPECTION PROCESS:

As generally defined in the Sidewalk Repair Program Timeline as shown on Appendix A, the City will be responsible for annually inspecting public sidewalks and shared use paths. It is the City's goal to inspect every sidewalk and shared use path at least once every 8 years. For general community reference and organization of the inspection process, the City will be divided into 4 zones as shown on Appendix B- Sidewalk Repair Program Inspection Zones.

The City will inspect sidewalks and shared use paths, sidewalk ramps and mailbox connectors within the determined zone until approximately 100 properties are identified as needing a sidewalk and/or shared use path repair. In the subsequent year, the City will continue inspecting within that zone until all sidewalks/shared use paths have been inspected. Once the inspections are complete in one zone, the City will move into the next adjacent zone. The annual inspection process will continue each year.

City inspections shall be completed by the Community Development Department to determine if any of the public sidewalks and/or shared use paths need repair based on the standards defined on the Sidewalk/Shared Use Path Repair Criteria listed in Appendix C.

If a sidewalk or shared use path is found to need repair, the City will notify the property owner by mail. The Sidewalk Repair Program Notice will outline the property owner's responsibility to complete the repair and communicate the options for self-repair or City initiated repair.

In early spring following the Sidewalk Repair Program Notice, the City will mail a certified Sidewalk Repair Notice to the property owner. The notice will identify the specific repair needs, a deadline for completion of the repair, and the costs associated with City initiated repair.

It shall be the property owner's choice to complete the required repair themselves (individually or through contracted services) or request that the City complete the repair through the Sidewalk Repair Program.

If the property owner chooses to request that the City complete the repair through the Sidewalk Repair Program, the City will solicit a contractor to complete the repair prior to October 1st.

COMPLAINT INSPECTION PROCESS:

When a sidewalk and/or shared use path complaint is submitted to the City outside of the annual inspection process, the City will review the complaint, determine if a repair is necessary based on the Sidewalk/Shared Use Path Repair Criteria, and, if necessary, mail a certified Notice to Repair to the property owner.

If the repair is not completed within 45 days by the property owner, the City shall cause the repair of the sidewalk/shared use path to be completed as quickly as reasonably possible and the property owner shall be responsible to pay the cost of the repair once it has been completed.

PERMITTING AND REPAIR PROCEDURES:

Any person required to repair a sidewalk or shared use path shall, prior to commencing any work, review the Sidewalk Repair How-to-Guide shown in Appendix "D" and apply for a Sidewalk/Shared Use Path Repair permit shown in Appendix "E" from the Community Development Department. There shall be no cost associated with the application for a Sidewalk/Shared Use Path Repair.

The Community Development Department is authorized to inspect and approve the manner and method of repair of any sidewalk or shared use path subject to this policy. The property owner/contractor completing the repair shall schedule an inspection when the slab has been lifted and subgrade has been brought to the proper elevation, forms have been set for the slab replacement, or the surface has been ground or patched. In the case of slab replacement, an additional inspection shall be called for after the removal of forms; backfill and seeding have been completed.

SHARED USE PATH: Unlike a sidewalk in which the property owner has the option to self-repair or request a City initiated repair, all required repairs to shared use paths shall be completed through the City initiated repair process. This is done because shared use paths and/or trail sections require different specifications and construction procedures than a standard sidewalk.

REPAIR COSTS:

All costs associated with the repair of a sidewalk during the Annual Inspection or Compliant Inspection process shall be responsibility of the property owner. In the event that the property owner chooses to have the City initiate the repair, the City will submit an invoice to the property owner for the actual costs of the repair. The property owner shall have 30 days to pay the invoice to the City.

Any costs associated with repair to a required handicap accessible sidewalk intersection ramp or mailbox connector shall be the City's.

The cost of repair associated with a shared use path, shall be shared equally between the property owner and the City. Upon completion of the repair by the City, an invoice in the amount of 50% of the actual cost of the repair shall be mailed to the property owner. The property owner shall have 30 days to pay the invoice to the City.

Following a Notice to Repair (Compliant Inspection), if the repair is not completed within 45 days by the property owner, the City shall cause the repair of the sidewalk. Upon completion of the repair by the City, an invoice for the actual cost of the repair plus an administrative fee of \$70.00 shall be mailed to the property owner. The property owner shall have 30 days to pay the invoice to the City.

Any unpaid invoices will be collected in the same manner as a property tax assessment. Following notice to the property owner, the City Council may approve an itemized assessment schedule, verifying the repair expenditures, and a legal description of the property adjacent to the sidewalk on which the repair was completed. A \$50 administrative filing fee will be added to any assessment filed with the County.

An assessment in an amount greater than \$500 may be spread over a ten-year period at an interest rate of 7%. Any costs less than \$500 will be assessed in one installment.

UNKNOWN PROPERTY LINES

The City will utilize commonly available parcel and plat information to identify the location of property lines in the determination of which property is associated with a needed repair. It shall be the responsibility of the property owner to notify the City if they believe that the identified repair is not associated with their property. If a repair overlaps a property line, a Notice to Repair will be sent to both properties and they will share in the cost of repair proportionately based on the quantity of repair on each property.

DOCUMENTATION:

The City will maintain Sidewalk Repair Program documentation associated with the annual inspection process, the identification of repair needs and the completion of the repair. The data will be available as a public record and will be utilized by the City to periodically evaluate the performance of the program.

DISCLAIMER:

This Sidewalk/Shared Use Path Inspection and Repair Policy is not intended to create and should not be construed in any manner as creating a guaranty that all hazardous conditions associated with the public sidewalk system are eliminated by the City's efforts to maintain public sidewalks in accordance with this Policy.

This policy document is intended to be periodically updated to reflect changes in prioritization, program guidance and best management practices as determined by the City Council to be in the best interest of maintaining a safe, accessible and connected sidewalk and shared use path system in the City of Clive.

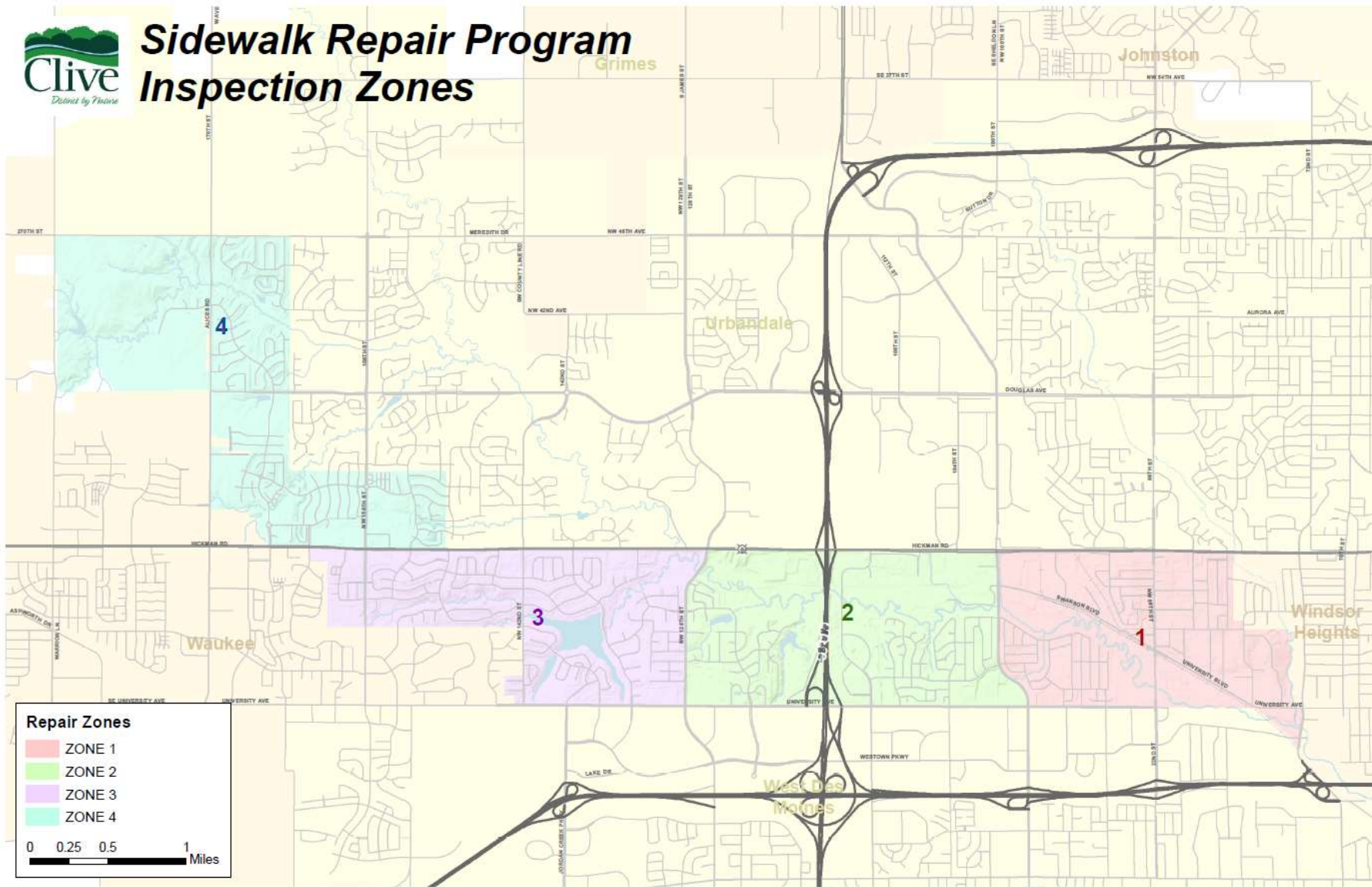
APPENDIX “A”- SIDEWALK REPAIR PROGRAM TIMELINE

General Timeline For Sidewalk Repair Program- The following timeline will be used by staff to administer the program. The specific dates for individual tasks and deadlines will be determined in July of each program year.

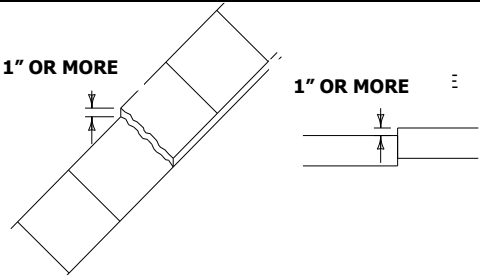
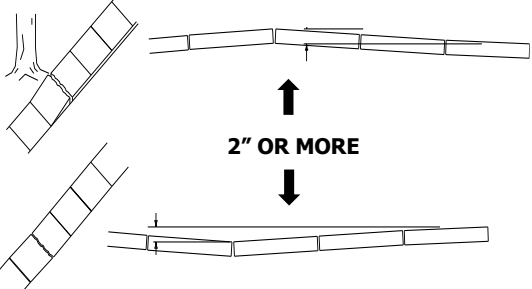
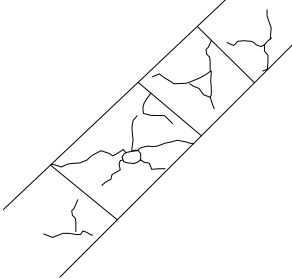
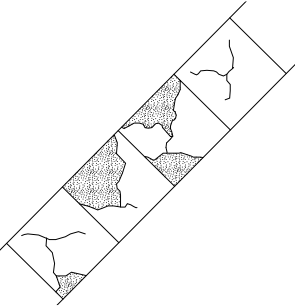
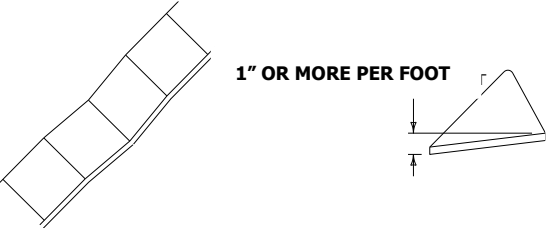
<u>August</u> --	Community Development staff submit City newsletter article identifying general location of Sidewalk Repair Program inspection area (September Newsletter)
<u>Sep-Oct</u> --	CD staff review sidewalk conditions, mark deficiencies, and document repair needs
<u>Nov</u> --	Mail Sidewalk Repair Program notice outlining property owner obligation and repair process
<u>Jan</u> --	Develop Sidewalk Repair Program Request for Proposal, solicit responses and manage Bid Opening
<u>Feb</u> --	Prepare recommendation to award Sidewalk Repair Program contract
<u>March</u> --	Mail Sidewalk Repair Notice to property owner including cost of repair
<u>Mar- May</u> --	Inspect sidewalk repairs completed by property owners
<u>May</u> --	Deadline for property owner to complete repair
<u>June</u> --	Finalize sidewalk repair needs and prepare contractor repair list
<u>June-Sept</u> --	Inspect sidewalk repairs and manage contractor performance
<u>Sept</u> --	Deadline for contractor to complete repair list
<u>Oct-Nov</u> --	Mail Sidewalk Repair Invoice to property owners
<u>Dec</u> --	Mail Sidewalk Repair Invoice Payment Reminder to property owners
<u>Jan</u> --	Submit list of unpaid Sidewalk Repair Invoices to Administrative Services Department to collections through Special Assessment process



Sidewalk Repair Program Inspection Zones



APPENDIX "C"- SIDEWALK/SHARED USE PATH REPAIR CRITERIA

 1" OR MORE 1" OR MORE	<u>Repair Code "A"</u> The sidewalk has cracked or separated with a vertical edge of (1") one inch or more. <u>Applying patch material as a "ramp" or "fill" transition is prohibited with a Repair Code A, B, or E.</u>	
 2" OR MORE	<u>Repair Code "B"</u> The sidewalk has raised or settled more than (2") two inches in (12') twelve feet from the normal line of grade of the sidewalk. <u>Applying patch material as a "ramp" or "fill" transition is prohibited with a Repair Code A, B, or E.</u>	
	<u>Repair Code "C"</u> The sidewalk has cracked into more than three pieces per 4'x4' square and sections are distorted or distressed with a vertical height difference of (1/2") one-half inch or more, or a horizontal separation of (1") one inch or more or has cracked and part of the sidewalk is missing, forming holes.	
	<u>Repair Code "D"</u> Sidewalk surface has deteriorated to a degree that the surface is gone causing the accumulation of loose material.	
 1" OR MORE PER FOOT	<u>Repair Code "E"</u> The sidewalk has settled or for some other reason is sloped or tilted more that (1") one inch per foot toward either side. <u>Applying patch material as a "ramp" or "fill" transition is prohibited with a Repair Code A, B, and E.</u>	

REPAIR CODE A

When inspecting adjacent sidewalk/shared use path panels which fall under the standard repair Code A of the Sidewalk/Shared Use Path Repair Policy, the inspector shall determine the defective sidewalk/shared use path panel(s) to mark for repair/replacement by evaluating the following factors:

1. The sidewalk/shared use path panel(s) that most nearly reflect the proper grade or best condition of the adjacent panels should remain.
2. The overall finished alignment of the sidewalk/shared use path panel(s) when repair is complete should be the most uniform alignment.
3. The sidewalk/shared use path panel(s) that have changed position will be considered for replacement as it has created the hazard and its replacement will provide a more uniform overall sidewalk/shared use path grade.

REPAIR CODES A, B, OR E

Sidewalk/shared use path panel(s) marked as defective under Repair Codes A, B, or E may be repaired without total replacement if the sidewalk panels are in otherwise good condition and in one piece. The sidewalk/shared use path panel(s) may be jacked up and the subgrade excavated or filled and the sidewalk/shared use path panel(s) reset to a safe uniform grade condition. Repositioning existing panels may be done under the direction of the City's designated inspector.

Sidewalks/shared use path panel(s) marked as defective under Repair Code A may also be able to be ground down to eliminated the defect. As noted in the "how to guide", for every 1/4" (inch) of vertical separation 3" (inches) shall be tapered. Applying patch material to provide a "ramp" or "fill" transition is prohibited with Repair Codes A, B, and E.

Please refer to the Sidewalk Inspection Form mailed to you to see if your sidewalk/shared use path panel(s) can be lifted or ground.

REPAIR CODES C OR D

Sidewalk/shared use path panel(s) marked as defective under Repair Codes C or D generally require complete replacement of these conditions. In rare occasions using a patch material may be adequate. Please refer to the Sidewalk Inspection Form mailed to you to see if your marked sidewalk/shared use path panel(s) will need full replacement or if patch material would be allowed.

APPENDIX “D”- SIDEWALK/SHARED USE PATH REPAIR GUIDE

SIDEWALKS/SHARED USE PATHS

FULL PANEL REPLACEMENT GUIDE:

THE PROCESS:

- A. Prior to any work being done, apply for a Sidewalk/Shared Use Path Repair Permit from the Community Development Department.
- B. Prior to any excavation, it is the responsibility of the person doing the work to contact Iowa One Call (811) at least 48 hours before work commences.
- C. The sidewalk contractor or property owner shall contact the Community Development Department at 515-223-6221 to schedule a sidewalk installation (pre-pour) inspection a minimum of 24 hours prior to pouring any concrete. An inspector will review the layout and forms to ensure compliance with the minimum sidewalk design standards.
- D. Upon an approved installation (pre-pour) inspection the sidewalk may be poured and finished. Following the concrete placement and finishing, the sidewalk should be backfilled with clean dirt and any disturbed areas shall have grass seed applied.
- E. Once the sidewalk has been poured and finished, the forms removed, the sidewalk has been backfilled, grass seed has been applied to the disturbed areas, and construction debris removed, a final inspection is required. Contact the Community Development Department at 515-223-6221 to report that the installation has been completed and an inspector will do a final inspection to close out the project.
- F. The sidewalk closure/construction must be completed within 14 days after work has begun.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

CROSS SLOPE:

- A. In general, for drainage purposes, all sidewalks shall slope to the street at a rate of not more than 1/4" (inch) per foot. On rare occasions when the sidewalk is below the curb height of the street, the sidewalk will be allowed to slope away from the street at a rate not more than 1/4" (inch) per foot.

MATCHING EXISTING WALKS:

- A. The width and location of a new sidewalk shall be varied to match the width and location of existing sidewalks in the area. However, the sidewalk width shall not be reduced to less than 4' (feet).

- B. Sidewalk cross slope may be varied through a gradual transition to match existing adjoining walks. Contact the Community Development Department at 515-223-6221 if existing adjoining walks vary significantly from existing standards.

MATERIAL AND THICKNESS:

- A. Sidewalks shall be constructed of Portland Cement Concrete with not less than 4000 psi mix. Bag concrete is allowed if it has a rating not less than 4000 psi.
- B. Where the sidewalk crosses the driveway, the thickness shall not be less than 6" (inches) thick for residential properties and no less than 7" (inches) thick for commercial properties.
- C. Sidewalks greater than 5'(feet) wide must have a minimum thickness of 5" (inches) or match existing thickness, whichever is greater.

JOINTS AND FINISH:

- A. Sidewalks shall have a uniform texture with a broom finish.
- B. Tooled joints are permissible on sidewalks with less than 6' (feet) width. The joint depth shall be 1/3 the sidewalk thickness. The joint width shall be minimized.
- C. Sawed joints are permissible for all widths of sidewalks. The joint depth shall be 1/3 the sidewalk thickness.
- D. Sidewalk joints shall be spaced evenly to provide a finished look of evenly spaced square panels.
- E. Transverse and longitudinal expansion joints shall be installed around the sidewalk through a driveway to isolate it. Expansion joints shall also be placed at property lines and when the sidewalk is adjacent to curb ramps or the common square of a curb ramp.
- F. Expansion joints shall be constructed by installing a minimum of 1/2" (inch) thick strip of non-extruded, pre-molded joint material for the **full depth** of the concrete. Any expansion material protruding above the finished work shall be carefully trimmed to the level of the abutting concrete.
- G. The contractor shall remove all material which will be displaced by the sidewalk, including all soft, spongy base, and all vegetation or other perishable matter. Sidewalk sub-grade should be brought to a firm, unyielding surface by tamping with a hand tamper. Vibrating tampers will be permitted when granular sub-grade is used. Compacted 3/4" (inch) road stone or approved equal is an acceptable granular sub-grade (sand is prohibited).

LIFTING/MUDJACKING GUIDE:

APPROVED FIX:

- A. Lifting panels is only allowed in special circumstances. The sidewalk inspection report mailed to you will specify whether or not lifting panels is allowed as a fix for your sidewalk. Please review the sidewalk inspection report and contact the Community Development Department at 515-223-6221 if you have any question or concerns.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

ACCEPTABLE REPAIR:

- A. Final results must be level with adjacent panels and must align with the original linear design grade. This may require raising more than one panel to achieve the desired results.
- B. Final results shall not leave any panels in a condition that is worse than existing condition prior to work being done.

GRINDING TRIP HAZARD GUIDE:***APPROVED FIX:***

- A. Grinding is only allowed in special circumstances. The sidewalk inspection report mailed to you will specify whether or not grinding is allowed as a fix for your sidewalk. Please review the sidewalk inspection report and contact the Community Development Department at 515-223-6221 if you have any questions or concerns.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

ACCEPATABLE REPAIR:

- A. The vertical rise causing the trip hazard must be ground down so that the two adjacent panels are level with one another without any vertical separation between them. The ground concrete taper must be spread and uniform for a smooth transition.
- B. For every 1/4" (inch) of vertical separation 3" (inches) shall be tapered. For example, a 1" (inch) trip hazard would require a 12" (inch) taper.

PATCHING GUIDE:***APPROVED FIX:***

- A. Patching is only allowed in special circumstances. The sidewalk inspection report mailed to you will specify whether or not patching is allowed as a fix for your sidewalk.

Please review the sidewalk inspection report and contact the Community Development Department at 515-223-6221 if you have any questions or concerns.

TRAFFIC CONTROL:

- A. Sidewalks under construction shall be barricaded or fenced to protect pedestrians from all construction activity. All items associated with traffic control shall be promptly removed following construction.

ACCEPTABLE REPAIR:

- A. If your sidewalk inspection report states that you are allowed to use patch material to fill holes you must use a pre-mixed vinyl concrete patch product or a pre-mixed cement patch product available at most hardware or box stores.
- B. Completed work must be smooth and level with existing concrete within the panel. The finished work must be done in a way as to not cause a slip hazard.

APPENDIX "E"- SIDEWALK/SHARED USE PATH REPAIR PERMIT



CITY OF CLIVE SIDEWALK/SHARED USE PATH REPAIR PERMIT

Complete and return to the City in the enclosed envelope.

Return to: City of Clive
Community Development Department
1900 NW 114th Street
Clive, Iowa 50325

DATE: _____

PROPERTY ADDRESS: _____

NAME OF PROPERTY OWNER: _____

DAYTIME PHONE: _____

ADDRESS OF PROPERTY OWNER: _____

(IF DIFFERENT THAN ABOVE) _____

☐ I AM HIRING MY OWN CONTRACTOR

CONTRACTOR NAME: _____

ADDRESS/PHONE NO: _____

☐ I REQUEST THE CITY TO PERFORM THE WORK AND BILL ME ACCORDINGLY
(CITY WILL ONLY DO FULL PANEL(S) REPLACEMENT)

=====

☐ I AM PERFORMING THE WORK MYSELF

SCOPE OF WORK IF DOING YOURSELF OR HIRING YOUR OWN CONTRACTOR

☐ REPLACING PANEL ☐ LIFTING PANEL ☐ GRINDING PANEL (ONLY IF APPROVED)

☐ FILLING HOLES WITH APPROVED PATCH (ONLY IF APPROVED) ☐ OTHER (PLEASE EXPLAIN)

All work must be inspected and approved by the Community Development Department. Contact the department at 515-223-6221 a minimum of 24-hours in advance to schedule an inspection.



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: December 12, 2024

RE: Resolution Approving - Amendment #3 – Stantec Consulting Services, Inc. – Little Walnut Creek Restoration and Trail Construction - \$209,111.00

SYNOPSIS:

Staff is recommending approval of the attached Professional Services Agreement Amendment in the amount of \$209,111.00 with Stantec Consulting Services, Inc. for Phase 2 design services along Little Walnut Creek in the Northwest Neighborhoods between Warrior Lane and the Clive/Urbandale corporate boundary east of Alice's Road. The proposed scope of services amends Stantec's Phase 2 contract previously approved in January of 2023 and includes the following additional work items requested by the city and required for successful completion of design and construction permitting:

1. Project Management Extension – item covers contract schedule due to delays from DNR floodplain permitting and extensive design review coordination. The permit and review delays impact anticipated construction and maintenance sequence for all five sub-projects (stream east, trail east, stream west, trail west, comprehensive ecological restoration east and west). The extended schedule reflects the overhead during permit and assistance during bidding phase.
2. Stream Stabilization Design – item covers atypical modifications requested by DNR floodplain. The requested design changes are reflected in the deliverables with changed details, grading, and specifications.
3. Mitigation Banking Instrument boundary updates – item covers boundary modifications and resubmittal of instrument draft requested by staff. US Army Corps had concerns about an existing conservation easement. The requested updates remove the area of concern and require re-issue of the banking narrative and supporting documentation.
4. Additional Tasks to Support Floodplain Permit Approval – item covers additional 2D modeling scope

Please feel free to contact me at rtokuhisa@cityofclive or (515) 223-6231 prior to the meeting if you have any questions or concerns.

Attachments:

1. Stantec LWC ESA_Phase 2_Amdt3_EXHIBIT DETAIL
2. Stantec LWC ESA_Phase 2_Amdt3_EXHIBIT
3. Stantec LWC ESA_Phase 2_Amdt3_RESOLUTION

Task Summary - Change Order #3
Clive - Little Walnut Creek
December 2024

	TOTAL HOURS	TOTAL FEE
Task 1 - Project Management Extension (2024/2025)	240	\$59,571
1.1 Client communication/coordination (60 weeks)	94	\$16,723
1.2 Monthly Meeting Attendance	52	\$9,074
1.3 Monthly Meeting Preparation	35	\$6,101
1.4 Internal Team Coordination	59	\$10,129
1.5 - JEO		\$17,544
Task 2 - Stream Stabilization (2024)	134	\$21,230
2.1 Floodplain Permit Modification	40	\$6,600
2.2 Wetland Impact 404 Permit Modification	30	\$4,710
2.3 MN-SQT Assessment (East)	32	\$4,960
2.4 MN-SQT Assessment (West)	32	\$4,960
Task 3 - MBI Update (2024/2025)	457	\$72,780
3.1 Agency/Clive coordination	17	\$2,796
3.2 Update MBI with new boundary	280	\$44,472
3.3 Prepare 2nd permit package for West Stream	160	\$25,512
Task 4 - LAG Elevations and 2D Modeling (2024)	308	\$51,800
4.1 LAG Elevations		\$1,840
4.2 2D Modeling - East Stream (Completed)	105	\$17,485
4.3 2D Modeling - West Stream (Anticipated)	203	\$32,475
SUBTOTAL	1,139	\$205,381
Increase in Fee for 2024 and 2025 Billing Rates		\$3,730
TOTAL AMOUNT - CHANGE ORDER #3		\$209,111

	Rate	2024	2025	2024	2025	2024	2025	2024	2025		
	Name	\$181	\$189	\$165	\$172	\$169	\$176	\$149	\$155		
	Role	Kellie Schlegel		Will Stanley		Sarah Harding		Debbie Chapman			
Task 1 - Project Management Extension		Project Manager		Stream/MBI Task Lead		Trails Task Lead		Project Manager Asst		TOTAL HOURS	TOTAL FEE
1.1 Client communication/coordination (60 weeks)		40	20	20	10	3	1			94	\$16,723
1.2 Monthly Meeting Attendance		15	6	15	6	6	4			52	\$9,074
1.3 Monthly Meeting Preparation		10	4	10	4	5	2			35	\$6,101
1.4 Internal Team Coordination		20	10	7	3	3	1	10	5	59	\$10,129
	Total Hours	85	40	52	23	17	8	10	5	240	
	Total Fee	\$15,385	\$7,560	\$8,580	\$3,956	\$2,873	\$1,408	\$1,490	\$775		\$42,027

JEO CONSULTING GROUP, INC - FEE PROPOSAL												
Stantec - Clive Little Walnut Creek Trail - Trail Design Amendment #3												
JEO PROJECT NO: 202155.00												
Name	ABB	Classification								Project Bill Rate		
Michael Mitchell	PM	Project Manager								\$	217	
Joey Riley	PE	Lead Design Engineer								\$	148	
Cassidy Stone	EIT	Designer/Drafter								\$	133	
Danny Sturm	QC	Quality Control								\$	250	
Amanda Adams	ADM	Admin								\$	80	
Task	Estimated Hours by Classification and Task								Cost (\$)	Task Total Hours	Estimated Fee	
	PM	PE	EIT	QC	ADM	'	'	'				
Task 1.1A: Additional Project Management and Coordination (East)	36	0	0	0	12	0	0	0		48	\$ 8,772.00	
Additional coordination with Stantec (East)	12											
Additional workplanning and project management (East)	12				6							
Additional monthly invoices/billings and progress reports (East)	12				6							
Task 1.1B: Additional Project Management and Coordination (West)	36	0	0	0	12	0	0	0		48	\$ 8,772.00	
Additional coordination with Stantec (West)	12											
Additional workplanning and project management (West)	12				6							
Additional monthly invoices/billings and progress reports (West)	12				6							
Total Hours and Total Fee	72	0	0	0	24	0	0	0		96	\$ 17,544.00	
Classification	ABB			Est. Hours		Hourly Rate				Labor Costs		
Project Manager	PM			72		\$ 217.00				\$	15,624.00	
Lead Design Engineer	PE			0		\$ 148.00				\$	-	
Designer/Drafter	EIT			0		\$ 133.00				\$	-	
Quality Control	QC			0		\$ 250.00				\$	-	
Admin	ADM			24		\$ 80.00				\$	1,920.00	
	0	'		0		\$ -				\$	-	
	0	'		0		\$ -				\$	-	
	0	'		0		\$ -				\$	-	
Total Estimated Hours				96	Total JEO Labor Fees				\$	17,544.00		
Direct Non-Salary Expenses (Est)		Description				Rate		Quantity	Extended Amounts			
									\$	-		
									\$	-		
									\$	-		
									\$	-		
Total Direct Non-Salary Expenses									\$	-		
Total Fees for Project									\$	17,544.00		

	Rate (2024)				
	Name	\$165	\$149		
	Role	Will Stanley	Andy Sample		
Task 2 - Stream Stabilization	Stream/MBI Task Lead	GIS Support	Hours	TOTAL HOURS	TOTAL FEE
2.1 Floodplain Permit Modification	40			40	\$6,600
2.2 Wetland Impact 404 Permit Modification	15	15		30	\$4,710
2.3 MN-SQT Assessment (East)	12	20		32	\$4,960
2.4 MN-SQT Assessment (West)	12	20		32	\$4,960
	Total Hours	79	55	134	
	Total Fee	\$13,035	\$8,195		\$21,230

	Rate	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025	2024	2025		
Name	\$181	Kellie Schlegel	\$189	\$165	\$172	\$165	\$172	\$169	\$176	\$149	\$155	\$149	\$155	\$169	\$176		
Role		Project Manager		Will Stanley		Abby Harris		Jon Ricketts		Andy Sample		Samuel Withers		Jake Aronson			
				Stream/MBI Task Lead		MBI Support		Stream Designer		GIS Support		Drafting Support		MBI Reviewer		TOTAL HOURS	TOTAL FEE
Task 3 - MBI Update										Hours							
3.1 Agency/Olive coordination	2			8.25		6.5										17	\$2,796
3.2 Update MBI with new boundaries				112				40		60		60		8		280	\$44,472
3.3 Prepare 2nd permit package for West Stream				42	18			14	6	55	24					160	\$25,512
Total Hours	2	0		162	18	7	0	54	6	116	24	60	0	8	0	457	
Total Fee	\$362	\$0		\$26,771	\$3,096	\$1,073	\$0	\$9,126	\$1,056	\$17,284	\$3,720	\$8,940	\$0	\$1,352	\$0		\$72,780

	Rate (2024)	\$1,840	\$181	\$165	\$165	\$169	\$149	\$169	\$169	\$181		
	Name	JEO	Kellie Schlegel	Will Stanley	Chris Jaros	Joe Rungee	James Mason	Daniel Hoffman	Michael Sendelbach	Josh Gilman		
	Role	Survey Subconsultant	Project Manager	Stream/MBI Task Lead	1D Modeling Lead	2D Modeling Lead	2D Modeling	2D Modeling	2D Modeling ITR	Stream Technical Lead	TOTAL HOURS	TOTAL FEE
Task 4 - LAG Elevations and 2D Modeling												
4.1 LAG Elevations (Completed)		N/A										\$1,840
4.2 2D Modeling - East Stream (Completed)			0.5	8	23	11.5	26	0.75	7.5	28	105.25	\$17,485
4.3 2D Modeling - West Stream (Anticipated)			2	40	24	32	80	3	22		203	\$32,475
	Total Hours		3	48	47	44	106	4	30	28	308	
	Total Fee	\$1,840	\$453	\$7,920	\$7,755	\$7,352	\$15,794	\$634	\$4,986	\$5,068		\$51,800

		Date	4 December 2024
"Stantec"	Stantec Consulting Services Inc.	Stantec Project #	193806064
		Stantec Pipeline #	942347
	733 Marquette Ave S, Suite 1000 Minneapolis, MN 55402 Ph: (612) 712-2125 email: kellie.schlegel@stantec.com		
Client	City of Clive	Client Project #	
	1900 N.W. 114th St. Clive City Hall, Clive, IA 50325-7077 Ph: (515) 223-6231 email: rtokuhisa@cityofclive.com		
Project Name and Location:	Little Walnut Creek Restoration and Trail Construction	Change Order #	03

This is authorization for Stantec to perform additional services on the project as noted above.

Stantec agrees to perform the following additional service(s):

AS-1 Project Management Extension (Task 1)

Stantec is requesting additional project management fee due to an extension in the project schedule. Stantec's original contract (approved on 1-12-2023) for this project ended 1-14-2024. During spring and summer 2023, however, the City faced a number of complex and important decisions that required more consideration and coordination internally among staff than the initial schedule had allotted. Examples of this included developing the final mitigation bank boundary and decisions about the number of trail bridges across LWC west of Alice's Rd. The banking boundary delay, in particular, put a hold on most other project tasks including developing the draft MBI, ecological restoration plans, and the West Trail design.

After discussions with the City of Clive in January of 2024 regarding a revised schedule, the anticipated project completion date was extended to May 1, 2025, an addition of roughly 16 months to the initial schedule. We anticipate that all major deliverables should be completed by this date.

The scope of the Project Management task, as outlined in the executed contract, includes regular communication between Stantec, Clive, and subconsultant staff. It also includes the facilitation of twelve (12) monthly meetings. The monthly meetings require preparation time including coordination of agenda and preparation of slides; in addition to attendance at the monthly meetings by the Stantec Project Manager and technical leads.

Tasks 1.1-1.4: Additional Project Management (Stantec): Stantec and City of Clive staff both recognize that this project requires a great deal of communication and coordination between all parties. With the extension of the project to May of 2025, we anticipate the same level of monthly effort to be required, including an additional 14 monthly meetings, and additional monthly communication and coordination efforts (both internal and external) including project schedule and deliverable tracking, resource management, and financial management.

Task 1.5: Additional Project Management (JEO): In addition to Stantec's additional Project Management fees, the project extension has also required additional project management effort from the trail design subconsultant, JEO. This additional effort is anticipated to be required through the revised trail deliverable and letting dates. This additional effort includes monthly coordination with Stantec and Clive staff, internal work planning and staff coordination, and project administrative support and accounting reviews.

AS-2 Stream Stabilization (Task 2)

Stantec is requesting additional design fees to complete the project as requested by the City of Clive. The initial design scope of the project was developed to address two stream restoration designs being the East and West sections of Little Walnut Creek divided by Alice's Road. Additional design services were required due to regulatory requests/preferences that are beyond what is typically required in a regulatory review as well as other out of scope items.

Task 2.1 – Floodplain Permit Modifications: At the time floodplain modeling and permitting for East Stream were initiated, the grading plan for the East Trail design was not complete so the model assumed that the trail would be built at grade. When the trail grading plan was completed, the City commented that the grade of the trail just east of Alice's Road and north of Little Walnut Creek needed to be raised to improve drainage. The design change was made, but the proposed work is located in the 100-year floodplain and partially in the floodway, requiring the floodplain permit to be modified. Updating and resubmitting the model and coordination with IDNR to facilitate the permit modification required time that was not scoped.

Task 2.2 – Wetland Impact 404 Permit Modifications: Similar to Task 2.1 above, at the time 404/401 permit for East Stream was issued, the grading plan for the East Trail was not complete so the permit assumed that the trail would be built at grade without wetland impacts. Raising the trail grade to improve drainage increased the grading footprint into several adjacent wetlands, requiring the 404/401 permit to be modified to include the wetland impacts. Analyzing wetland impacts, preparing a memo and map to document the impacts, and coordination with the Rock Island District Corps to facilitate the permit modification required time that was not scoped.

Task 2.3 – MN-SQT Assessment (East Stream): Responsive to regulatory feedback during permitting, Stantec completed a Stream Quantification Tool (SQT) assessment for East Stream to inventory existing stream functions for comparison to proposed conditions to support a reduction in stream length of approximately 12.5%. The length reduction was required to address excess stream bank erosion (tortuous meanders) onsite and create a stable, functioning geometry for the restored system. To support the length reduction in the permit, the agencies requested a functional assessment of stream function utilizing an SQT that had been developed for Minnesota to show that, although the project is proposed to decrease length or total resource quantity onsite, resource value will increase through implementation of the project.

Task 2.4 – MN-SQT Assessment (West Stream): Based on regulatory feedback received during East Stream permitting, Stantec anticipates the need to complete a Stream Quantification Tool (SQT) assessment for West Stream to support a reduction in stream length. The length reduction will be required to address instability in the system because similar existing conditions are present on the East and West sides of Alice's Road. Although assessment and reporting of baseline conditions are necessarily included in production of an MBI, reanalyzing and processing the data into the SQT format was not scoped as part of the MBI task given that Iowa is not a state where the SQT is typically used.

AS-3 Mitigation Banking Instrument Update (Task 3)

Stantec is requesting additional fees to revise the first draft mitigation banking instrument to a smaller footprint, if requested by the City of Clive. During project design, the City shared with Stantec that there is an existing mitigation commitment on a portion of the area proposed for the mitigation bank, Stream West between Westgate Parkway and Alice's Road.

Task 3.1: Agency/Clive coordination: At the request of the City, Stantec initiated regulatory coordination to assess whether the mitigation bank would be accepted as proposed, overlapping with the existing mitigation conservation easement. The Rock Island District Army Corps considered, but ultimately denied the request. However, they welcomed submission of a smaller stream and wetland mitigation bank on adjacent greenway land that is not already encumbered.

Task 3.2: MBI Updates for modified boundary: To right-size the mitigation banking instrument, the narrative and the majority of the appendices require updating, to include revisions to GIS map products and edits to the stream design plans showing the boundaries of the proposed bank.

Task 3.3: Prepare 2nd permit package for west stream: The Army Corps of Engineers is requiring two separate permit submittals for West Stream: One that includes the mitigation bank area, and the other that includes that part of the project outside of the bank. This will require a second full permit application, demarcation of the plans to indicate which parts of the project pertain to each permit application. In addition, these permits will go through separate review processes and require somewhat duplicative efforts throughout the permit process.

AS-4 Additional Tasks to Support Floodplain Permit Approval

As part of the project scope and permitting requirements, Stantec completed a 1-dimensional (1D) HECRAS model for the East Stream improvements. The 1-D modeling indicated a rise in flood elevation and encroachment onto private properties in several locations. At this point, IDNR requested completion of additional tasks to support permit approval.

Task 4.1: LAG Elevations: After review of the 1D model, the IDNR required that we provide lowest adjacent grade (LAG) elevations for nine (9) of the homes adjacent to the floodplain to better understand the potential impact of the project on these homes. JEO completed this additional survey work for a fee of \$1,840.

Task 4.2: 2D Modeling (East Stream): After discussing the counter-intuitive occurrence of the rise in flood elevations with the Iowa DNR, we were instructed that a 2-dimensional (2D) model, which is typically not acceptable for permitting applications, would be an acceptable deliverable to show that the proposed improvements will not increase the flood elevations or extend further into private property than the existing conditions. The City of Clive authorized Stantec to proceed with the 2D modeling for the East Stream improvements to satisfy the agency requirements. Ultimately, the 2D modeling showed favorable results (no adverse impacts as a result of the project) and the IDNR approved the permit.

Task 4.3: 2D Modeling (West Stream): We anticipate that 2D modeling will also be required for the West Stream improvements based on an early-stage review of the existing 1D model. The 2D modeling effort for the west stream will be significantly more than for east given the length of the west stream being approximately three times that of the east stream.

Billing Rate Increases

The original project was scheduled to be completed by December of 2023. Given the project extension into 2025, we are proposing to bill all currently-unbilled work that is within the original project scope, previously-approved change orders, or this change order at our current 2024 billing rates, or future 2025 billings rates. Work completed in 2024 would be billed using 2024 rates, while work completed in 2025 would be billed at 2025 rates. These rates are accounted for in the dollar amounts below for work accounted for in this Change Order #3.

To account for rate increases for work within the original project scope, we completed the following calculations:

- As of January 1, 2024, the remaining budget for this project was \$58,416.18.
- We assume that approximately 67% of the remaining work will be completed in 2024, with the remaining 33% completed in 2025.
- If we apply our 5% rate increase from 2023 to 2024 to 67% of the remaining budget, the revised budget is $(1.05) \cdot 67\% \cdot \$58,416.18 = \$41,095.78$
- If we apply our 5% rate increase from 2023 to 2024 and an estimated 4% rate increase from 2024 to 2025 to the remaining 33%, the revised budget is $(1.05) \cdot 33\% \cdot \$58,416.18 \cdot (1.04) = \$21,050.85$

- **The total budget increase is \$3,730.43** (\$41,095.78+21,050.85 - \$58,416.18)

Client agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

AS-1 Project Management Extension (2024 and 2025): \$59,571

- 1.1 – Additional 60 weeks (15 months) of client communication/coordination - \$16,723
- 1.2 – 14 Additional monthly meetings with Clive staff – \$9,074
- 1.3 – Preparation for 14 additional monthly meetings – \$6,101
- 1.4 – Additional 60 weeks (15 months) of internal team coordination/communication – \$10,129
- 1.5 – 15 months of Full Time Project Management (JEO) - \$17,544

AS-2 Stream Stabilization Design (2024): \$21,230

- 2.1 – Floodplain permit modification - \$6,600
- 2.2 – Wetland impact permit modification - \$4,710
- 2.3 – MN-SQT Assessment (East)- \$4,960
- 2.4 – MN-SQT Assessment (West) - \$4,960

AS-3 Mitigation Banking Instrument Update (2024 and 2025): \$72,780

- 3.1 – Coordination with agencies/Clive regarding MBI updates - \$2,796
- 3.2 – Update MBI with new boundary - \$44,472
- 3.3 – Prepare additional permit package for mitigation bank - \$25,512

AS-4 Additional Tasks to Support Floodplain Permit Approval (2024): \$51,800

- 4.1 – LAG Elevations – East Stream - \$1,840
- 4.2 – 2D Modeling - East Stream - \$17,485
- 4.3 – 2D Modeling - West Stream - \$32,475

Budget Increase due to Revised Billing Rates: \$3,730

Total: \$209,111

Effect on Schedule: Written authorization was received from the City of Clive on January, 2024 to extend the project schedule to May 1, 2025. The items included in this Change Order are commensurate with this schedule extension.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

Stantec Consulting Services Inc.

City of Clive

Kellie Schlegel, Senior Associate
Engineer

Print Name and Title
Signature Kellie M. Schlegel
Date Signed: 12/4/2024

Print Name and Title
Signature _____
Date Signed: _____

RESOLUTION NO. _____

RESOLUTION APPROVING AUTHORIZATION FOR ADDITIONAL PROFESSIONAL
CONSULTING SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES
INC. FOR LITTLE WALNUT CREEK RESTORATION AND TRAIL CONSTRUCTION
PROJECT

WHEREAS, the City has asked Stantec Consulting Services Inc. to perform certain agreed upon additional services relating to the Little Walnut Creek Restoration and Trail Construction project (the “Project”); and

WHEREAS, the City of Clive desires to enter into an agreement with respects to certain aspects of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:

That the agreement with Stantec Consulting Services Inc. herewith attached as Exhibit “A”, regarding the Project be and is hereby approved and accepted by this City Council, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: December 12, 2024

RE: Approve Stormwater Assistance Program Grant Payment - Krystal Mikkilineni - \$4000.00

SYNOPSIS:

This fall, staff worked with the Mikkilineni family to improve stormwater management around their home in Clive. The project was eligible for the Clive Stormwater Assistance Program (SwAP). The project has been completed, and staff have inspected the work. Typically, this would be a consent item, but given Councilman Mikkilineni's connection to the project, we've made it an action item so he can abstain from the vote.

Attachments:

1. SwAP Project 24-006
2. 13002 sunset terrace receipt



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: December 12, 2024

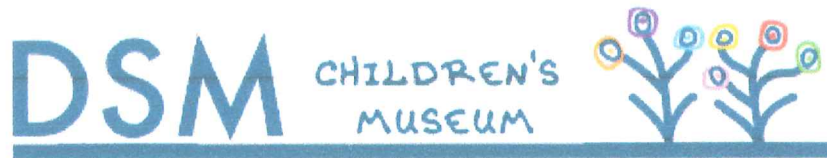
RE: 2024 State of Clive Water Presentation

SYNOPSIS:

Assistant City Manager Pete De Kock will brief the Council on progress over the past 12 months implementing Clive's Water Resources Master Plan. Multiple topics will be concisely addressed: year one of the Stormwater Assistance Program (SwAP); year one of the annual tree sale; review of the first three years of the Soil Quality Restoration Cost Share Program; review of the Clive Parks Natural Resources Team's work in 2024; update on implementation of the new commercial stormwater billing structure; review of stormwater best practices installed by the city in 2024 including bank stabilizations along Little Walnut Creek, and update on changes to Clive's Post-Construction Stormwater Manual to comply with changes in Iowa law.

Attachments:

None



Des Moines Children's Museum
1551 Valley West Dr #108
West Des Moines, IA 50325
515-218-8344
Tax ID: 82-0923204
Website: <https://dsmchildrensmuseum.com/>
Email: julie@dsmchildrensmuseum.com
Cell 630-674-6498

City of Clive,

November is a month to give thanks and is definitely part of our busy season. I wanted to reach out and thank you again for your BRAVO support. The operational funds we receive from BRAVO allows us to continue all of the exciting things like camps, programming, and new exhibits. We are able to focus on fundraising for the fun stuff since BRAVO's operational funds help keep us secure with the business behind the scene stuff that doesn't photo well, but is majorly important like plumbing, payroll, insurance, and other unexpected needs that don't sound exciting. I'm including some pictures that show the people that enjoy and benefit from visiting Des Moines Children's Museum. In 2023, we had over 71,000 visitors, which is a larger attendance than last years super bowl.

I am always happy to give you a tour. Don't hesitate to reach out.

Sincere Thanks,

A handwritten signature in black ink that reads "Julie Burt". The signature is written in a cursive, flowing style.

Via FedEx

December 3, 2024

City of Clive
Attn: Mr. Matt McQuillen, City Manager
1900 NW 114th Street
Clive, IA 50325-7077

Re: CMN-RUS, LLC d/b/a Metronet – IPTV Video Service Decommissioning Notice
Docket No. VCA-2018-0002; Certificate Number V-0051

Dear City Manager McQuillen:

Please accept this as notification that CMN-RUS, LLC d/b/a Metronet ("Metronet") will decommission its IPTV video service in the City of Clive effective December 10, 2024. Please note that while Metronet's IPTV video service will cease on December 10, 2024, existing internet and voice services will remain active with no changes.

Beginning in September, Metronet sent multiple notices to affected customers in the City of Clive, notifying them of the discontinuance of their IPTV video service. A sample copy of one of the notices is enclosed for your reference. Metronet is also offering customers assistance with looking at alternatives to traditional video service offerings, such as switching to alternative video streaming services providers DIRECTV Stream or Hulu+ Live TV.

A Notice of Termination of Certificate of Franchise Authority has been submitted to the Iowa Utilities Commission ("IUC") and a public version of the filing may be viewed via the IUC's website (<https://iuc.iowa.gov/>).

Please contact the following with any questions:

Metronet
Attn: Rose Mulvany Henry
11880 College Blvd., Suite 100
Overland Park, KS 66210

Sincerely,

/s/ Rose Mulvany Henry

Rose Mulvany Henry
Vice President of Regulatory Affairs
rose.mulvanyhenry@metronet.com
(913) 558-6778

Attachment



3701 Communications Way
Evansville, IN 47715

Firstname Lastname
1234 Main Street
Anywhere, USA 123456

FIRST NOTICE

Your Metronet IPTV video service
ends **December 10th, 2024.**
Call 888-508-0220 today!

<First Name>,

Metronet is proud to deliver some of the fastest, most reliable internet in the country, and we work very hard to do so at a good value.

In recent years, continued changes within the cable television industry have made it difficult for us to offer traditional IPTV video service, often referred to as television or TV service, at the reasonable rates you've come to expect from us. As a result, **we are discontinuing your current Metronet IPTV video service, effective December 10th, 2024.**

As the industry evolves, streaming TV content has emerged as the modern way to view your favorite programming. Streaming TV lets you fully customize your viewing experience. You can get many of the features you already love, along with even more choices and flexibility, including:

- Live TV
- Local news and sports
- Complete seasons of your favorite binge-worthy shows

And the best part? Metronet's ridiculously fast fiber internet is the perfect fit for streaming!

To make the switch to streaming easy, we will help you connect to your favorite content through one of our streaming partners. Plus, a helpful Metronet technician will connect your chosen streaming service at your home with a FREE White Glove Installation.



hulu + LIVE TV

Rest assured that your current IPTV video service will continue with no changes until December 10th, 2024. However, if you would like to cancel your IPTV video service now and start streaming using your ultra-fast Metronet internet, we are here to help! Just give us a call at 888-508-0220, and a friendly, knowledgeable Customer Care Associate will be happy to review your streaming options with you.

Please be on the lookout for more information on how to return your TV equipment to us. We will also be hosting a series of fun, easy-to-follow Streaming Seminars near you, where we will provide an overview of streaming, complete with live demonstrations, so you can make the switch with confidence. For the latest updates, visit metronet.com/streaming-seminars.

Through this transition, we are committed to ensuring you love your internet by keeping you connected to the things that matter most. We truly appreciate your business and your ongoing loyalty.

Best,
Metronet Customer Care