



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

Item No. 10  
For Meeting of 04/06/2020


**ITEM TITLE:** Consideration of Resolution awarding the Contract and approving the Northwest Trunk Sewer Contract and Bonds to Rognes Corporation in the amount of \$2,122,326

**CONTACT PERSON:** Marketa Oliver, City Administrator

**SUMMARY EXPLANATION:** The engineer's estimate of cost for construction of the project was \$2,276,925. The low bid of Rognes Corporation was 6.79% below the engineer's estimate of cost. If the City of Bondurant wishes to move forward with the project, Veenstra & Kimm, Inc. would recommend the contract be awarded to Rognes Corporation based on its bid in the amount of \$2,122,326.

The project includes the installation of service risers through the Harvest Meadows Development. Kimberley Development Corporation has agreed to reimburse the City for the cost of the service risers. The low bid by Rognes Corporation includes a cost of \$212,000 for the installation of the service risers. The net cost for the project to the City excluding the reimbursable cost for the service risers would be \$1,910,326. The estimated cost for the project without the service risers was \$2,036,925.

Bids were opened on March 31<sup>st</sup> and ranged from \$2,122,326 to \$3,048,680.

<p>X Resolution _____ Ordinance ___ Contract _____ Other (Specify) _____</p> <p>Funding Source _____</p> <p>APPROVED FOR SUBMITTAL _____  City Administrator</p>
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**RECOMMENDATION:** Approve resolution on a roll call vote.

CITY OF BONDURANT  
RESOLUTION NO. 200406-106

RESOLUTION AWARDING THE NORTHWEST TRUNK SEWER CONTRACT TO ROGNES  
CORPORATION IN THE AMOUNT OF \$2,122,326.00

WHEREAS, the City of Bondurant received bids until 10:00 a.m. on March 31, 2020 for the Northwest Trunk Sewer Project; AND

WHEREAS, a total of six bids were received; AND

WHEREASE, bids ranged from \$2,122,326 to \$3,048,680;

WHEREAS, the low bid was submitted by Rognes Corporation in the amount of \$2,122,326; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Northwest Trunk Sewer Contract to Rognes Corporation in the amount of \$2,122,32, is hereby approved.

Passed this 6<sup>th</sup> day of April, 2020,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

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

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Enos				
Cox				
McKenzie				
Elrod				
Peffer				

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of April, 2020,  
by and between the City of Bondurant, Iowa, party of the first part, hereinafter referred to  
as the "Owner", and  
ROGNES CORP.  
party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain  
specifications and proposal blanks, dated the 25th day of February, 2020,  
for Northwest Trunk Sewer under the terms and conditions therein fully stated and set  
forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms  
and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as  
follows:

NORTHWEST TRUNK SEWER

Construct Northwest Trunk Sewer including all labor, materials and equipment  
necessary for approximately 9,680 linear feet of sanitary sewer installed in open cut,  
8-inch through 24-inch, 160 linear feet of sanitary sewer installed using trenchless  
construction, 18-inch and 24-inch, manholes, service risers, surface restoration and  
miscellaneous associated work, including cleanup for the sum of Two Million One  
Hundred Twenty-two Thousand Three Hundred Twenty-six and 00/100 Dollars  
(\$2,122,326.00) based on the unit and lump sum prices. The project is located  
along Mud Creek from about 5<sup>th</sup> Street SW to Aaron Avenue NW near Mulberry  
Drive NW in Bondurant, Iowa.

Contract

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Contract
- 2.1.5 Bond
- 2.1.6 General Conditions
- 2.1.7 Special Conditions
- 2.1.8 Plans List
- 2.1.9 Detailed Specifications
- 2.1.10 Plans listed in the specifications
- 2.1.11 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

**CONTRACTOR**

**CITY OF BONDURANT, IOWA**

ROGNES CORP. \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Mayor

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

City Clerk

BOND

KNOW ALL MEN: That we, ROGNES CORP.  
of Ankeny, Iowa, hereinafter called the Principal, and

hereinafter called the surety, are held and firmly bound unto the City of Bondurant, Iowa,  
hereinafter called the Owner in the sum of

Two Million One Hundred Twenty-two Thousand Three Hundred Twenty-six and 00/100  
Dollars (\$2,122,326.00), for the payment whereof the Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by  
these presents.

WHEREAS, the principal has, by means of a written Agreement dated April 6, 2020, entered into a Contract with the Owner for Northwest Trunk Sewer which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

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Bond

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this \_\_\_\_ day of \_\_\_\_\_, 2020.

PRINCIPAL:

ROGNES CORP.  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SURETY:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Name of Attorney-in-Fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address (Including Zip Code)

\_\_\_\_\_  
Company Telephone Number

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