

**AGENDA**  
**City Council Meeting**  
**City Hall Council Chambers - Webster City, Iowa**  
**October 16, 2023 - 6:00 p.m.**

This meeting will be open to the public and can also be attended via Zoom.com:

**Meeting ID 879 6505 3275**

Phone number to call to participate via telephone is **1-312-626-6799 US (Chicago)**

**ROLL CALL**

**Motion on Approval of Agenda**

**Pledge of Allegiance**

**1. PETITIONS – COMMUNICATIONS – REQUESTS**

This is the time of the meeting that a citizen may address the Council on a matter not on the Agenda. **(No more than five minutes per person)** Except in cases of emergency, the City Council will not take any action at this meeting, but may ask the City Staff to research the matter or have the matter placed on the Agenda for a future meeting.

- a. Public Information
- b. Oath of office by Mayor to new Police Officer Ciara Sturm.

**2. MINUTES, CLAIMS, REPORTS, LICENSES**

The following items have been deemed to be non-controversial, routine actions to be approved by the Council in a single motion. If a Council member, or a member of the audience wishes to have an item removed from this list, it will be considered in its normal sequence on the Agenda.

- a. [MINUTES](#) of October 2, 2023
- b. [RESOLUTION](#) on [PAYROLL](#) for period ending October 7, 2023 and paid on October 13, 2023
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. Finance Reports [JULY 2023](#) [AUGUST 2023](#) [SEPTEMBER 2023](#)
- e. City Manager [REPORTS](#) September 2023
- f. Police Department [REPORT](#) September 2023
- g. Fire Department [REPORT](#) September 2023
- h. Hamilton County Solid Waste Commission [AGENDA PACKET](#) October 11, 2023
- i. Council Committee Reports
- j. Other reports and recommendations

**3. GENERAL AGENDA**

**Public Hearing 6:05**

a. Public Hearing on Proposal to dispose of City-Owned Right-of-Way on Third Street lying West of Fair Avenue.

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Disposal of City-Owned Right-Of-Way on Third Street lying West of Fair Avenue.

b. [COUNCIL MEMORANDUM](#) [P&Z MINUTES](#) [RESOLUTION](#) authorizing the Director of Parks and Recreation to seek bids for materials associated with the Splash Pad Project, authorizing the Splash Pad Committee to select best proposal, and authorizing the Mayor to Sign and Execute the purchase order.

[COST-ENGR](#) [PLANS](#) [RFP](#)

c. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to Sign and Execute Change Order No. 1, Sign and Execute Change Order No. 2, Sign and Execute Change Order No. 3 and Approve Pay Application No. 4 for the Lincoln Drive Reconstruction Project. [CO & PAY APP](#)

d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) providing for Notice of Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the Fair Meadow Drive Reconstruction Project. (November 20, 2023 6:05 p.m.) [PH NOTICE](#) [NOTICE TO BIDDERS](#)

[COST](#) [PLANS](#) [CONTRACT](#)

e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing Street Department Supervisor to make CIPP Line Repairs to the Sanitary Sewer Collections System by Hydro-Klean with a not to exceed amount of \$300,000.

f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Street Department Supervisor to Execute a Contract with DENCO Highway Construction for Crack Sealing. [CONTRACT](#) [LOCATIONS](#)

g. [COUNCIL MEMORANDUM](#) [MEMO 6-7-2017](#) [RESOLUTION](#) authorizing the City Manager to sign and execute a purchase order for Repairs to the Street Department 938M Wheel Loader. [EMAIL](#)

[OPTION 1 CAT](#) [OPTION 2 CAT](#)

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute an Agreement with SCS Engineering for professional engineering services needed to apply for IDNR Permits and authorizing the Mayor to sign and execute a Purchase Order with Air Burners, Inc. [AGMT/PROPOSAL](#)

i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Agreement with Allender Butzke Engineering, Inc. for Professional Engineering Services associated with the Wastewater Treatment Plant Project. [PROP AGR](#) [MAP](#)

j. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute an Amendment to the Original Agreement with Brewer Engineering Consultants, PLC to Provide Additional Engineering Services needed to upgrade the City Hall HVAC System. [PROPOSAL](#) [REPORT](#)



**City Council Meeting Agenda, October 16, 2023**

k. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the City Manager to issue a Request for Quote for the 69 kV Transmission Line Relocation Project. [NOTICE](#) [MAP](#) [RFQ-QUOTE](#)

l. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) accepting and executing Easement with Shiva Real Estate, LLC for the new Wastewater Treatment Plant Project. [EASEMENT](#)

m. [COUNCIL MEMORANDUM](#) Discussion/Motion on Van Diest Supply Water Service Request. [MAP](#)

**4. ADJOURN**

NOTE: The Council may act by motion, resolution or ordinance on items listed on the Agenda.

**CITY COUNCIL MEETING MINUTES**  
**Webster City, Iowa    October 2, 2023 – 6:00 p.m.**

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on October 2, 2023, upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers Mayor John Hawkins and the following Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

*This meeting was Open to the Public and by electronic means utilizing the Zoom Platform. Details were provided in using the Zoom platform either by joining through the web portal or by calling in to view or participate.*

It was moved by McFarland and seconded by Hansen to approve the agenda.

ROLL CALL:        Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

Mayor John Hawkins led the Pledge of Allegiance.

**PETITIONS – COMMUNICATIONS – REQUESTS**

None brought forth.

**PUBLIC INFORMATION**

None brought forth.

**MINUTES, CLAIMS, REPORTS, LICENSES, REQUESTS**

It was moved by Welch and seconded by Hansen that the following motion(s) and Resolution(s) (a-e) be approved and adopted collectively:

- a.        That the meeting minutes of September 18, 2023 be approved.
- b.        That Resolution No. 2023-170 approving payroll for the period ending September 23, 2023 and paid on September 28, 2023 in the amount of \$208,978.68 be passed and adopted.
- c.        That Resolution No. 2023-171 approving bills paid in the amount of \$2,436,229.07 be passed and adopted and the Fund List be approved.
- d.        That Request from Chamber of Commerce for Street Closure for Downtown Trick-or-Treating on October 31, 2023 from 3:00-6:00 p.m. – Second Street from Superior Street to Prospect Street be approved.
- e.        That Request from Chamber of Commerce for Street Closure for Christmas in the City Parade on December 2<sup>nd</sup>, 2023 from 4:00-6:30 p.m. to include Seneca Street in between Bank Street and Second Street; Alley access will be blocked; Second Street from Seneca Street to Prospect Street; Intersection closure at Prospect Street and Second Street to allow line-up to disperse in back parking lot be approved.
- f.        Council Committee Reports – None brought forth.
- g.        Other reports and recommendations – None brought forth.

ROLL CALL:        Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

**GENERAL AGENDA**

a. An update was provided on the City Green Waste Site (Tree Disposal Site and Wood Mulch Pile) and a presentation was given through Zoom by Michael Schmidt, Director of Sales for Air Burners, Inc. on incinerators for burning Green Waste. Staff is seeking direction from Council on how to proceed with this issue. Biridiana Bishop, Assistant City Manager, began the update with three options staff has put together to move forward/solutions for the ongoing issue at the green waste site. After much discussion, consensus of Council was to direct staff to proceed with acquiring the sufficient permits

## City Council Meeting Minutes, October 2, 2023

needed from the Department of Natural Resources for Air Burners (incinerator), prepare documents for purchase of an Air Burner, and dispose of the current windrows of wood chips over the next twelve months. At this time, the City Green Waste Site will remain closed to the disposal of tree/branch waste, but the disposal area for grass clippings/leaves (not attached to branches) will remain accessible to residents of Webster City.

b. It was moved by Welch and seconded by McKinney that the Second Reading of an Ordinance providing for the Vacation of a Portion of Third Street, Lawn Hill Addition, Webster City, Iowa to the Code of Ordinances, Webster City, Iowa, 2019 be approved.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

It was moved by McKinney and seconded by Hansen that the Third Reading of an Ordinance providing for the Vacation of a Portion of Third Street, Lawn Hill Addition, Webster City, Iowa to the Code of Ordinances, Webster City, Iowa, 2019 be waived.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

It was moved by McKinney and seconded by McFarland that Ordinance No. 2023-1869, an Ordinance providing for the Vacation of a Portion of Third Street, Lawn Hill Addition, Webster City, Iowa to the Code of Ordinances, Webster City, Iowa, 2019 be passed and adopted.

ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.

Ariel Bertran, Community Development Director, provided details of the vacation.

c. It was moved by McKinney and seconded by Hansen that Resolution No. 2023-172 setting October 16, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa as the time and place for a Public Hearing on Proposal to dispose of City-Owned Right-of-Way on Third Street lying West of Fair Avenue be passed and adopted.

ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

Community Development Director Bertran informed Council this was the next step in the disposal process following the vacation of the aforementioned Right-of-Way. Travis Small representing Kwik Star joined the meeting through Zoom in regard to items b and c on the agenda.

d. It was moved by Welch and seconded by McFarland that Resolution No. 2023-173 authorizing the Mayor to Execute and Sign the Subordination Agreements with First State Bank, Webster City, Iowa related to the City's existing mortgages on Lots 6, 7, 30, and 31 in Brewer Creek Estates 6<sup>th</sup> Addition with Ridge Development, LLC be passed and adopted.

ROLL CALL: Hawkins, McFarland, McKinney, Welch and Hansen voting aye.

Community Development Director Bertran provided an explanation for the Subordination Agreements.

e. It was moved by Hansen and seconded by McFarland that Resolution No. 2023-174 designating the Assistant City Manager to be the Authorized Representative for the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP) in Iowa administered by the Iowa Finance Authority and authorizing submittal of an application for funding be passed and adopted.

ROLL CALL: McFarland, McKinney, Welch, Hansen and Hawkins voting aye.

Assistant City Manager Bishop gave a summary of the designation request and application process.

It was moved by McFarland and seconded by Hansen that Council adjourn.

ROLL CALL: McKinney, Welch, Hansen, Hawkins and McFarland voting aye.

The October 2, 2023 Regular City Council Meeting stood adjourned at 7:05 p.m.

---

John Hawkins, Mayor

---

Karyl K. Bonjour, City Clerk

**RESOLUTION NO. 2023 - xxx**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA:

That the payroll for the 80-hour period ending October 7, 2023 and paid on October 13, 2023 aggregating the sum of \$208,446.43 herewith presented, be and the same is hereby approved.

Passed and adopted this 16<sup>th</sup> day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
11195	HANSEN, ABIGAIL J.	150.00	.00	.00	.00	.00	.00	150.00	.00	138.38	.00
11183	HAWKINS, JOHN C.	180.00	.00	.00	.00	.00	.00	180.00	.00	.00	166.07
11190	MC FARLAND, MEGAN E.	150.00	.00	.00	.00	.00	.00	150.00	.00	.00	138.52
11184	MCKINNEY, MATTHEW L.	150.00	.00	.00	.00	.00	.00	150.00	.00	.00	138.38
11185	WELCH, LOGAN A.	150.00	.00	.00	.00	.00	.00	150.00	.00	.00	138.38
Total CITY COUNCIL:											
		5	780.00	.00	.00	.00	.00	780.00	.00	138.38	581.35
20035	BISHOP, BIRIDIANA	4,233.02	80.00	.00	.00	.00	.00	.00	125.00	.00	2,766.54
60722	CHELESVIG, BETH A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,153.60
61245	DINSDALE, ASHLEY J.	1,941.59	80.00	.00	.00	.00	.00	.00	.00	.00	1,323.42
20020	ORTIZ-HERNANDEZ, DANIEL	5,679.00	80.00	.00	.00	.00	.00	.00	175.00	.00	2,981.03
60003	SMITH, ELIZABETH A.	2,283.19	80.00	.00	.00	.00	.00	.00	.00	.00	1,555.61
Total CITY MANAGER:											
		5	17,381.60	400.00	.00	.00	.00	.00	300.00	.00	10,780.20
30980	STRONER, BRIAN M.	2,934.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,085.91
Total ENVIRONMENTAL/SAFETY:											
		1	2,934.40	80.00	.00	.00	.00	.00	.00	.00	2,085.91
61164	BONJOUR, KARYL K.	2,335.18	80.00	.00	.00	.00	.00	.00	.00	.00	1,549.33
61238	HAGLUND, DENISE D.	1,733.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,205.10
61243	HESLEY, EMILY M.	1,894.39	80.00	.00	.00	.00	.00	.00	.00	.00	1,269.49
61241	JOHNSON, LAURA A.	1,603.19	80.00	.00	.00	.00	.00	.00	.00	.00	1,004.70
61190	NERLAND, DEDRA R.	2,220.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,520.74
61163	PEVESTORF, ELIZABETH J.	2,096.77	80.00	.00	.00	.00	.00	.00	.00	.00	1,541.26
30329	WOLFGRAM, DOREEN A.	3,244.01	80.00	.00	.00	.00	.00	.00	.00	.00	2,307.85
Total FINANCE OFFICE:											
		7	15,127.15	560.00	.00	.00	.00	.00	.00	.00	10,398.47
40857	DOOLITTLE, KENDALL J.	40.00	.00	.00	.00	.00	.00	40.00	.00	34.46	.00
41263	ESTLUND, JEROME J.	2,730.52	118.00	.00	.00	.00	.00	.00	.00	.00	1,986.52
41395	FEICKERT, DAKOTA L.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.46
41038	FERGUSON, WILLIAM M.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41300	FOX, JEFFREY A.	270.00	16.00	.00	.00	.00	.00	30.00	.00	.00	227.44
41438	FRAKES, JUSTIN M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
40971	HAYES, BRANDON W.	2,757.66	118.00	.00	.00	.00	.00	.00	.00	.00	2,006.69
41445	HAYES, HARRISON W.	60.00	.00	.00	.00	.00	.00	60.00	.00	51.68	.00
41441	HAYES, HUNTER W.	570.00	32.00	.00	.00	.00	.00	90.00	.00	526.39	.00
40031	HOLST, RONALD W	60.00	.00	.00	.00	.00	.00	60.00	.00	51.68	.00
41192	JESSEN, PHILLIP N.	210.00	.00	.00	.00	.00	.00	210.00	.00	140.89	.00
41460	LEHMAN, MICHAEL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	8.47
41545	LITTLEJOHN, GREGORY G.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41200	MADSEN, TODD M	88.00	.00	.00	.00	.00	.00	88.00	.00	.00	75.80
41515	SCHWERING, DREW M.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41219	SOWLE JR., ANDREW W.	2,599.52	112.00	.00	.00	.00	.00	.00	.00	.00	1,582.89
41485	STALEY, AMANDA L.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41400	STANSFIELD, CHARLES T.	3,208.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,284.07
41029	STEWART, EARL L	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41088	TOLLE, PAUL A.	110.00	.00	.00	.00	.00	.00	110.00	.00	94.75	.00
41540	WAGNER, JORDAN J.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41216	WEINSCHENK, KENRIC J	110.00	.00	.00	.00	.00	.00	110.00	.00	.00	101.58

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
41213	WILLIAMS, ZACHARY W.	66.00	.00	.00	.00	.00	.00	66.00	.00	.00	56.85
40815	WILLS, DON H.	66.00	.00	.00	.00	.00	.00	66.00	.00	60.95	.00
41340	YOUNGDALE, COLE C.	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
41270	ZEHNER, DONALD F.	88.00	.00	.00	.00	.00	.00	88.00	.00	.00	81.26
Total FIRE DEPARTMENT:											
		26	13,393.70	476.00	.00	.00	.00	1,378.00	.00	1,071.62	8,612.26
61240	WINTER, KIRBY L.	4,089.64	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.51
Total INFORMATION SYSTEMS:											
		1	4,089.64	80.00	.00	.00	.00	.00	20.00	.00	2,861.51
61257	BINDERT, NICHOLAS J.	2,184.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,627.67
Total INSPECTION:											
		1	2,184.01	80.00	.00	.00	.00	.00	.00	.00	1,627.67
31210	BARNES, DERRICK S.	4,034.66	97.00	.00	536.63	.00	.00	.00	.00	.00	2,778.53
31185	CASEY, DANA R.	3,372.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,259.33
31190	DAYTON, BRYAN K.	3,678.40	88.00	.00	.00	.00	.00	.00	.00	.00	2,481.67
30678	DICKINSON, ADAM L.	4,588.96	88.00	.00	598.56	.00	.00	.00	.00	.00	3,135.41
31230	MC COLLOUGH, DOUGLAS J.	3,681.04	88.00	.00	.00	.00	.00	.00	.00	.00	2,546.18
31184	MOURTON, RUSSELL E.	3,372.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,960.95
31240	NEWMAN, BRADY N.	2,658.45	86.00	.00	268.83	.00	.00	.00	.00	.00	1,918.94
31186	ORTON, RYAN D.	3,969.00	85.00	.00	340.20	.00	.00	.00	.00	.00	2,712.69
30918	PARKHILL, MARTY E.	3,642.41	80.00	.00	.00	.00	.00	.00	.00	.00	2,522.96
Total LINE DEPARTMENT:											
		9	32,996.92	772.00	.00	1,744.22	.00	.00	.00	.00	22,316.66
30976	MADSEN, TODD M.	1,846.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,354.57
31188	PASCHKE, RODNEY A.	1,780.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,200.27
Total METER DEPARTMENT:											
		2	3,627.20	160.00	.00	.00	.00	.00	.00	.00	2,554.84
61250	BERTRAN, ARIEL L.	2,694.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,888.05
Total PLANNING/ZONING:											
		1	2,694.40	80.00	.00	.00	.00	.00	.00	.00	1,888.05
41169	CLARK, TERRI L.	2,332.61	104.00	.00	343.81	.00	458.40	.00	.00	.00	1,732.03
41480	DILLEY, JEAN M.	3,024.88	116.00	.00	243.12	.00	1,134.56	.00	.00	.00	2,021.35
41544	HUNTER, EMMA M.	1,528.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,172.06
41390	NOWELL, TANNER J.	2,217.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,596.69
41475	RUSH, DEBORAH G.	2,036.00	84.00	.00	141.60	.00	.00	.00	.00	.00	1,412.04
41510	WHITEHILL, AUDRIANA G.	2,514.40	105.00	.00	394.48	.00	485.52	.00	.00	.00	1,693.74
Total POLICE DEPARTMENT-D:											
		6	13,653.51	569.00	.00	1,123.01	.00	2,078.48	.00	.00	9,627.91
41430	BASINGER, RYAN A.	2,778.30	88.00	183.06	.00	.00	.00	.00	.00	.00	2,022.56
41535	HOLCOMBE, IAN J.	3,199.73	103.50	814.32	.00	.00	.00	.00	.00	.00	2,205.16
41191	HOUGE, CLINTON J.	3,347.04	96.00	570.96	.00	.00	.00	.00	.00	.00	2,359.11
41453	LEHMAN, MICHEAL L.	2,883.93	90.00	274.41	.00	.00	.00	.00	.00	.00	2,093.77

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
41230	MCKINLEY, ERIC K.	4,976.28	120.00	1,233.72	.00	822.48	.00	.00	.00	.00	3,606.26
41110	MORK, SHILOH B.	3,663.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,461.67
41471	MOURLAM, DALTON G.	2,522.08	84.00	.00	.00	.00	.00	.00	.00	.00	1,796.98
41225	PRITCHARD, BRANDON D.	3,559.36	114.00	754.08	.00	.00	.00	.00	.00	.00	2,523.69
41426	ROSE, DYLAN M.	3,539.82	104.50	938.18	.00	.00	.00	.00	.00	.00	2,398.73
41450	THUMMA, STEVEN L.	3,280.19	99.00	686.03	.00	.00	.00	.00	.00	.00	2,068.95
41495	WATKINS, MARK D.	2,808.91	86.00	93.99	.00	.00	.00	.00	.00	.00	2,076.39
Total POLICE DEPARTMENT-O:											
		11	36,559.25	1,065.00	5,548.75	.00	822.48	.00	.00	.00	25,613.27
81291	ASKLUND, ANTHONY T.	507.50	35.00	.00	.00	.00	.00	.00	.00	.00	436.75
81672	CRYSTAL, EVERETT T.	1,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	929.45
81697	FARO, FRANK L.	337.50	25.00	.00	.00	.00	.00	.00	.00	.00	290.45
81713	FOLEY, PATRICK R.	337.50	25.00	.00	.00	.00	.00	.00	.00	.00	290.45
81712	GARVEY, ROGER A.	337.50	25.00	.00	.00	.00	.00	.00	.00	.00	290.45
81775	HENELY, BRAYDEN J.	929.50	71.50	.00	.00	.00	.00	.00	.00	.00	745.09
70981	MCFARLAND, CHARLES DANIEL	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,166.90
81776	MEYERS, STEVEN R.	1,001.00	77.00	.00	.00	.00	.00	.00	.00	.00	801.94
81617	OLSON, NICHOLAS L.	486.00	36.00	.00	.00	.00	.00	.00	.00	418.25	.00
51195	RODEN, JACOB J.	2,007.77	80.25	.00	9.37	.00	.00	.00	.00	.00	1,388.70
Total PUBLIC GROUNDS:											
		10	8,744.27	534.75	.00	9.37	.00	.00	.00	418.25	6,340.18
61255	DRUBE, DERRICK DANIEL	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,454.34
81745	KEANE, ROSS M.	765.00	51.00	.00	.00	.00	.00	.00	.00	.00	635.94
Total PUBLIC WORKS:											
		2	2,803.40	131.00	.00	.00	.00	.00	.00	.00	2,090.28
81763	BAHRENFUSS, BREANNA LEE	32.50	2.50	.00	.00	.00	.00	.00	.00	.00	30.01
81653	BINDER, MEREDITH K.	310.00	22.00	.00	.00	.00	.00	.00	.00	.00	266.78
81726	BINDER, RILEY K.	70.44	5.75	.00	.00	.00	.00	.00	.00	.00	65.05
81743	DINSDALE, SOPHIE J.	376.50	30.00	.00	.00	.00	.00	.00	.00	.00	347.70
81777	FIRSCHING, LUKE E.	28.13	2.50	.00	.00	.00	.00	.00	.00	25.98	.00
81746	GALLETINE, OLIVIA M.	49.00	4.00	.00	.00	.00	.00	.00	.00	45.25	.00
70107	GLASCOCK, MARK A.	1,963.78	82.00	.00	70.98	.00	.00	.00	.00	.00	1,316.15
81774	GRAMBLIN, ELIZABETH A.	120.00	10.00	.00	.00	.00	.00	.00	.00	.00	110.82
81772	HANSEN, MIA A.	49.00	4.00	.00	.00	.00	.00	.00	.00	45.25	.00
81667	LAMB, MITCHELL S.	513.50	39.50	.00	.00	.00	.00	.00	.00	.00	391.91
70975	LESHER, BREANNE M.	3,011.18	80.00	.00	.00	.00	.00	.00	.00	.00	2,062.23
81651	LINDSTROM, SARAH J.	98.00	8.00	.00	.00	.00	.00	.00	.00	.00	84.34
81760	MILLER, COLE D.	112.50	10.00	.00	.00	.00	.00	.00	.00	.00	103.89
81689	NELSEN, DENISE L.	886.89	51.00	.00	.00	.00	.00	.00	.00	.00	723.06
81757	NOHRENBURG, BONNIE RAE	203.50	16.00	.00	.00	.00	.00	.00	.00	.00	187.93
81754	ORTON, ADDILYN LASHAE	49.00	4.00	.00	.00	.00	.00	.00	.00	.00	40.25
81742	OUIVERSON, ERIN A.	133.25	10.25	.00	.00	.00	.00	.00	.00	.00	123.06
31195	PETERSON, RICK E.	1,946.22	81.00	.00	35.82	.00	.00	.00	.00	.00	1,380.08
81665	PRUISMANN, LINDA A.	839.07	48.25	.00	.00	.00	.00	.00	.00	.00	649.44
81470	SPELLMEYER, WILLIAM C.	277.02	19.00	.00	.00	.00	.00	.00	.00	213.40	.00
81747	STANLEY, KAMEY	67.38	5.50	.00	.00	.00	.00	.00	.00	.00	62.22
81761	STUELAND, CAMERON M.	112.50	10.00	.00	.00	.00	.00	.00	.00	103.89	.00
81759	VANSICKEL, LINCOLN L.	112.50	10.00	.00	.00	.00	.00	.00	.00	.00	103.89

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt	
Total RECREATION:												
		23	11,361.86	555.25	.00	106.80	.00	.00	.00	433.77	8,048.81	
51187	BAHRENFUSS, BRANDON D.	2,960.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,076.63	
51210	DANIELS, JACOB S.	2,104.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,469.54	
51178	DOOLITTLE, DAN L	1,199.00	54.50	.00	.00	.00	.00	.00	.00	.00	948.41	
51225	JONDAL, KOOPER M.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,515.19	
51220	KLIEGL, SHAWN A.	1,915.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,366.34	
51190	RATCLIFF, BRETT D.	2,216.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,530.87	
51230	SCHEUERMANN, RILEE C.	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,452.51	
51184	WILLIAMS, ZACHARY W.	2,439.21	80.00	.00	.00	.00	.00	.00	.00	.00	1,685.95	
51205	YOUNGDALE, COLE C.	2,693.10	92.00	.00	171.90	.00	.00	.00	.00	.00	1,890.15	
Total STREET DEPARTMENT:												
		9	19,607.31	706.50	.00	171.90	.00	.00	.00	.00	13,935.59	
30772	DINGMAN, CHAD M.	2,680.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,016.78	
30977	JACKSON, JEFFREY S.	2,288.88	88.00	.00	.00	.00	.00	.00	.00	.00	1,601.34	
31179	WEST, JOHN A.	2,443.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,840.04	
Total WASTEWATER:												
		3	7,413.44	256.00	.00	.00	.00	.00	.00	.00	5,458.16	
31189	CHAMBERS, TODD A.	2,455.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,649.07	
31220	FARWELL, GREGORY A.	2,685.13	89.00	.00	.00	.00	.00	.00	.00	.00	1,885.81	
31215	KNOWLES, NICHOLAS A.	3,616.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,398.62	
31245	NELSON, BENJAMIN J.	2,223.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,594.62	
31225	PARKER, LOGAN M.	2,114.84	82.00	.00	76.44	.00	.00	.00	.00	.00	1,458.87	
Total WATER PLANT:												
		5	13,094.37	411.00	.00	76.44	.00	.00	.00	.00	8,986.99	
Grand Totals:												
		127	208,446.43	6,916.50	5,548.75	3,231.74	822.48	2,078.48	2,158.00	320.00	2,062.02	143,808.11



**RESOLUTION NO. 2023 - xxx**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA:

That we, the City Council of the City of Webster City, Iowa, having examined bills aggregating the sum of \$371,850.86 presented herewith, hereby approve said bills, and the City Clerk is hereby authorized to issue warrants in payment of the same.

Passed and adopted this 16<sup>th</sup> day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>TRACTION CITY RC-WILLIAM BALDWIN (7824)</b>							
100423	1	Invoice	PARTIAL PAYMENT-50% - HOTEL/MOTEL FU	10/04/2023	3,500.00	04/24	208-23-36-5393-299
Total 100423:					3,500.00		
Total TRACTION CITY RC-WILLIAM BALDWIN (7824):					3,500.00		
Total 10/04/2023:					3,500.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>ACCESS SYSTEMS (3917)</b>							
INV1447772	1	Invoice	FRONT DESK PRINTER-FULLER HALL	09/30/2023	134.10	04/24	100-22-42-5233-299
Total INV1447772:					134.10		
Total ACCESS SYSTEMS (3917):					134.10		
<b>AGSOURCE (4458)</b>							
PS-INV2949	1	Invoice	WATER POOL SPA ROUTE CHARGE & PS CO	09/29/2023	27.50	04/24	100-22-42-5233-299
Total PS-INV294971:					27.50		
Total AGSOURCE (4458):					27.50		
<b>AHLERS &amp; COONEY, P.C. (22)</b>							
851659	1	Invoice	INDUSTRIAL TREATMENT AGREEMENTS - W	09/29/2023	1,435.00	04/24	603-23-70-5652-860
Total 851659:					1,435.00		
851660	1	Invoice	LEGAL - ELECTRIC TRANSMISSION	09/29/2023	6,331.00	04/24	601-23-51-5566-871
Total 851660:					6,331.00		
Total AHLERS & COONEY, P.C. (22):					7,766.00		
<b>AMAZON CAPITAL SERVICES (7618)</b>							
161H-WD97-	1	Invoice	2 BATTERY BACKUP SURGE PROTECTORS	10/01/2023	55.00	04/24	601-23-52-5588-871
161H-WD97-	2	Invoice	2 BATTERY BACKUP SURGE PROTECTORS	10/01/2023	55.00	04/24	602-23-62-5935-870
Total 161H-WD97-3NDK:					110.00		
1CTM-69TC-	1	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-21-22-5140-316
1CTM-69TC-	2	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	204-23-30-5310-316
1CTM-69TC-	3	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	603-23-70-5921-316
1CTM-69TC-	4	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-23-42-5371-316
1CTM-69TC-	5	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	602-23-61-5921-316
1CTM-69TC-	6	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-21-18-5190-316
1CTM-69TC-	7	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-23-43-5361-316
1CTM-69TC-	8	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	601-24-16-5921-316
1CTM-69TC-	9	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-22-42-5233-316
1CTM-69TC-	10	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	601-23-52-5921-316
1CTM-69TC-	11	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-21-21-5110-316
1CTM-69TC-	12	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	2.96	04/24	100-24-18-5470-316
1CTM-69TC-	13	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	3.04	04/24	100-24-12-5430-316
1CTM-69TC-	14	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	5.54	04/24	602-23-81-5921-316
1CTM-69TC-	15	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	1.43	04/24	603-23-81-5921-316
1CTM-69TC-	16	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	10.98	04/24	601-23-81-5921-316
1CTM-69TC-	17	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	1.68	04/24	100-24-14-5435-316
1CTM-69TC-	18	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	3.55	04/24	602-23-80-5921-316
1CTM-69TC-	19	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	.86	04/24	603-23-80-5921-316
1CTM-69TC-	20	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	6.90	04/24	601-23-80-5921-316
1CTM-69TC-	21	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	.87	04/24	100-24-30-5380-316
1CTM-69TC-	22	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	.87	04/24	601-24-30-5380-316
1CTM-69TC-	23	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	1.33	04/24	602-24-30-5380-316
1CTM-69TC-	24	Invoice	3 BOXES COLORED PINK COPIER PAPER	10/01/2023	1.33	04/24	603-24-30-5380-316
Total 1CTM-69TC-1N1M:					73.90		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
1DRK-WJRT-	1	Invoice	RETURN ON 1 TRIJICON LED SIGHT	09/01/2023	458.99-	04/24	100-21-21-5110-231
Total 1DRK-WJRT-6T9N:					458.99-		
1HHQ-JC1D-	1	Invoice	2 BOXES - 6x9 BROWN ENVELOPES	10/01/2023	25.70	04/24	100-21-21-5110-316
Total 1HHQ-JC1D-XPNR:					25.70		
1K31-C7L6-4	1	Invoice	WATER REFRIGERATOR FILTER-CITY HALL	09/01/2023	9.90	04/24	100-24-12-5430-318
1K31-C7L6-4	2	Invoice	WATER REFRIGERATOR FILTER-CITY HALL	09/01/2023	27.22	04/24	601-23-81-5921-318
1K31-C7L6-4	3	Invoice	WATER REFRIGERATOR FILTER-CITY HALL	09/01/2023	6.18	04/24	602-23-81-5921-318
1K31-C7L6-4	4	Invoice	WATER REFRIGERATOR FILTER-CITY HALL	09/01/2023	6.19	04/24	603-23-81-5921-318
Total 1K31-C7L6-4MHX:					49.49		
1KV1-6N67-1	1	Invoice	REPLACEMENT KEYBOARD/MOUSE-CHELS	10/01/2023	8.25	04/24	100-24-16-5420-399
1KV1-6N67-1	2	Invoice	REPLACEMENT KEYBOARD/MOUSE-CHELS	10/01/2023	30.24	04/24	601-24-16-5930-399
1KV1-6N67-1	3	Invoice	REPLACEMENT KEYBOARD/MOUSE-CHELS	10/01/2023	8.25	04/24	602-24-16-5930-399
1KV1-6N67-1	4	Invoice	REPLACEMENT KEYBOARD/MOUSE-CHELS	10/01/2023	8.25	04/24	603-24-16-5921-399
Total 1KV1-6N67-1FVJ:					54.99		
1L9J-6TLQ-	1	Invoice	MAGNETIC TAPE-MANAGERS OFFICE	10/01/2023	1.70	04/24	100-24-12-5430-316
1L9J-6TLQ-	2	Invoice	MAGNETIC TAPE-MANAGERS OFFICE	10/01/2023	4.67	04/24	601-23-81-5921-316
1L9J-6TLQ-	3	Invoice	MAGNETIC TAPE-MANAGERS OFFICE	10/01/2023	1.06	04/24	602-23-81-5921-316
1L9J-6TLQ-	4	Invoice	MAGNETIC TAPE-MANAGERS OFFICE	10/01/2023	1.06	04/24	603-23-81-5921-316
1L9J-6TLQ-	5	Invoice	HDMI SPLITTER CABLES-MANAGERS OFFIC	10/01/2023	1.76	04/24	100-24-12-5430-316
1L9J-6TLQ-	6	Invoice	HDMI SPLITTER CABLES-MANAGERS OFFIC	10/01/2023	4.83	04/24	601-23-81-5921-316
1L9J-6TLQ-	7	Invoice	HDMI SPLITTER CABLES-MANAGERS OFFIC	10/01/2023	1.10	04/24	602-23-81-5921-316
1L9J-6TLQ-	8	Invoice	HDMI SPLITTER CABLES-MANAGERS OFFIC	10/01/2023	1.09	04/24	603-23-81-5921-316
Total 1L9J-6TLQ-WKTT:					17.27		
1MJ9-NTT4-	1	Invoice	HEAVY DUTY COMPOST THERMOMETER	10/01/2023	179.00	04/24	204-23-30-5310-318
Total 1MJ9-NTT4-XW3P:					179.00		
1QFP-4MJQ-	1	Invoice	5 - 10PKS 32GB USB FLASH DRIVES	10/01/2023	146.40	04/24	100-21-21-5110-316
Total 1QFP-4MJQ-PLY6:					146.40		
1QR6-NW4F-	1	Invoice	CHARGING CORD/SEAT ORGANIZER	10/01/2023	121.53	04/24	100-21-21-5110-314
1QR6-NW4F-	2	Invoice	CASE OF NITRILE GLOVES	10/01/2023	84.52	04/24	100-21-21-5110-319
Total 1QR6-NW4F-XQDT:					206.05		
1T7Y-JW1T-1	1	Invoice	1 PK LANYARDS/4-10 Gbps ETHERNET CABL	10/01/2023	30.19	04/24	601-23-52-5588-871
1T7Y-JW1T-1	2	Invoice	1 PK LANYARDS/4-10 Gbps ETHERNET CABL	10/01/2023	30.19	04/24	602-23-62-5935-870
Total 1T7Y-JW1T-141C:					60.38		
1VRK-XMQT-	1	Invoice	4 PROTECTIVE CASES FOR TABLETS/ 1-CH	10/01/2023	135.82	04/24	100-21-21-5110-230
Total 1VRK-XMQT-X3C1:					135.82		
1YRJ-PRKH-	1	Invoice	NILLKIN GALAXY CASE & KEYBOARD	10/01/2023	63.99	04/24	100-21-18-5190-311

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1YRJ-PRKH-3L9H:					63.99		
Total AMAZON CAPITAL SERVICES (7618):					664.00		
<b>ARENDS, PEGGY (64)</b>							
100323	1	Invoice	ENERGY EFFICIENCY REBATE	10/03/2023	9.09	04/24	601-23-36-5930-979
100323	2	Invoice	CB LED LIGHTING REBATE/2001 LISA DRIVE	10/03/2023	2.00	04/24	601-23-53-5930-979
Total 100323:					11.09		
Total ARENDS, PEGGY (64):					11.09		
<b>ARNOLD MOTOR SUPPLY (68)</b>							
26NV093098	1	Invoice	2-POWERATED V BELT	10/04/2023	37.98	04/24	100-22-42-5233-318
Total 26NV093098:					37.98		
Total ARNOLD MOTOR SUPPLY (68):					37.98		
<b>ASTRA SECURITY (6495)</b>							
49836	1	Invoice	ASTRA ANNUAL BILL (10/01/23-09/30/24)	10/01/2023	588.00	04/24	100-24-36-5480-299
49836	2	Invoice	ASTRA ANNUAL BILL (10/01/23-09/30/24)	10/01/2023	420.00	04/24	601-23-36-5480-299
49836	3	Invoice	ASTRA ANNUAL BILL (10/01/23-09/30/24)	10/01/2023	336.00	04/24	602-23-36-5480-299
49836	4	Invoice	ASTRA ANNUAL BILL (10/01/23-09/30/24)	10/01/2023	336.00	04/24	603-23-36-5480-299
Total 49836:					1,680.00		
Total ASTRA SECURITY (6495):					1,680.00		
<b>BLACKSTRAP, INC. (6872)</b>							
142612	1	Invoice	ROAD SALT = 25.80T	09/29/2023	2,209.77	04/24	204-23-30-5320-318
Total 142612:					2,209.77		
142831	1	Invoice	ROAD SALT = 25.83T	10/09/2023	2,212.34	04/24	204-23-30-5320-318
Total 142831:					2,212.34		
142890	1	Invoice	ROAD SALT = 25.44T	10/09/2023	2,178.94	04/24	204-23-30-5320-318
Total 142890:					2,178.94		
142969	1	Invoice	ROAD SALT = 25.75T	10/11/2023	2,205.49	04/24	204-23-30-5320-318
Total 142969:					2,205.49		
Total BLACKSTRAP, INC. (6872):					8,806.54		
<b>BOMGAARS (5165)</b>							
62037369	1	Invoice	12 GAL WINDOW WASH- PD	08/26/2023	17.98	04/24	100-21-21-5110-318
Total 62037369:					17.98		
62048133	1	Invoice	KNEE BOOT	09/26/2023	39.99	04/24	204-23-30-5310-312
Total 62048133:					39.99		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
62048326	1	Invoice	2 TUBES	09/26/2023	17.98	04/24	100-22-42-5210-314
Total 62048326:					17.98		
62048513	1	Invoice	CONCRETE TOOLS	09/27/2023	26.99	04/24	100-22-42-5210-311
Total 62048513:					26.99		
62049353	1	Invoice	DUCT TAPE, PACKING TAPE	09/29/2023	35.56	04/24	100-22-42-5210-318
Total 62049353:					35.56		
62049573	1	Invoice	KEY BLANK FOR KYP BATHROOM	09/30/2023	2.99	04/24	100-21-21-5110-318
Total 62049573:					2.99		
62050345	1	Invoice	SUPPLIES FOR BATHROOM REPAIRS - CITY	10/02/2023	17.37	04/24	100-24-36-5480-226
62050345	2	Invoice	SUPPLIES FOR BATHROOM REPAIRS - CITY	10/02/2023	12.41	04/24	601-23-36-5480-226
62050345	3	Invoice	SUPPLIES FOR BATHROOM REPAIRS - CITY	10/02/2023	9.93	04/24	602-23-36-5480-226
62050345	4	Invoice	SUPPLIES FOR BATHROOM REPAIRS - CITY	10/02/2023	9.93	04/24	603-23-36-5480-226
Total 62050345:					49.64		
62050628	1	Invoice	INKZALL MARKER-LINE VAN	10/03/2023	4.49	04/24	601-23-52-5935-314
62050628	2	Invoice	CLAMP. APPLIANCE CORD, CABLE TIES	10/03/2023	30.77	04/24	100-23-42-5371-318
Total 62050628:					35.26		
62051016	1	Invoice	GLOVES	10/04/2023	33.85	04/24	100-22-42-5210-312
62051016	2	Invoice	2 BAGS CONCRETE MIX	10/04/2023	8.98	04/24	100-22-42-5210-310
Total 62051016:					42.83		
62051237	1	Invoice	DRAIN KING OPENER	10/05/2023	34.99	04/24	603-23-70-5642-318
Total 62051237:					34.99		
62051238	1	Invoice	4 BAGS CONCRETE MIX	10/05/2023	17.96	04/24	100-22-42-5210-310
62051238	2	Invoice	ROUND UP STUMP KILLER	10/05/2023	14.99	04/24	100-22-42-5210-318
Total 62051238:					32.95		
62051282	1	Invoice	PIPE COUPLING-ST DEPT HEATER	10/05/2023	2.59	04/24	204-23-30-5310-226
Total 62051282:					2.59		
62051292	1	Invoice	4 BAGS CONCRETE MIX	10/05/2023	17.96	04/24	100-22-42-5210-310
Total 62051292:					17.96		
62051295	1	Invoice	EYE BOLTS, BULK BOLTS-WATER SHOP SU	10/05/2023	27.21	04/24	602-23-61-5642-318
Total 62051295:					27.21		
62051763	1	Invoice	HOSE CLAMP	10/06/2023	12.58	04/24	602-23-62-5662-318
Total 62051763:					12.58		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total BOMGAARS (5165):					397.50		
<b>BORDER STATES INDUSTRIES INC (109)</b>							
927085939	1	Invoice	9 - TOP TIES (336)	09/27/2023	207.72	04/24	601-23-52-5588-318
Total 927085939:					207.72		
927094584	1	Invoice	1 REEL INNERDUCT 1 1/4" RED	09/28/2023	2,140.00	04/24	601-23-52-5588-318
927094584	2	Invoice	4 REELS INNERDUCT 2" RED	09/28/2023	10,700.00	04/24	601-23-52-5588-318
Total 927094584:					12,840.00		
927113222	1	Invoice	200 - EQUIPMENT UTILITY LOCK	10/02/2023	340.26	04/24	601-23-52-5588-318
927113222	2	Invoice	150 - 5/8" SPRING CLIP WASHERS	10/02/2023	778.43	04/24	601-23-52-5588-318
927113222	3	Invoice	9 - TOP TIES (336)	10/02/2023	207.72	04/24	601-23-52-5588-318
927113222	4	Invoice	1200 - TRIPLEX OVERHEAD WIRE	10/02/2023	2,118.60	04/24	601-23-52-5935-871
Total 927113222:					3,445.01		
927134675	1	Invoice	10 - SHUR LOCK 1-1/4' COUPLERS	10/04/2023	135.89	04/24	601-23-52-5588-318
927134675	2	Invoice	10 - SHUR-LOCK 2IN COUPLERS	10/04/2023	143.06	04/24	601-23-52-5588-318
927134675	3	Invoice	24 - LED ST LIGHTS (NAVION)	10/04/2023	9,318.76	04/24	601-23-52-5585-313
Total 927134675:					9,597.71		
Total BORDER STATES INDUSTRIES INC (109):					26,090.44		
<b>CAPITAL SANITARY SUPPLY (6096)</b>							
C373941A	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	09/27/2023	56.89	04/24	100-24-36-5480-318
C373941A	2	Invoice	CUSTODIAL SUPPLIES/CITY HALL	09/27/2023	40.63	04/24	601-23-36-5480-318
C373941A	3	Invoice	CUSTODIAL SUPPLIES/CITY HALL	09/27/2023	32.51	04/24	602-23-36-5480-318
C373941A	4	Invoice	CUSTODIAL SUPPLIES/CITY HALL	09/27/2023	32.51	04/24	603-23-36-5480-318
Total C373941A:					162.54		
C375218	1	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-21-22-5140-316
C375218	2	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	204-23-30-5310-316
C375218	3	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	603-23-70-5921-316
C375218	4	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-23-42-5371-316
C375218	5	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	602-23-61-5921-316
C375218	6	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-21-18-5190-316
C375218	7	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-23-43-5361-316
C375218	8	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	601-24-16-5921-316
C375218	9	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-22-42-5233-316
C375218	10	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	601-23-52-5921-316
C375218	11	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-21-21-5110-316
C375218	12	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	9.90	04/24	100-24-18-5470-316
C375218	13	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	10.20	04/24	100-24-12-5430-316
C375218	14	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	18.57	04/24	602-23-81-5921-316
C375218	15	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	4.78	04/24	603-23-81-5921-316
C375218	16	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	30.09	04/24	601-23-81-5921-316
C375218	17	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	5.62	04/24	100-24-14-5435-316
C375218	18	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	11.88	04/24	602-23-80-5921-316
C375218	19	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	2.87	04/24	603-23-80-5921-316
C375218	20	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	30.03	04/24	601-23-80-5921-316
C375218	21	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	2.92	04/24	100-24-30-5380-316
C375218	22	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	2.92	04/24	601-24-30-5380-316
C375218	23	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	4.46	04/24	602-24-30-5380-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
C375218	24	Invoice	4 BOXES WHITE COPY PAPER	09/27/2023	4.46	04/24	603-24-30-5380-316
Total C375218:					247.60		
C375442	1	Invoice	CLEANING SUPPLIES-FULLER HALL	10/03/2023	204.27	04/24	100-22-42-5233-318
Total C375442:					204.27		
Total CAPITAL SANITARY SUPPLY (6096):					614.41		
<b>CENTRAL IOWA BLDG SUPPLY (1298)</b>							
1015668	1	Invoice	DIFFERENT SIZES OF GALV PIPE	10/03/2023	80.80	04/24	100-23-42-5371-310
Total 1015668:					80.80		
1018390	1	Invoice	2 - 4" OD x 11ga ERW 8'	10/02/2023	115.26	04/24	601-23-52-5588-318
Total 1018390:					115.26		
Total CENTRAL IOWA BLDG SUPPLY (1298):					196.06		
<b>CENTRAL IOWA DISTRIBUTING, INC (153)</b>							
01000467	1	Invoice	JANITORIAL SUPPLIES @ WATERPLANT	08/29/2023	200.00	04/24	602-23-61-5642-318
Total 01000467:					200.00		
01001304	1	Invoice	JANITORIAL SUPPLIES @ WWTP	09/26/2023	183.00	04/24	603-23-70-5642-318
Total 01001304:					183.00		
01001305	1	Invoice	FULL HALL CLEANING SUPPLIES	09/26/2023	362.00	04/24	100-22-42-5233-318
Total 01001305:					362.00		
Total CENTRAL IOWA DISTRIBUTING, INC (153):					745.00		
<b>CENTURY LINK (4614)</b>							
E65-4065 10/	1	Invoice	ALARM CIRCUIT LINE	10/01/2023	148.00	04/24	100-21-22-5140-230
Total E65-4065 10/01/23:					148.00		
Total CENTURY LINK (4614):					148.00		
<b>CLARKE MOSQUITO CONTROL PROD, INC (6777)</b>							
5105716	1	Invoice	2 - O-RING - ST#13	07/18/2023	24.30	04/24	204-23-30-5310-314
Total 5105716:					24.30		
Total CLARKE MOSQUITO CONTROL PROD, INC (6777):					24.30		
<b>CLEAN ALL (7699)</b>							
28420	1	Invoice	CLEANING SERVICES-FULLER HALL LOCKE	09/30/2023	853.15	04/24	100-22-42-5233-299
Total 28420:					853.15		
Total CLEAN ALL (7699):					853.15		



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>COLUMN SOFTWARE PBC (7826)</b>							
D1EC1C38-0	1	Invoice	PH NNOTICE - 3RD ST ROW	10/03/2023	26.50	04/24	100-24-18-5470-210
Total D1EC1C38-0051:					26.50		
D1EC1C38-0	1	Invoice	ORD 2023-1869 3RD ST ROW	10/06/2023	66.25	04/24	100-24-18-5470-210
Total D1EC1C38-0052:					66.25		
Total COLUMN SOFTWARE PBC (7826):					92.75		
<b>COMBINED SYSTEMS TECH, INC. (4548)</b>							
161749	1	Invoice	AMI FIBER CONNECTIONS	10/04/2023	157.50	04/24	601-23-52-5588-871
161749	2	Invoice	AMI FIBER CONNECTIONS	10/04/2023	157.50	04/24	602-23-62-5935-870
Total 161749:					315.00		
Total COMBINED SYSTEMS TECH, INC. (4548):					315.00		
<b>COUNSEL (3995)</b>							
24AR116303	1	Invoice	PRINTER CONTRACT - PD DEPT	09/27/2023	31.12	04/24	100-21-21-5110-225
Total 24AR1163034:					31.12		
24AR118505	1	Invoice	PRINTER CONTRACT - CEMETERY	10/03/2023	27.47	04/24	100-23-42-5371-299
Total 24AR118505:					27.47		
24AR118550	1	Invoice	PRINTER CONTRACT - INSPECTION	10/03/2023	17.79	04/24	100-21-18-5190-225
24AR118550	2	Invoice	PRINTER CONTRACT - PUBLIC WORKS	10/03/2023	17.79	04/24	100-24-30-5380-225
Total 24AR1185506:					35.58		
24AR118550	1	Invoice	PRINTER CONTRACT - LINE DEPT	10/03/2023	32.48	04/24	601-23-52-5931-225
Total 24AR1185507:					32.48		
24AR119992	1	Invoice	PRINTER CONTRACT - WATER DEPT	10/09/2023	37.89	04/24	602-23-61-5931-225
Total 24AR1199925:					37.89		
Total COUNSEL (3995):					164.54		
<b>CTI READY MIX, INC. (7518)</b>							
110937	1	Invoice	3 YDS C-4WR-C20-WHITE FOX & 3RD ST	09/28/2023	501.00	04/24	602-23-62-5662-318
Total 110937:					501.00		
110938	1	Invoice	10 YDS C-4WR-C20-WHITE FOX & 3RD ST	09/28/2023	1,670.00	04/24	602-23-62-5662-318
Total 110938:					1,670.00		
111093	1	Invoice	8.25 YDS C-4WR-C20-BELL & RICHARDSON	10/02/2023	1,377.75	04/24	204-23-30-5330-318
Total 111093:					1,377.75		
111161	1	Invoice	6 YDS C-4WR-C20-WHITE FOX & 3RD ST	10/03/2023	1,002.00	04/24	602-23-62-5662-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 111161:					1,002.00		
111360	1	Invoice	1.25 YDS C-4WR-C20-WILLOW & OAK	10/06/2023	308.75	04/24	204-23-30-5330-318
Total 111360:					308.75		
Total CTI READY MIX, INC. (7518):					4,859.50		
<b>CTS LANGUAGE LINK (6323)</b>							
251464	1	Invoice	TELE LANGUAGE TRANSLATION/PD	10/01/2023	425.08	04/24	100-21-21-5110-299
251464	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	10/01/2023	11.63	04/24	601-23-80-5930-299
Total 251464:					436.71		
Total CTS LANGUAGE LINK (6323):					436.71		
<b>CULLIGAN FORT DODGE (207)</b>							
093023	1	Invoice	AIRPORT-SOFT WATER SERVICE	09/30/2023	73.95	04/24	205-23-45-5372-299
Total 093023:					73.95		
Total CULLIGAN FORT DODGE (207):					73.95		
<b>DAILY FREEMAN JOURNAL, INC. (211)</b>							
09282023	1	Invoice	CM 09/18/2023	09/28/2023	224.64	04/24	100-24-14-5435-210
Total 09282023:					224.64		
L90014 09/2	1	Invoice	ORD 2023 - 1868 SOLAR ENERGY SYSTEMS	09/27/2023	215.20	04/24	100-24-18-5470-210
Total L90014 09/27/23:					215.20		
Total DAILY FREEMAN JOURNAL, INC. (211):					439.84		
<b>DAKOTA SUPPLY GROUP (3498)</b>							
S103107255.	1	Invoice	2 - SANITARY LIDS - STOCK	09/26/2023	443.05	04/24	603-23-71-5662-318
Total S103107255.001:					443.05		
S103107617.	1	Invoice	14FT - 12"X14' HEAVY WALL PVC SEWER PIP	09/26/2023	557.71	04/24	204-23-30-5330-318
Total S103107617.001:					557.71		
S103108504.	1	Invoice	100 - 3/4 WATER METER GASKETS	09/26/2023	44.12	04/24	602-23-61-5642-318
Total S103108504.001:					44.12		
S103128820.	1	Invoice	SANITARY LIDS	10/03/2023	443.05	04/24	603-23-71-5662-318
S103128820.	2	Invoice	RND POINT SHOVEL/CAST IRON VALVE BOX	10/03/2023	416.03	04/24	602-23-62-5662-318
Total S103128820.001:					859.08		
S103129035.	1	Invoice	1 - SANITARY LID - STOCK	10/03/2023	221.53	04/24	603-23-71-5662-318
Total S103129035.001:					221.53		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total DAKOTA SUPPLY GROUP (3498):					2,125.49		
<b>DESIGNER GRAPHIX PLUS, INC (1214)</b>							
2023-179	1	Invoice	LOGO ON 3 SHIRTS-PG/RECREATION	09/29/2023	12.00	04/24	100-22-42-5210-312
Total 2023-179:					12.00		
2023-180	1	Invoice	30 - MED/LG TSHIRTS FOR STAFF	10/04/2023	390.00	04/24	100-22-42-5233-318
2023-180	2	Invoice	4 - 2XL/3XL TSHIRTS FOR STAFF	10/04/2023	60.00	04/24	100-22-42-5233-318
Total 2023-180:					450.00		
Total DESIGNER GRAPHIX PLUS, INC (1214):					462.00		
<b>DIAMOND VOGEL PAINTS (2240)</b>							
270327504C	1	Invoice	CREDIT FROM INV #270327504-NOT OURS	10/03/2023	75.00-	04/24	100-21-30-5120-318
Total 270327504CR:					75.00-		
270335222	1	Invoice	(5)5 GAL WHITE TRAFFIC PAINT	08/02/2023	487.50	04/24	100-21-30-5120-318
Total 270335222:					487.50		
270335319	1	Invoice	10- BAGS DUAL BEADS	08/04/2023	400.00	04/24	100-21-30-5120-318
Total 270335319:					400.00		
270335463	1	Invoice	(2)2 GAL BLUE FED ACR TRAFFIC	08/09/2023	36.62	04/24	100-21-30-5120-318
Total 270335463:					36.62		
270335836	1	Invoice	(2)10.0 5 GAL ORANGE TRAFFIC PAINT	08/23/2023	431.80	04/24	100-21-30-5120-318
270335836	2	Invoice	(5)5 GAL ORANGE TRAFFIC PAINT	08/23/2023	215.90	04/24	100-21-30-5120-318
Total 270335836:					647.70		
270335859	1	Invoice	5- BAGS DUAL BEADS	08/23/2023	200.00	04/24	100-21-30-5120-318
Total 270335859:					200.00		
Total DIAMOND VOGEL PAINTS (2240):					1,696.82		
<b>DON'S PEST CONTROL (3349)</b>							
6724	1	Invoice	PEST CONTROL/WATER PLANT	10/09/2023	50.00	04/24	602-23-61-5651-299
Total 6724:					50.00		
Total DON'S PEST CONTROL (3349):					50.00		
<b>ELSDEN, WILLIAM (3201)</b>							
100623	1	Invoice	METER RELOCATION REBATE-ELSDEN	10/06/2023	500.00	04/24	601-23-51-5930-982
Total 100623:					500.00		
Total ELSDEN, WILLIAM (3201):					500.00		
<b>EMPLOYEE BENEFIT SYSTEMS (4707)</b>							
000040068	1	Invoice	HEALTH INSURANCE - NOVEMBER 2023	10/01/2023	5,458.95	04/24	902-11100

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
000040068	2	Invoice	HEALTH INSURANCE - NOVEMBER 2023	10/01/2023	111,476.38	04/24	902-11215
Total 000040068:					116,935.33		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					116,935.33		
<b>FASTENAL COMPANY (3509)</b>							
IAFTD25888	1	Invoice	EAR PLUGS/ EYE PROTECTION/RESPIRATO	09/20/2023	212.50	04/24	204-23-30-5310-319
Total IAFTD258887:					212.50		
Total FASTENAL COMPANY (3509):					212.50		
<b>FLETCHER-REINHARDT SERVICE COMPANY (305)</b>							
S1308775.00	1	Invoice	MISC STOCK SUPPLIES	09/28/2023	2,990.92	04/24	601-23-52-5588-318
S1308775.00	2	Invoice	STOCK WIRE	09/28/2023	1,074.58	04/24	601-23-52-5935-871
Total S1308775.001:					4,065.50		
S1309540.00	1	Invoice	MISC STOCK SUPPLIES	09/28/2023	1,662.53	04/24	601-23-52-5588-318
Total S1309540.001:					1,662.53		
Total FLETCHER-REINHARDT SERVICE COMPANY (305):					5,728.03		
<b>FLSmith USA, INC. (2900)</b>							
923765024	1	Invoice	2 - REPLACEMENT DIAPHRAGM	09/25/2023	1,050.00	04/24	603-23-70-5642-318
923765024	2	Invoice	FREIGHT FOR REPLACEMENT DIAPHRAGM	09/25/2023	40.00	04/24	603-23-70-5921-221
Total 923765024:					1,090.00		
Total FLSmith USA, INC. (2900):					1,090.00		
<b>GALLS, LLC - DBA CARPENTER UNIFORM (331)</b>							
025637164	1	Invoice	UNIFORM PANTS - #685	09/12/2023	77.86	04/24	100-21-21-5110-312
Total 025637164:					77.86		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					77.86		
<b>GERBER AUTO ELECTRIC (342)</b>							
143225	1	Invoice	31P-MHD INTERSTATE BATTERY-BORING U	10/10/2023	192.55	04/24	601-23-52-5935-314
Total 143225:					192.55		
Total GERBER AUTO ELECTRIC (342):					192.55		
<b>GREAT LORD GOGA SHIKOTAR LLC, THE (7827)</b>							
100923	1	Invoice	CUSTOMER DEPOSIT REFUND	10/09/2023	2,372.19	04/24	601-21011
Total 100923:					2,372.19		
Total GREAT LORD GOGA SHIKOTAR LLC, THE (7827):					2,372.19		
<b>GRIMSHAW, STACY (4407)</b>							
100323	1	Invoice	UNCASHED INSURANCE CHECK	10/03/2023	145.01	04/24	902-11215

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 100323:					145.01		
Total GRIMSHAW, STACY (4407):					145.01		
<b>HAWKINS, INC. (3668)</b>							
6597079	1	Invoice	CHLORINE/LPC-DP/SODIUM ALUMINATE	10/06/2023	8,178.30	04/24	602-23-61-5641-318
Total 6597079:					8,178.30		
Total HAWKINS, INC. (3668):					8,178.30		
<b>HYDRITE CHEMICAL CO. (421)</b>							
2023000005	1	Invoice	SODA ASH 48,020lbs	10/09/2023	14,618.56	04/24	602-23-61-5641-318
Total 2023000005322:					14,618.56		
Total HYDRITE CHEMICAL CO. (421):					14,618.56		
<b>HYDRO KLEAN, INC. (422)</b>							
085552	1	Invoice	9/21/2023-EMERGENCY RESPONSE TO TEL	09/26/2023	6,262.50	04/24	204-23-30-5330-299
Total 085552:					6,262.50		
085735	1	Invoice	10/2/23 EMERGENCY RESPONSE TO TELEVI	10/05/2023	1,700.00	04/24	204-23-30-5330-299
Total 085735:					1,700.00		
Total HYDRO KLEAN, INC. (422):					7,962.50		
<b>INTOXIMETERS, INC. (2300)</b>							
744901	1	Invoice	DRY GAS 108L/223PPM	10/04/2023	125.00	04/24	100-21-21-5110-319
Total 744901:					125.00		
Total INTOXIMETERS, INC. (2300):					125.00		
<b>IOWA COMMUNICATIONS NETWORK (7419)</b>							
681078	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	10/02/2023	45.20	04/24	100-24-16-5420-299
681078	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	10/02/2023	45.20	04/24	204-24-16-5930-299
681078	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	10/02/2023	45.20	04/24	601-24-16-5935-299
681078	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	10/02/2023	45.20	04/24	602-24-16-5935-299
681078	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	10/02/2023	45.20	04/24	603-24-16-5935-299
Total 681078:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
<b>IOWA DEPT OF NATURAL RESOURCES (466)</b>							
3849 - 2024	1	Invoice	ANNUAL WATER USE FEE - 2023	10/10/2023	115.00	04/24	602-23-61-5930-215
Total 3849 - 2024:					115.00		
5920 - 2024	1	Invoice	ANNUAL WATER USE FEE - 2023 MUNICIPAL	10/10/2023	115.00	04/24	602-23-61-5930-215
Total 5920 - 2024:					115.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total IOWA DEPT OF NATURAL RESOURCES (466):					230.00		
<b>IOWA ONE CALL (485)</b>							
254614	1	Invoice	ONE CALL SERVICES	09/29/2023	64.73	04/24	601-23-52-5930-299
254614	2	Invoice	ONE CALL SERVICES	09/29/2023	37.74	04/24	602-23-62-5662-299
254614	3	Invoice	ONE CALL SERVICES	09/29/2023	37.73	04/24	603-23-71-5662-299
Total 254614:					140.20		
Total IOWA ONE CALL (485):					140.20		
<b>IOWA SPECIALITY HOSPITAL-CLARION (7796)</b>							
9400980673	1	Invoice	3RD QTR DRUG TESTING	09/24/2023	25.00	04/24	100-23-42-5371-212
9400980673	2	Invoice	3RD QTR DRUG TESTING	09/24/2023	50.00	04/24	204-23-30-5310-212
9400980673	3	Invoice	3RD QTR DRUG TESTING	09/24/2023	25.00	04/24	601-23-52-5923-212
9400980673	4	Invoice	3RD QTR DRUG TESTING	09/24/2023	25.00	04/24	602-23-61-5923-212
Total 9400980673 09/24/23:					125.00		
Total IOWA SPECIALITY HOSPITAL-CLARION (7796):					125.00		
<b>JONES, TONY (4704)</b>							
100223	1	Invoice	MOWING NUISANCE PROPERTIES(9/13, 9/20	10/02/2023	315.00	04/24	228-23-36-5391-299
Total 100223:					315.00		
Total JONES, TONY (4704):					315.00		
<b>K.C. NIELSEN, LTD (6609)</b>							
10632636	1	Invoice	FUEL FILTER	10/02/2023	13.79	04/24	100-22-42-5210-314
Total 10632636:					13.79		
10632687	1	Invoice	FUEL FILTER	10/02/2023	19.45	04/24	100-22-42-5210-314
Total 10632687:					19.45		
10634916	1	Invoice	MOWER BLADE/SPINDLE	10/06/2023	159.82	04/24	100-22-42-5210-314
Total 10634916:					159.82		
10636342	1	Invoice	FILTER ELEMENT	10/09/2023	34.67	04/24	100-22-42-5210-314
Total 10636342:					34.67		
Total K.C. NIELSEN, LTD (6609):					227.73		
<b>KARL CHEVROLET BUICK GMC (7306)</b>							
2859	1	Invoice	CONNECTOR - PD CAR #2	09/26/2023	22.24	04/24	204-23-30-5310-314
Total 2859:					22.24		
Total KARL CHEVROLET BUICK GMC (7306):					22.24		
<b>KIESLER'S POLICE SUPPLY, INC. (5763)</b>							
IN223322	1	Invoice	OFFICER AMMUNITION	09/18/2023	274.42	04/24	100-41-21-5110-515

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total IN223322:					274.42		
Total KIESLER'S POLICE SUPPLY, INC. (5763):					274.42		
<b>KQWC RADIO STATION (553)</b>							
23090086	1	Invoice	RECYCLING ADS	09/30/2023	162.84	04/24	100-23-30-5340-235
Total 23090086:					162.84		
Total KQWC RADIO STATION (553):					162.84		
<b>LAMPERT LUMBER (564)</b>							
2054931	1	Invoice	CONCRETE SEALANT-BENCHES	09/28/2023	239.88	04/24	100-22-42-5210-318
2054931	2	Invoice	FINISHING TROWEL	09/28/2023	21.49	04/24	100-22-42-5210-311
Total 2054931:					261.37		
2062244-019	1	Invoice	2 ROLLS 6x50 FOAM EXPANSION	10/03/2023	19.44	04/24	603-23-71-5662-318
2062244-019	2	Invoice	2 ROLLS 6x50 FOAM EXPANSION	10/03/2023	19.44	04/24	204-23-30-5330-318
2062244-019	3	Invoice	2 ROLLS 6x50 FOAM EXPANSION	10/03/2023	19.44	04/24	602-23-62-5662-318
Total 2062244-019:					58.32		
2069836	1	Invoice	1 BAG MASONARY MORTAR	10/05/2023	10.49	04/24	100-22-42-5210-310
Total 2069836:					10.49		
2069877-019	1	Invoice	10 - PIECES OF 2x4x8 PREMIUM	10/05/2023	53.30	04/24	603-23-71-5662-318
Total 2069877-019:					53.30		
Total LAMPERT LUMBER (564):					383.48		
<b>LYNCH DALLAS, P.C./ATTY AT LAW (6336)</b>							
211972	1	Invoice	ATTORNEY FEES/WILSON BREWER PARK	09/30/2023	180.00	04/24	100-22-42-5221-299
Total 211972:					180.00		
212264	1	Invoice	ATTORNEY EXPENSES - WILSON BREWER P	10/12/2023	140.00	04/24	100-22-42-5221-299
Total 212264:					140.00		
Total LYNCH DALLAS, P.C./ATTY AT LAW (6336):					320.00		
<b>MACQUEEN EQUIPMENT (5144)</b>							
P21142	1	Invoice	4 GUTTER BROOMS-ST #8	10/02/2023	1,091.23	04/24	100-23-30-5350-314
Total P21142:					1,091.23		
Total MACQUEEN EQUIPMENT (5144):					1,091.23		
<b>MARTIN MARIETTA MATERIALS (601)</b>							
40612702	1	Invoice	1 1/2 CLEAN BAL	10/04/2023	485.76	04/24	601-23-52-5588-318
Total 40612702:					485.76		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total MARTIN MARIETTA MATERIALS (601):					485.76		
<b>MECHANICAL COMFORT, INC. (618)</b>							
48432	1	Invoice	HP9 & HP19 REPAIRS	09/29/2023	485.40	04/24	100-24-36-5480-226
48432	2	Invoice	HP9 & HP19 REPAIRS	09/29/2023	346.72	04/24	601-23-36-5480-226
48432	3	Invoice	HP9 & HP19 REPAIRS	09/29/2023	277.37	04/24	602-23-36-5480-226
48432	4	Invoice	HP9 & HP19 REPAIRS	09/29/2023	277.37	04/24	603-23-36-5480-226
Total 48432:					1,386.86		
Total MECHANICAL COMFORT, INC. (618):					1,386.86		
<b>MERTZ ENGINEERING CO. (3741)</b>							
240368	1	Invoice	2 - 8' POST YELLOW	10/04/2023	74.90	04/24	601-23-52-5588-318
Total 240368:					74.90		
Total MERTZ ENGINEERING CO. (3741):					74.90		
<b>MIDAMERICAN ENERGY (629)</b>							
544618904	1	Invoice	BOOSTER STATION ELECTRICITY	09/27/2023	179.70	04/24	602-23-62-5662-237
Total 544618904:					179.70		
Total MIDAMERICAN ENERGY (629):					179.70		
<b>MID-IOWA GARAGE DOOR, LLS (6997)</b>							
1118	1	Invoice	REPLACEMENT OF CEMETERY SHOP GARA	10/03/2023	8,050.00	04/24	100-23-42-5371-226
Total 1118:					8,050.00		
Total MID-IOWA GARAGE DOOR, LLS (6997):					8,050.00		
<b>MISSISSIPPI LIME COMPANY (652)</b>							
1692676	1	Invoice	QUICKLIME 23.60 9/27/23	09/27/2023	6,513.60	04/24	602-23-61-5641-318
Total 1692676:					6,513.60		
1693552	1	Invoice	QUICKLIME 24.31 10/04/23	10/04/2023	6,709.56	04/24	602-23-61-5641-318
Total 1693552:					6,709.56		
Total MISSISSIPPI LIME COMPANY (652):					13,223.16		
<b>MOORE CLEANING SERVICE, LLC (2902)</b>							
101223	1	Invoice	CLEANING SERVICES FOR CITY HALL	10/12/2023	455.00	04/24	100-24-36-5480-299
101223	2	Invoice	CLEANING SERVICES FOR CITY HALL	10/12/2023	325.00	04/24	601-23-36-5480-299
101223	3	Invoice	CLEANING SERVICES FOR CITY HALL	10/12/2023	260.00	04/24	602-23-36-5480-299
101223	4	Invoice	CLEANING SERVICES FOR CITY HALL	10/12/2023	260.00	04/24	603-23-36-5480-299
Total 101223:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
<b>MOULDER, DANIEL (7821)</b>							
100323	1	Invoice	CUSTOMER DEPOSIT REFUND	10/03/2023	146.42	04/24	601-21011



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 100323:					146.42		
Total MOULDER, DANIEL (7821):					146.42		
<b>MUNICIPAL SUPPLY, INC. (672)</b>							
0886070-IN	1	Invoice	2 - 12" CON x CI/PL COUP-OAK & WILLOW	09/28/2023	344.73	04/24	204-23-30-5330-318
Total 0886070-IN:					344.73		
0887278-IN	1	Invoice	5 1/4" FLANGE KIT	10/10/2023	389.37	04/24	602-23-62-5662-318
Total 0887278-IN:					389.37		
Total MUNICIPAL SUPPLY, INC. (672):					734.10		
<b>MURPHY TRACTOR &amp; EQUIPMENT CO. (1429)</b>							
2110450	1	Invoice	SERVICE TO JOHN DEERE 770D-STR #18	09/28/2023	1,001.43	04/24	204-23-30-5310-227
Total 2110450:					1,001.43		
2112605	1	Invoice	SUPPLIES FOR STR #11	10/02/2023	1,674.59	04/24	204-23-30-5310-314
Total 2112605:					1,674.59		
Total MURPHY TRACTOR & EQUIPMENT CO. (1429):					2,676.02		
<b>NAPA AUTO PARTS (677)</b>							
972320	1	Invoice	SOCKET SET - WWTP	09/27/2023	92.99	04/24	603-23-70-5642-311
Total 972320:					92.99		
972339	1	Invoice	SUPPLIES FOR PD 2, & STR SHOP	09/27/2023	294.19	04/24	204-23-30-5310-314
972339	2	Invoice	PANEL FILTER - STR #11 (DUE TO MULCH FI	09/27/2023	10.68	04/24	100-22-42-5210-299
Total 972339:					304.87		
972665	1	Invoice	8 IN LONG HEX KEY/BATTERLY CABLE BOLT	10/03/2023	26.32	04/24	603-23-70-5935-315
Total 972665:					26.32		
Total NAPA AUTO PARTS (677):					424.18		
<b>NCL OF WISCONSIN, INC. (687)</b>							
493442	1	Invoice	WATER TREATMENT CHEMICALS	09/27/2023	125.96	04/24	602-23-61-5641-318
Total 493442:					125.96		
Total NCL OF WISCONSIN, INC. (687):					125.96		
<b>NORTH CENTRAL IA REGIONAL SOLID WASTE (7809)</b>							
093023	1	Invoice	INV. 357185	09/30/2023	1,652.57	04/24	603-23-70-5653-299
093023	2	Invoice	INV. #357213	09/30/2023	1,025.72	04/24	603-23-70-5653-299
093023	3	Invoice	INV. #357229	09/30/2023	799.97	04/24	603-23-70-5653-299
093023	4	Invoice	INV. #357251	09/30/2023	918.28	04/24	603-23-70-5653-299
093023	5	Invoice	INV. #357261	09/30/2023	860.41	04/24	603-23-70-5653-299
093023	6	Invoice	INV. #357286	09/30/2023	1,006.57	04/24	603-23-70-5653-299
093023	7	Invoice	INV. #357305	09/30/2023	882.62	04/24	603-23-70-5653-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
093023	8	Invoice	INV. #357345	09/30/2023	1,087.48	04/24	603-23-70-5653-299
Total 093023:					8,233.62		
Total NORTH CENTRAL IA REGIONAL SOLID WASTE (7809):					8,233.62		
<b>O'REILLY AUTOMOTIVE, INC. (727)</b>							
0357-170297	1	Invoice	MEGA FUSE/3 PC WIRE BRUSH-PD CAR #4	09/23/2023	15.28	04/24	100-21-21-5110-314
Total 0357-170297:					15.28		
0357-170463	1	Invoice	1 CAR FOGGER	09/25/2023	9.99	04/24	204-23-30-5310-314
Total 0357-170463:					9.99		
Total O'REILLY AUTOMOTIVE, INC. (727):					25.27		
<b>PAGEL REPAIR (3497)</b>							
927-88	1	Invoice	7 - KEYS CUT	09/27/2023	17.50	04/24	100-23-42-5371-318
927-88	2	Invoice	LABOR REPAIR PANIC DOOR - FULLER HALL	09/27/2023	71.00	04/24	100-22-42-5233-226
Total 927-88:					88.50		
Total PAGEL REPAIR (3497):					88.50		
<b>PINT, RUSSEL &amp; DEBRA (7828)</b>							
092823	1	Invoice	METER RELOCATION REBATE-PINT	09/28/2023	500.00	04/24	601-23-51-5930-982
Total 092823:					500.00		
Total PINT, RUSSEL & DEBRA (7828):					500.00		
<b>PLATINUM CONNECT, LLC. (7663)</b>							
1011085	1	Invoice	TELEPHONE SERVICE	10/01/2023	8.95	04/24	100-24-12-5430-230
1011085	2	Invoice	TELEPHONE SERVICE	10/01/2023	24.62	04/24	601-23-81-5921-230
1011085	3	Invoice	TELEPHONE SERVICE	10/01/2023	5.60	04/24	602-23-81-5921-230
1011085	4	Invoice	TELEPHONE SERVICE	10/01/2023	5.60	04/24	603-23-81-5921-230
1011085	5	Invoice	TELEPHONE SERVICE	10/01/2023	4.02	04/24	100-24-14-5435-230
1011085	6	Invoice	TELEPHONE SERVICE	10/01/2023	29.09	04/24	601-23-80-5903-230
1011085	7	Invoice	TELEPHONE SERVICE	10/01/2023	8.95	04/24	602-23-80-5921-230
1011085	8	Invoice	TELEPHONE SERVICE	10/01/2023	2.69	04/24	603-23-80-5921-230
1011085	9	Invoice	TELEPHONE SERVICE	10/01/2023	11.19	04/24	100-24-30-5380-230
1011085	10	Invoice	TELEPHONE SERVICE	10/01/2023	11.19	04/24	601-24-30-5380-230
1011085	11	Invoice	TELEPHONE SERVICE	10/01/2023	11.19	04/24	602-24-30-5380-230
1011085	12	Invoice	TELEPHONE SERVICE	10/01/2023	11.19	04/24	603-24-30-5380-230
1011085	13	Invoice	TELEPHONE SERVICE	10/01/2023	44.75	04/24	100-23-42-5371-230
1011085	14	Invoice	TELEPHONE SERVICE	10/01/2023	44.75	04/24	601-23-52-5588-230
1011085	15	Invoice	TELEPHONE SERVICE	10/01/2023	44.75	04/24	100-22-42-5233-230
1011085	16	Invoice	TELEPHONE SERVICE	10/01/2023	44.75	04/24	204-23-30-5310-230
1011085	17	Invoice	TELEPHONE SERVICE	10/01/2023	44.75	04/24	603-23-70-5642-230
1011085	18	Invoice	TELEPHONE SERVICE	10/01/2023	44.75	04/24	602-23-61-5642-230
1011085	19	Invoice	TELEPHONE SERVICE	10/01/2023	18.85	04/24	100-21-22-5140-230
1011085	20	Invoice	TELEPHONE SERVICE	10/01/2023	144.63	04/24	100-21-21-5110-230
Total 1011085:					566.26		
Total PLATINUM CONNECT, LLC. (7663):					566.26		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>PLUMB SUPPLY CO. INC. (761)</b>							
9010473	1	Invoice	URINAL REPAIR SUPPLIES - LINE DEPT	09/18/2023	416.44	04/24	601-23-52-5591-226
Total 9010473:					416.44		
Total PLUMB SUPPLY CO. INC. (761):					416.44		
<b>PRAIRIE ENERGY COOPERATIVE (768)</b>							
22685 10/05/	1	Invoice	AIRPORT ELECTRICITY/FIVE METERS	10/05/2023	585.13	04/24	205-23-45-5372-237
Total 22685 10/05/23:					585.13		
Total PRAIRIE ENERGY COOPERATIVE (768):					585.13		
<b>SAFE LIFE DEFENSE (7005)</b>							
091923	1	Invoice	ARMOR PANELS - #625	09/19/2023	466.33	04/24	100-21-21-5110-312
091923	2	Invoice	CONCEALABLE CARRIER - #625	09/19/2023	64.07	04/24	100-21-21-5110-312
091923	3	Invoice	HARD RIFLE PLATE 10x12" - #625	09/19/2023	274.12	04/24	100-21-21-5110-312
091923	4	Invoice	TACTICAL CARRIER - #625	09/19/2023	173.55	04/24	100-21-21-5110-312
091923	5	Invoice	SIDE ARMOR PANELS - #625	09/19/2023	55.96	04/24	100-21-21-5110-312
Total 091923:					1,034.03		
Total SAFE LIFE DEFENSE (7005):					1,034.03		
<b>SMITH, TROY (7829)</b>							
100923	1	Invoice	CUSTOMER DEPOSIT REFUND	10/09/2023	127.31	04/24	601-21011
Total 100923:					127.31		
Total SMITH, TROY (7829):					127.31		
<b>SNYDER &amp; ASSOCIATES (2951)</b>							
122.0346.01-	1	Invoice	ENG SVC - LINCOLN DR	09/30/2023	1,467.89	04/24	525-23-30-5310-212
122.0346.01-	2	Invoice	ENG SVC - FAIR MEADOW	09/30/2023	2,560.75	04/24	525-23-30-5310-212
Total 122.0346.01-17:					4,028.64		
122.1080.01	1	Invoice	ENG - 2023 SAN SEWER REHAB - #9-23-010	09/30/2023	14,641.00	04/24	603-23-71-5673-212
Total 122.1080.01A-2:					14,641.00		
123.0071.01-	1	Invoice	ENG - ON-CALL, GEN SVC	09/30/2023	540.00	04/24	100-24-30-5380-212
123.0071.01-	2	Invoice	ENG - ON-CALL, GEN SVC	09/30/2023	540.00	04/24	601-24-30-5380-212
123.0071.01-	3	Invoice	ENG - ON-CALL, GEN SVC	09/30/2023	540.00	04/24	602-24-30-5380-212
123.0071.01-	4	Invoice	ENG - ON-CALL, GEN SVC	09/30/2023	540.00	04/24	603-24-30-5380-212
123.0071.01-	5	Invoice	ENG - KWIK STAR DEV	09/30/2023	1,112.75	04/24	100-24-18-5470-212
123.0071.01-	6	Invoice	CREDIT #3	09/30/2023	.02-	04/24	100-24-30-5380-212
Total 123.0071.01-8:					3,272.73		
123.0151.01-	1	Invoice	ENG - WATER SYSTEM STUDY	09/30/2023	12,295.25	04/24	602-23-62-5673-870
Total 123.0151.01-2:					12,295.25		
Total SNYDER & ASSOCIATES (2951):					34,237.62		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>SPECTRUM ADVANTAGE LLC (6779)</b>							
23-00-1069	1	Invoice	FIBER OPTIC SPLICING - AMI	09/27/2023	3,112.06	04/24	601-23-52-5588-871
23-00-1069	2	Invoice	FIBER OPTIC SPLICING - AMI	09/27/2023	3,112.06	04/24	602-23-62-5935-870
Total 23-00-1069:					6,224.12		
Total SPECTRUM ADVANTAGE LLC (6779):					6,224.12		
<b>SPORTS WORLD (894)</b>							
092823	1	Invoice	5TH/6TH VB SHIRTS	09/28/2023	376.25	04/24	100-22-42-5233-318
Total 092823:					376.25		
093023	1	Invoice	3RD/4TH VB SHIRTS	09/30/2023	376.25	04/24	100-22-42-5233-318
Total 093023:					376.25		
Total SPORTS WORLD (894):					752.50		
<b>STATE HYGIENIC LABORATORY (423)</b>							
265694	1	Invoice	WASTEWATER TESTING	09/30/2023	1,238.00	04/24	603-23-70-5923-212
Total 265694:					1,238.00		
265695	1	Invoice	WATER PLANT TESTING	09/30/2023	193.50	04/24	602-23-61-5651-299
Total 265695:					193.50		
Total STATE HYGIENIC LABORATORY (423):					1,431.50		
<b>STOECKER, CODY (7822)</b>							
100323	1	Invoice	CUSTOMER DEPOSIT REFUND	10/03/2023	56.28	04/24	601-21011
Total 100323:					56.28		
Total STOECKER, CODY (7822):					56.28		
<b>STOREY KENWORTHY (5937)</b>							
PINV1122311	1	Invoice	LASER STATEMENTS - PLEASANT HILL LINE	09/27/2023	19.80	04/24	100-24-14-5435-316
PINV1122311	2	Invoice	LASER STATEMENTS - PLEASANT HILL LINE	09/27/2023	143.00	04/24	601-23-80-5921-316
PINV1122311	3	Invoice	LASER STATEMENTS - PLEASANT HILL LINE	09/27/2023	44.00	04/24	602-23-80-5921-316
PINV1122311	4	Invoice	LASER STATEMENTS - PLEASANT HILL LINE	09/27/2023	13.20	04/24	603-23-80-5921-316
Total PINV1122311:					220.00		
Total STOREY KENWORTHY (5937):					220.00		
<b>THE TRASHMAN, LLC (943)</b>							
749-1817	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	26.95	04/24	100-24-36-5480-236
749-1817	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	19.25	04/24	601-23-36-5480-236
749-1817	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	15.40	04/24	602-23-36-5480-236
749-1817	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	15.40	04/24	603-23-36-5480-236
749-1817	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	77.00	04/24	100-22-42-5280-236
749-1817	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	44.00	04/24	204-23-30-5310-236
749-1817	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	16.50	04/24	100-21-22-5140-236
749-1817	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	77.00	04/24	100-22-42-5233-236
749-1817	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	44.00	04/24	601-23-52-5588-236
749-1817	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	44.00	04/24	603-23-70-5642-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
749-1817	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	44.00	04/24	100-22-42-5210-236
749-1817	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	44.00	04/24	602-23-61-5642-236
749-1817	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	09/30/2023	44.00	04/24	205-23-45-5372-236
Total 749-1817:					511.50		
749-1818	1	Invoice	DROP BOX CHARGES/EXTRA SVC	09/30/2023	367.00	04/24	100-23-30-5340-235
Total 749-1818:					367.00		
749-1819	1	Invoice	CURB RECYCLING - SEPTEMBER 2023	10/01/2023	13,074.51	04/24	100-23-30-5340-235
Total 749-1819:					13,074.51		
Total THE TRASHMAN, LLC (943):					13,953.01		
<b>T-MOBILE (7288)</b>							
973411563 0	1	Invoice	INSPECTION IPAD ONE TIME CHRG	09/21/2023	265.50	03/24	100-24-16-5420-230
973411563 0	2	Invoice	INSPECTION IPAD ONE TIME CHRG	09/21/2023	973.49	03/24	601-24-16-5921-230
973411563 0	3	Invoice	INSPECTION IPAD ONE TIME CHRG	09/21/2023	265.50	03/24	602-24-16-5921-230
973411563 0	4	Invoice	INSPECTION IPAD ONE TIME CHRG	09/21/2023	265.49	03/24	603-24-16-5921-230
973411563 0	5	Invoice	PHONE SVC/INSPECTION	09/21/2023	25.80	03/24	100-21-18-5190-230
973411563 0	6	Invoice	PHONE SVC/PD CAR PHONES	09/21/2023	154.80	03/24	100-21-21-5110-230
973411563 0	7	Invoice	PHONE SVC/INVESTIGATOR	09/21/2023	33.46	03/24	100-21-21-5110-230
973411563 0	8	Invoice	PD (GETAC)	09/21/2023	58.80	03/24	100-21-21-5110-230
973411563 0	9	Invoice	TOUGHBOOKS	09/21/2023	158.98	03/24	100-21-21-5110-230
Total 973411563 09/21/23:					2,201.82		
974816802 0	1	Invoice	PHONE SVC/ORTON	09/21/2023	14.98	03/24	601-23-52-5588-230
974816802 0	2	Invoice	PHONE SVC/ORTON	09/21/2023	14.99	03/24	601-23-51-5566-230
974816802 0	3	Invoice	PHONE SVC/ARIEL	09/21/2023	46.14	03/24	100-24-18-5470-230
974816802 0	4	Invoice	PHONE SVC/BRANDON	09/21/2023	40.18	03/24	204-23-30-5310-230
974816802 0	5	Invoice	PHONE SVC/BREANNE	09/21/2023	15.38	03/24	100-22-42-5210-230
974816802 0	6	Invoice	PHONE SVC/BREANNE	09/21/2023	15.38	03/24	100-22-42-5233-230
974816802 0	7	Invoice	PHONE SVC/BREANNE	09/21/2023	15.38	03/24	100-23-42-5371-230
974816802 0	8	Invoice	ON-CALL PHONE SVC/WATER	09/21/2023	44.42	03/24	602-23-61-5642-230
974816802 0	9	Invoice	ON-CALL PHONE SVC/WWTP	09/21/2023	44.42	03/24	603-23-70-5642-230
974816802 0	10	Invoice	PHONE SVC/NICK	09/21/2023	22.21	03/24	602-23-61-5642-230
974816802 0	11	Invoice	PHONE SVC/NICK	09/21/2023	22.21	03/24	603-23-70-5642-230
974816802 0	12	Invoice	PHONE SVC/MGR & ASST MGR	09/21/2023	27.87	03/24	100-24-12-5430-230
974816802 0	13	Invoice	PHONE SVC/MGR & ASST MGR	09/21/2023	76.65	03/24	601-23-81-5921-230
974816802 0	14	Invoice	PHONE SVC/MGR & ASST MGR	09/21/2023	17.42	03/24	602-23-81-5921-230
974816802 0	15	Invoice	PHONE SVC/MGR & ASST MGR	09/21/2023	17.42	03/24	603-23-81-5921-230
974816802 0	16	Invoice	METER IPAD SVC	09/21/2023	9.98	03/24	602-23-80-5902-299
974816802 0	17	Invoice	METER IPAD SVC	09/21/2023	9.99	03/24	601-23-80-5905-299
974816802 0	18	Invoice	SCADA TABLET	09/21/2023	19.97	03/24	602-23-61-5642-230
974816802 0	19	Invoice	INSPECTION IPAD SVC	09/21/2023	26.78	03/24	100-21-18-5190-230
974816802 0	20	Invoice	RIGHT OF WAY IPAD SVC	09/21/2023	4.99	03/24	100-24-30-5380-230
974816802 0	21	Invoice	RIGHT OF WAY IPAD SVC	09/21/2023	4.99	03/24	601-24-30-5380-230
974816802 0	22	Invoice	RIGHT OF WAY IPAD SVC	09/21/2023	4.99	03/24	602-24-30-5380-230
974816802 0	23	Invoice	RIGHT OF WAY IPAD SVC	09/21/2023	5.00	03/24	603-24-30-5380-230
974816802 0	24	Invoice	STREET IPAD SVC	09/21/2023	39.94	03/24	204-23-30-5310-230
974816802 0	25	Invoice	STREET IPAD SVC	09/21/2023	39.94	03/24	602-23-62-5662-230
Total 974816802 09/21/23:					601.62		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total T-MOBILE (7288):					2,803.44		
<b>TNEMEC COMPANY, INC. (955)</b>							
2635591	1	Invoice	POOL PAINT	09/27/2023	1,823.54	04/24	100-22-42-5242-318
Total 2635591:					1,823.54		
Total TNEMEC COMPANY, INC. (955):					1,823.54		
<b>TONY'S TIRE SERVICE (958)</b>							
181271	1	Invoice	REPAIR R REAR TIRE-ST SWEEPER	10/03/2023	288.02	04/24	100-23-30-5350-314
Total 181271:					288.02		
Total TONY'S TIRE SERVICE (958):					288.02		
<b>TORRES ANDRADE, ALFREDO (7823)</b>							
100323	1	Invoice	METER DEPOSIT REFUND	10/03/2023	235.00	04/24	601-21011
Total 100323:					235.00		
Total TORRES ANDRADE, ALFREDO (7823):					235.00		
<b>UNITED COOPERATIVE (979)</b>							
10675	1	Invoice	GAS REPORT	09/07/2023	2,016.38	04/24	100-21-21-5110-315
10675	2	Invoice	GAS REPORT	09/07/2023	769.50	04/24	204-23-30-5310-315
10675	3	Invoice	GAS REPORT	09/07/2023	200.21	04/24	603-23-70-5935-315
10675	4	Invoice	GAS REPORT	09/07/2023	145.35	04/24	602-23-61-5935-315
10675	5	Invoice	GAS REPORT	09/07/2023	147.84	04/24	603-23-80-5926-232
10675	6	Invoice	GAS REPORT	09/07/2023	54.51	04/24	100-21-18-5190-315
10675	7	Invoice	GAS REPORT	09/07/2023	788.03	04/24	601-23-52-5935-315
10675	8	Invoice	GAS REPORT	09/07/2023	66.26	04/24	601-23-80-5935-315
10675	9	Invoice	GAS REPORT	09/07/2023	66.27	04/24	602-23-80-5935-315
10675	10	Invoice	GAS REPORT	09/07/2023	74.10	04/24	100-22-42-5233-315
10675	11	Invoice	GAS REPORT	09/07/2023	525.47	04/24	100-22-42-5210-315
10675	12	Invoice	GAS REPORT	09/07/2023	525.47	04/24	100-23-42-5371-315
10675	13	Invoice	GAS REPORT	09/07/2023	441.93	04/24	100-24-14-5435-315
Total 10675:					5,821.32		
10707	1	Invoice	DIESEL REPORT	09/11/2023	608.55	04/24	100-21-22-5140-315
10707	2	Invoice	DIESEL REPORT	09/11/2023	1,952.08	04/24	204-23-30-5310-315
10707	3	Invoice	DIESEL REPORT	09/11/2023	194.64	04/24	602-23-61-5935-315
10707	4	Invoice	DIESEL REPORT	09/11/2023	717.94	04/24	601-23-52-5935-315
10707	5	Invoice	DIESEL REPORT	09/11/2023	161.02	04/24	100-22-42-5210-315
10707	6	Invoice	DIESEL REPORT	09/11/2023	161.01	04/24	100-23-42-5371-315
10707	7	Invoice	DIESEL REPORT	09/11/2023	960.16	04/24	100-24-14-5435-315
Total 10707:					4,755.40		
10754	1	Invoice	GAS REPORT	09/20/2023	1,435.88	04/24	100-21-21-5110-315
10754	2	Invoice	GAS REPORT	09/20/2023	63.16	04/24	100-21-22-5140-315
10754	3	Invoice	GAS REPORT	09/20/2023	376.62	04/24	204-23-30-5310-315
10754	4	Invoice	GAS REPORT	09/20/2023	169.03	04/24	603-23-70-5935-315
10754	5	Invoice	GAS REPORT	09/20/2023	139.38	04/24	602-23-61-5935-315
10754	6	Invoice	GAS REPORT	09/20/2023	17.79	04/24	603-23-80-5926-232
10754	7	Invoice	GAS REPORT	09/20/2023	30.84	04/24	100-21-18-5190-315
10754	8	Invoice	GAS REPORT	09/20/2023	436.22	04/24	601-23-52-5935-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
10754	9	Invoice	GAS REPORT	09/20/2023	122.18	04/24	601-23-80-5935-315
10754	10	Invoice	GAS REPORT	09/20/2023	122.18	04/24	602-23-80-5935-315
10754	11	Invoice	GAS REPORT	09/20/2023	271.49	04/24	100-22-42-5210-315
10754	12	Invoice	GAS REPORT	09/20/2023	271.49	04/24	100-23-42-5371-315
10754	13	Invoice	GAS REPORT	09/20/2023	198.04	04/24	100-24-14-5435-315
Total 10754:					3,654.30		
10780	1	Invoice	DIESEL REPORT	09/26/2023	160.05	04/24	100-21-22-5140-315
10780	2	Invoice	DIESEL REPORT	09/26/2023	2,197.11	04/24	204-23-30-5310-315
10780	3	Invoice	DIESEL REPORT	09/26/2023	1,102.07	04/24	601-23-52-5935-315
10780	4	Invoice	DIESEL REPORT	09/26/2023	178.52	04/24	100-22-42-5210-315
10780	5	Invoice	DIESEL REPORT	09/26/2023	178.52	04/24	100-23-42-5371-315
10780	6	Invoice	DIESEL REPORT	09/26/2023	486.82	04/24	100-24-14-5435-315
Total 10780:					4,303.09		
Total UNITED COOPERATIVE (979):					18,534.11		
<b>UNITY POINT CLINIC-OCC MEDICINE (5263)</b>							
197066	1	Invoice	3RD QTR DRUG TESTING 2023	10/02/2023	42.00	04/24	100-23-42-5371-212
197066	2	Invoice	3RD QTR DRUG TESTING 2023	10/02/2023	42.00	04/24	204-23-30-5310-212
197066	3	Invoice	3RD QTR DRUG TESTING 2023	10/02/2023	42.00	04/24	601-23-52-5923-212
197066	4	Invoice	3RD QTR DRUG TESTING 2023	10/02/2023	42.00	04/24	602-23-61-5923-212
197066	5	Invoice	3RD QTR DRUG TESTING 2023	10/02/2023	42.00	04/24	603-23-70-5923-212
Total 197066:					210.00		
Total UNITY POINT CLINIC-OCC MEDICINE (5263):					210.00		
<b>UNITYPOINT HEALTH TRINITY REG MED CTR (5437)</b>							
092223	1	Invoice	PRE-EMPLOYMENT/NEW OFFICER	09/22/2023	1,019.20	04/24	100-21-21-5110-319
Total 092223:					1,019.20		
Total UNITYPOINT HEALTH TRINITY REG MED CTR (5437):					1,019.20		
<b>UPPER DES MOINES OPPORTUNITY (985)</b>							
092823	1	Invoice	ELECTRIC REFUND/LARRY MAXWELL	09/28/2023	227.25	04/24	601-23-80-5903-980
Total 092823:					227.25		
Total UPPER DES MOINES OPPORTUNITY (985):					227.25		
<b>US AUTOFORCE (7353)</b>							
INV0002203	1	Invoice	4 - LT275/70R18 TIRES-PUBLIC GROUND PIC	10/05/2023	1,054.20	04/24	204-23-30-5310-314
Total INV0002203970:					1,054.20		
Total US AUTOFORCE (7353):					1,054.20		
<b>US CELLULAR (986)</b>							
0606086977	1	Invoice	CELLULAR SERVICE	09/20/2023	45.22	04/24	204-23-30-5310-230
0606086977	2	Invoice	CELLULAR SERVICE	09/20/2023	22.61	04/24	601-23-52-5588-230
0606086977	3	Invoice	CELLULAR SERVICE	09/20/2023	22.60	04/24	601-23-51-5566-230
0606086977	4	Invoice	CELLULAR SERVICE	09/20/2023	11.31	04/24	100-24-30-5380-230
0606086977	5	Invoice	CELLULAR SERVICE	09/20/2023	11.31	04/24	601-24-30-5380-230
0606086977	6	Invoice	CELLULAR SERVICE	09/20/2023	11.31	04/24	602-24-30-5380-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0606086977	7	Invoice	CELLULAR SERVICE	09/20/2023	11.30	04/24	603-24-30-5380-230
0606086977	8	Invoice	CELLULAR SERVICE	09/20/2023	9.03	04/24	100-24-12-5430-230
0606086977	9	Invoice	CELLULAR SERVICE	09/20/2023	24.87	04/24	601-23-81-5921-230
0606086977	10	Invoice	CELLULAR SERVICE	09/20/2023	5.64	04/24	602-23-81-5921-230
0606086977	11	Invoice	CELLULAR SERVICE	09/20/2023	5.64	04/24	603-23-81-5921-230
0606086977	12	Invoice	CELLULAR SERVICE-TABLETS	09/20/2023	45.22	04/24	100-21-18-5190-230
0606086977	13	Invoice	CELLULAR SERVICE-TABLETS	09/20/2023	22.61	04/24	602-23-80-5902-299
0606086977	14	Invoice	CELLULAR SERVICE-TABLETS	09/20/2023	22.60	04/24	601-23-80-5905-299
0606086977	15	Invoice	CELLULAR SERVICE-TABLETS	09/20/2023	45.22	04/24	100-21-22-5140-230
0606086977	16	Invoice	CELLULAR SERVICE-TABLETS	09/20/2023	180.88	04/24	601-23-52-5930-215
Total 0606086977:					497.37		
Total US CELLULAR (986):					497.37		
<b>UTILITY SERVICE CO., INC. (3294)</b>							
590644	1	Invoice	QTRLY PYMT/520 WATER TOWER MTC	10/01/2023	6,444.31	04/24	602-23-60-5614-299
Total 590644:					6,444.31		
590645	1	Invoice	QRTLY PYMT/GROUND STORAGE TANK MT	10/01/2023	5,422.76	04/24	602-23-60-5614-299
Total 590645:					5,422.76		
590646	1	Invoice	QRTLY PYMT/PEDISPHERE HY-VEE TOWER	10/01/2023	5,485.03	04/24	602-23-60-5614-299
Total 590646:					5,485.03		
Total UTILITY SERVICE CO., INC. (3294):					17,352.10		
<b>VANDE ZANDE, STEVE (7825)</b>							
100323	1	Invoice	ENERGY EFFICIENCY REBATE-608 WALNUT	10/03/2023	150.00	04/24	601-23-36-5930-979
100323	2	Invoice	CB ENERGY STAR APPLIANCE REBATE	10/03/2023	100.00	04/24	601-23-53-5930-979
Total 100323:					250.00		
Total VANDE ZANDE, STEVE (7825):					250.00		
<b>VAN-HOF TRUCKING, INC. (2655)</b>							
15876	1	Invoice	FREIGHT ON LIME 09/27/23	09/28/2023	2,666.50	04/24	602-23-61-5921-221
Total 15876:					2,666.50		
Total VAN-HOF TRUCKING, INC. (2655):					2,666.50		
<b>VESSCO, INC. (997)</b>							
092030	1	Invoice	ROTAMETER 5" CL2, WATER	09/25/2023	460.11	04/24	602-23-61-5935-870
Total 092030:					460.11		
Total VESSCO, INC. (997):					460.11		
<b>WEBSTER CITY TRUE VALUE (2155)</b>							
170943	1	Invoice	4 - 90 DEG ELBOW - E34 PUMP REPAIRS	08/22/2023	11.16	04/24	100-21-22-5140-227
Total 170943:					11.16		
171689	1	Invoice	80 OZ DRANO CLOG REMOVER-WWTP	09/27/2023	12.99	04/24	603-23-70-5642-318



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 171689:					12.99		
171690	1	Invoice	KEYS-WWTP	09/27/2023	1.87	04/24	603-23-70-5642-318
Total 171690:					1.87		
171807	1	Invoice	US SHIPPING FEE	10/03/2023	1.71	04/24	100-24-14-5435-316
171807	2	Invoice	US SHIPPING FEE	10/03/2023	12.32	04/24	601-23-80-5921-316
171807	3	Invoice	US SHIPPING FEE	10/03/2023	3.79	04/24	602-23-80-5921-316
171807	4	Invoice	US SHIPPING FEE	10/03/2023	1.14	04/24	603-23-80-5921-316
Total 171807:					18.96		
171836	1	Invoice	THEROMOSTAT/COUPLING/GAS CONNECT	10/04/2023	76.76	04/24	204-23-30-5310-310
Total 171836:					76.76		
Total WEBSTER CITY TRUE VALUE (2155):					121.74		
<b>WESCO RECEIVABLES CORP (1038)</b>							
792906	1	Invoice	STOCK MATERIAL	09/26/2023	1,627.47	04/24	601-23-52-5588-318
Total 792906:					1,627.47		
803242	1	Invoice	2022 URD CONVERSION MATERIAL	10/03/2023	748.52	04/24	601-23-52-5588-871
Total 803242:					748.52		
Total WESCO RECEIVABLES CORP (1038):					2,375.99		
<b>WESTRUM LEAK DETECTION, INC. (1040)</b>							
5594	1	Invoice	LEAK DETECTION - WILLOW & OAK ST ON 1	09/29/2023	605.00	04/24	602-23-62-5662-318
Total 5594:					605.00		
Total WESTRUM LEAK DETECTION, INC. (1040):					605.00		
Total 10/16/2023:					368,350.86		
Grand Totals:					371,850.86		

## Report GL Period Summary

GL Period	Amount
04/24	369,047.42
03/24	2,803.44
Grand Totals:	371,850.86

Vendor number hash: 703147  
Vendor number hash - split: 1909633  
Total number of invoices: 190  
Total number of transactions: 442

Terms Description	Invoice Amount	Net Invoice Amount
Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	371,850.86	371,850.86
Grand Totals:	371,850.86	371,850.86





**FUND LIST TOTALS FOR BILLS    October 16, 2023**

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	48,295.90
204	Road Use Tax Funds	29,628.66
205	Airport Fund	703.08
208	Hotel/Motel Tax Fund	3,500.00
228	Low/Moderate Income Revolving	315.00
525	Street Improvement	4,028.64
601	Electric Utility	56,616.30
602	Water Utility	80,842.55
603	Sewer Fund	30,840.39
902	Medical/Flex	<u>117,080.34</u>
	Grand Total	371,850.86

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7021673	\$500,212.33

### PUBLIC FUNDS CHECKING-7021673

#### Account Summary

Date	Description	Amount
07/01/2023	Beginning Balance	\$500,205.48
	125 Credit(s) This Period	\$3,452,498.91
	289 Debit(s) This Period	\$3,452,492.06
07/31/2023	Ending Balance	\$500,212.33

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$212.33
Interest Paid Year-to-Date	\$1,452.06
Minimum Balance	\$500,000.00

#### Deposits

Date	Description	Amount
07/03/2023	Deposit	\$65,442.62
07/03/2023	Transfer Deposit From DDA XXXXXX1682	\$2,923.71
07/05/2023	Deposit	\$142,568.20
07/06/2023	Deposit	\$26,101.28
07/06/2023	Transfer Deposit From DDA XXXXXX1682	\$75,508.05
07/07/2023	Transfer Deposit From DDA XXXXXX1682	\$265,294.32
07/10/2023	Deposit	\$34,356.89
07/10/2023	Deposit	\$60,917.38
07/10/2023	Dep Item Rtn ACH Webster City PAYROLL BAILEY, JESSICA R-IncAc	\$0.00
07/10/2023	Dep Item Rtn ACH Webster City PAYROLL BAILEY, CLAIRE M-IncAct	\$0.00
07/11/2023	Deposit	\$306,222.19
07/12/2023	Deposit	\$49,818.88
07/13/2023	Deposit	\$56,399.93
07/14/2023	Deposit	\$41,252.35
07/17/2023	Deposit	\$60,241.90
07/18/2023	Deposit	\$33,663.65
07/19/2023	Deposit	\$21,101.07
07/20/2023	Deposit	\$23,533.85
07/21/2023	Deposit	\$45,553.21

Operations Center

5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Deposits (continued)**

Date	Description	Amount
07/21/2023	Deposit	\$336.50
07/21/2023	Transfer Deposit From DDA XXXXXX1682	\$821,380.13
07/24/2023	Deposit	\$43,310.47
07/24/2023	Transfer Deposit From DDA XXXXXX1682	\$164,388.24
07/25/2023	Deposit	\$32,214.73
07/25/2023	Transfer Deposit From DDA XXXXXX1682	\$203,391.24
07/26/2023	Deposit	\$10,530.59
07/27/2023	Deposit	\$9,709.34
07/28/2023	Deposit	\$11,375.71
07/31/2023	Deposit	\$58,253.82
07/31/2023	Accr Earning Pymt Added to Account	\$212.33

**Electronic Credits**

Date	Description	Amount
07/03/2023	ACH Deposit CITY OF WEBSTER LMI Loan CHECKING * * * 1673	\$144.03
07/03/2023	ACH Deposit MEMBERS TRUST CO DEPOSIT CITY OF WEBSTER CIT	\$9,154.30
07/03/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$374.50
07/03/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,528.36
07/03/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$9.87
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$5,085.99
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$141.00
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$42.76
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$162.00
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,050.62
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$50.00
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$58.00
07/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$6,256.02
07/05/2023	ACH Deposit THRIFTY WHITE DIRECT PAY City Of Webster Cit	\$586.11
07/06/2023	ACH Deposit CAPTURIS BILL PAY CITY OF WEBSTER	\$701.83
07/06/2023	ACH Deposit FAA TREAS 310 MISC PAY WEBSTER CITY IA CITY	\$56,901.90
07/06/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$270.00
07/07/2023	ACH Deposit Kwik Trip, Inc. EDI PYMNTS WEBSTER CITY	\$10,454.34

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
07/07/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.31
07/07/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$7,075.34
07/07/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$84.00
07/07/2023	ACH Deposit THE HANOR CO WI PAYABLES CITY OF WEBSTER CIT	\$588.80
07/10/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$271.59
07/10/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,918.10
07/10/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$14.50
07/10/2023	ACH Deposit Webster City UTILITY CITY OF WEBSTER CITY U	\$117,617.00
07/11/2023	ACH Deposit FCSAMERICA FCSA AFCSA EXP CITY OF WEBSTER CI	\$3,339.70
07/11/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$10,469.19
07/11/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,112.92
07/11/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$14.50
07/11/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,994.48
07/11/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$11.00
07/12/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$14,366.83
07/12/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$62.00
07/12/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$925.00
07/13/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,812.75
07/13/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.61
07/13/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$105.00
07/13/2023	ACH Deposit VanDiest Med Ctr InvoicePmt CITY OF WEBSTER	\$11,403.35
07/14/2023	ACH Deposit HAMILTON COUNTY Treas Ord Webster City Corp.	\$50,825.15
07/14/2023	ACH Deposit MARY ANNS SPECIA WC USDA CITY OF WEBSTER CIT	\$8,403.36
07/14/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,074.64
07/14/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$5.94
07/14/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$268.00
07/14/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$697.50

Operations Center

5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
07/17/2023	ACH Deposit CAPTURIS BILL PAY CITY OF WEBSTER	\$14,577.35
07/17/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,407.34
07/17/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$43.00
07/17/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.18
07/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$14.50
07/18/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$7,919.52
07/18/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,682.34
07/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$84.50
07/18/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$557.55
07/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$25.50
07/18/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$95.91
07/18/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$95.71
07/18/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$87,941.11
07/19/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$6,638.21
07/20/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$90,361.75
07/20/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$3.11
07/20/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,734.13
07/20/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$117.50
07/20/2023	ACH Deposit Webster City UTILITY CITY OF WEBSTER CITY U	\$65,996.54
07/21/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$14.21
07/21/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$5,131.48
07/21/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$716.79
07/24/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.65
07/24/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$8,923.37
07/24/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$110.00
07/25/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$821.62
07/25/2023	ACH Deposit GRAND TRUNK WEST PAYMENT CITY OF WEBSTER CIT	\$1,061.84

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$7,562.95
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.47
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$90.00
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$813.34
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$36.50
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,200.74
07/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$10.00
07/26/2023	ACH Deposit GRAND TRUNK WEST PAYMENT CITY OF WEBSTER CIT	\$723.31
07/26/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,927.81
07/26/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.45
07/26/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$100.00
07/27/2023	ACH Deposit MEMBERS TRUST CO DEPOSIT CITY OF WEBSTER CIT	\$9,154.30
07/27/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$22,191.60
07/27/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$51.50
07/27/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$83,202.43
07/28/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$2,158.59
07/28/2023	ACH Deposit FAREWAY STORES ACH CITY OF WEBSTER CITY U	\$10,818.69
07/28/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,830.55
07/28/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$123.00
07/28/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.98
07/31/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$5.78
07/31/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$210.00
07/31/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,762.44

**Electronic Debits**

Date	Description	Amount
07/03/2023	ACH Payment PEOPLES CREDIT U RECUR TFR CITY OF WEBSTER C	\$5,366.49
07/05/2023	ACH Payment PAYMENTECH FEE Webster City Govt	\$203.55
07/05/2023	ACH Payment PAYMENTECH FEE Webster Service Fee	\$31.22



Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Debits (continued)**

Date	Description	Amount
07/06/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$157,028.41
07/06/2023	ACH Payment Xpress Bill Pay Billing Webster City	\$900.56
07/10/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$25,991.34
07/10/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$11,816.57
07/11/2023	ACH Payment IA CHILD SUPPORT CHILD SUPP CITY OF WEBSTER	\$624.90
07/11/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$7,940.00
07/11/2023	ACH Payment IRS USATAXPYMT CITY OF WEBSTER CITY	\$47,853.28
07/11/2023	ACH Payment MISSIONSQUARE INVESTMENT CITY OF WEBSTER CIT	\$1,100.00
07/20/2023	ACH Payment CITY OF WEBSTER USDA TRANS CHECKING * * * 1673	\$3,000.00
07/20/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$147,576.21
07/21/2023	ACH Payment NIMECA Webster Ci Webster City	\$742,742.34
07/24/2023	ACH Payment IRS USATAXPYMT CITY OF WEBSTER CITY	\$44,130.58
07/25/2023	ACH Payment IA CHILD SUPPORT CHILD SUPP CITY OF WEBSTER	\$624.90
07/25/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$7,182.00
07/25/2023	ACH Payment IPERS PAYROLL CITY OF WEBSTER CITY	\$47,322.33
07/25/2023	ACH Payment MISSIONSQUARE INVESTMENT CITY OF WEBSTER CIT	\$1,100.00
07/25/2023	ACH Payment MUNICIPAL FIRE & Company WEBSTER CITY	\$26,695.08
07/31/2023	ACH Payment USDA RD RUS PAYMENT WEBSTER CITY, CITY	\$16,806.72

**Other Debits**

Date	Description	Amount
07/01/2023	Transfer Withdrawal To DDA XXXXXX1682	\$205.48
07/05/2023	Transfer Withdrawal To DDA XXXXXX1682	\$80,166.30
07/10/2023	Transfer Withdrawal To DDA XXXXXX1682	\$14,877.51
07/11/2023	Transfer Withdrawal To DDA XXXXXX1682	\$157,778.65
07/12/2023	Transfer Withdrawal To DDA XXXXXX1682	\$9,429.22
07/13/2023	Transfer Withdrawal To DDA XXXXXX1682	\$58,584.97
07/14/2023	Deposit Item Ret CHARGE BACK CK-LOPEZ-CLOSED ACCT	\$336.50
07/14/2023	Transfer Withdrawal To DDA XXXXXX1682	\$94,193.38

Operations Center

5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Other Debits (continued)**

Date	Description	Amount
07/17/2023	Transfer Withdrawal To DDA XXXXXX1682	\$41,025.49
07/18/2023	Transfer Withdrawal To DDA XXXXXX1682	\$133,506.43
07/19/2023	Transfer Withdrawal To DDA XXXXXX1682	\$25,637.28
07/20/2023	Transfer Withdrawal To DDA XXXXXX1682	\$30,589.07
07/21/2023	Dep Item Rtn ACH Webster City UTILITY LATEER, AMY- ACCT CLOSE	\$185.00
07/24/2023	Dep Item Rtn ACH Webster City UTILITY BEST, DON	\$72.97
07/26/2023	Transfer Withdrawal To DDA XXXXXX1682	\$880.12
07/27/2023	Transfer Withdrawal To DDA XXXXXX1682	\$108,036.17
07/28/2023	Transfer Withdrawal To DDA XXXXXX1682	\$25,381.77
07/31/2023	Deposit Item Ret RTN CHECK- NSF- MICHELE SULLIVAN	\$305.00
07/31/2023	Transfer Withdrawal To DDA XXXXXX1682	\$44,065.49





**Checks Cleared**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
3813	07/05/2023	\$60.29	3932	07/24/2023	\$138.52	59664*	07/07/2023	\$21.00
3878*	07/06/2023	\$67.87	3933	07/25/2023	\$103.37	59678*	07/05/2023	\$151.04
3883*	07/05/2023	\$51.68	3935*	07/26/2023	\$68.91	59680*	07/07/2023	\$752.00
3884	07/05/2023	\$18.47	3936	07/26/2023	\$73.88	59684*	07/07/2023	\$125.00
3890*	07/06/2023	\$18.47	3939*	07/21/2023	\$155.84	59687*	07/10/2023	\$23.38
3891	07/14/2023	\$751.63	3940	07/25/2023	\$637.93	59700*	07/18/2023	\$286.92
3896*	07/03/2023	\$107.47	3941	07/24/2023	\$571.57	59708*	07/20/2023	\$51.06
3899*	07/07/2023	\$45.25	3942	07/27/2023	\$545.61	59710*	07/10/2023	\$236.83
3909*	07/25/2023	\$46.17	3944*	07/25/2023	\$212.12	59711	07/11/2023	\$34.50
3911*	07/18/2023	\$36.94	3945	07/24/2023	\$467.42	59712	07/11/2023	\$30.91
3912	07/11/2023	\$395.38	3946	07/25/2023	\$506.22	59713	07/10/2023	\$2,826.50
3913	07/17/2023	\$18.47	3947	07/21/2023	\$586.79	59714	07/10/2023	\$1,000.00
3914	07/10/2023	\$51.68	3948	07/27/2023	\$32.50	59715	07/11/2023	\$350.00
3916*	07/12/2023	\$51.68	3949	07/27/2023	\$187.50	59716	07/11/2023	\$2,828.15
3917	07/13/2023	\$55.41	59324*	07/27/2023	\$200.00	59717	07/11/2023	\$617.10
3918	07/07/2023	\$119.48	59443*	07/27/2023	\$56.05	59718	07/11/2023	\$20.00
3919	07/17/2023	\$577.89	59566*	07/27/2023	\$6,147.90	59720*	07/12/2023	\$52,267.45
3920	07/10/2023	\$465.26	59596*	07/06/2023	\$75.00	59721	07/10/2023	\$1,302.84
3921	07/10/2023	\$292.29	59601*	07/05/2023	\$2,992.50	59722	07/10/2023	\$706.24
3922	07/24/2023	\$441.20	59606*	07/03/2023	\$173.43	59723	07/14/2023	\$1,068.75
3923	07/12/2023	\$257.37	59620*	07/10/2023	\$139.16	59724	07/18/2023	\$250.00
3924	07/10/2023	\$600.94	59632*	07/13/2023	\$56.16	59725	07/10/2023	\$90.00
3925	07/11/2023	\$398.78	59633	07/03/2023	\$16,930.00	59726	07/11/2023	\$244.80
3926	07/13/2023	\$32.50	59641*	07/05/2023	\$150.00	59727	07/10/2023	\$750.43
3927	07/13/2023	\$187.50	59642	07/11/2023	\$301.35	59728	07/10/2023	\$6,726.72
3929*	07/31/2023	\$36.94	59652*	07/03/2023	\$60,000.00	59729	07/10/2023	\$78.65
3930	07/26/2023	\$55.41	59658*	07/11/2023	\$964.00	59730	07/12/2023	\$268.00
3931	07/24/2023	\$1,188.73	59661*	07/06/2023	\$92.75	59731	07/12/2023	\$569.00

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
SWEEP ACCOUNT  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7021682	\$8,496,615.15

### PUBLIC FUNDS CHECKING-7021682

#### Account Summary

Date	Description	Amount
07/01/2023	Beginning Balance	\$9,189,525.93
	16 Credit(s) This Period	\$839,974.91
	6 Debit(s) This Period	\$1,532,885.69
07/31/2023	Ending Balance	\$8,496,615.15

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	2.08%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$15,617.58
Interest Paid Year-to-Date	\$124,291.08
Minimum Balance	\$8,302,634.02

#### Deposits

Date	Description	Amount
07/01/2023	Transfer Deposit From DDA XXXXXX1673	\$205.48
07/05/2023	Transfer Deposit From DDA XXXXXX1673	\$80,166.30
07/10/2023	Transfer Deposit From DDA XXXXXX1673	\$14,877.51
07/11/2023	Transfer Deposit From DDA XXXXXX1673	\$157,778.65
07/12/2023	Transfer Deposit From DDA XXXXXX1673	\$9,429.22
07/13/2023	Transfer Deposit From DDA XXXXXX1673	\$58,584.97
07/14/2023	Transfer Deposit From DDA XXXXXX1673	\$94,193.38
07/17/2023	Transfer Deposit From DDA XXXXXX1673	\$41,025.49
07/18/2023	Transfer Deposit From DDA XXXXXX1673	\$133,506.43
07/19/2023	Transfer Deposit From DDA XXXXXX1673	\$25,637.28
07/20/2023	Transfer Deposit From DDA XXXXXX1673	\$30,589.07

**PUBLIC FUNDS CHECKING-7021682 (continued)**

**Deposits (continued)**

Date	Description	Amount
07/26/2023	Transfer Deposit From DDA XXXXXX1673	\$880.12
07/27/2023	Transfer Deposit From DDA XXXXXX1673	\$108,036.17
07/28/2023	Transfer Deposit From DDA XXXXXX1673	\$25,381.77
07/31/2023	Transfer Deposit From DDA XXXXXX1673	\$44,065.49
07/31/2023	Accr Earning Pymt Added to Account	\$15,617.58

**Other Debits**

Date	Description	Amount
07/03/2023	Transfer Withdrawal To DDA XXXXXX1673	\$2,923.71
07/06/2023	Transfer Withdrawal To DDA XXXXXX1673	\$75,508.05
07/07/2023	Transfer Withdrawal To DDA XXXXXX1673	\$265,294.32
07/21/2023	Transfer Withdrawal To DDA XXXXXX1673	\$821,380.13
07/24/2023	Transfer Withdrawal To DDA XXXXXX1673	\$164,388.24
07/25/2023	Transfer Withdrawal To DDA XXXXXX1673	\$203,391.24

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
07/01/2023	\$9,189,731.41	07/12/2023	\$9,108,257.01	07/21/2023	\$8,670,413.50
07/03/2023	\$9,186,807.70	07/13/2023	\$9,166,841.98	07/24/2023	\$8,506,025.26
07/05/2023	\$9,266,974.00	07/14/2023	\$9,261,035.36	07/25/2023	\$8,302,634.02
07/06/2023	\$9,191,465.95	07/17/2023	\$9,302,060.85	07/26/2023	\$8,303,514.14
07/07/2023	\$8,926,171.63	07/18/2023	\$9,435,567.28	07/27/2023	\$8,411,550.31
07/10/2023	\$8,941,049.14	07/19/2023	\$9,461,204.56	07/28/2023	\$8,436,932.08
07/11/2023	\$9,098,827.79	07/20/2023	\$9,491,793.63	07/31/2023	\$8,496,615.15





**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
WC USDA REVOLVING LOAN  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking www.availa.bank

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7025498	\$262,342.41

### PUBLIC FUNDS CHECKING-7025498

#### Account Summary

Date	Description	Amount
07/01/2023	Beginning Balance	\$259,231.83
	2 Credit(s) This Period	\$3,110.58
	0 Debit(s) This Period	\$0.00
07/31/2023	Ending Balance	\$262,342.41

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$110.58
Interest Paid Year-to-Date	\$728.36
Minimum Balance	\$259,231.83

#### Deposits

Date	Description	Amount
07/31/2023	Accr Earning Pymt Added to Account	\$110.58

#### Electronic Credits

Date	Description	Amount
07/20/2023	ACH Deposit CITY OF WEBSTER USDA TRANS USDA TRANSFER	\$3,000.00

#### Daily Balances

Date	Amount	Date	Amount	Date	Amount
07/01/2023	\$259,231.83	07/20/2023	\$262,231.83	07/31/2023	\$262,342.41

#### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

## GENERAL CHECKING (GENERAL CHECKING) (1)

July 31, 2023

Account: 00110000

Bank Account Number: 7021673

Bank Statement Balance:	9,259,169.89	Book Balance Previous Month:	9,853,119.34
Outstanding Deposits:	165,915.67	Total Receipts:	2,095,816.64
Outstanding Checks:	107,018.94	Total Disbursements:	2,577,444.43
Bank Adjustments:	53,424.93	Book Adjustments:	.00
Bank Balance:	9,371,491.55	Book Balance:	9,371,491.55

## Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
18	188.67	1184	100.00-	1306	94.50	1326	226.50
26	19,940.32	1297	34,424.46	1312	38.00	1327	6.11
28	103,265.61	1298	35.50	1313	140.00		
73	19.80-	1305	1,387.88	1325	6,287.92	Total:	165,915.67

Deposits cleared: 97 items Deposits Outstanding: 14 items

## Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
2	26,563.73	3915	52.35	21362	21.47	51682	64.72
3	11,362.09	3928	51.68	21368	1.82	51691	16.30
6	113.00	3934	651.19	21796	46.03	51808	7.01
1020	29.09	3937	18.47	50049	44.27	51842	45.58
1072	28.63	3938	556.57	50350	58.63	52148	59.99
1073	35.79	3943	557.15	50419	80.15	52249	7.28
1710	23.09	6804	28.63-	50432	152.90	52296	74.44
1733	18.47	17532	247.00	50508	42.57	52555	32.31
1741	55.41	17542	97.12	50509	40.83	52557	25.00
1742	14.78	17791	64.67	50631	12.47	52814	88.87
1818	62.33	17939	1.86	50792	2.67	52900	29.62
1844	55.41	18050	71.73	50833	64.37	52934	54.42
1881	17.08	18333	49.48	50838	56.57	53208	111.27
1895	36.94	18616	2.25	50893	138.91	53242	13.59
1916	92.35	18738	39.35	50896	75.11	53285	6.00
2563	16.16	18760	44.22	50927	2.07	53306	72.35
2977	10.16	18862	68.08	51131	40.29	53452	34.78
3000	55.41	19009	377.00	51172	28.13	53551	15.21
3118	18.47	19329	11.93	51447	16.00	53637	5.17
3385	11.09	20274	62.14	51583	163.26	53693	132.41
3537	24.01	20489	274.07	51589	243.78	53704	83.58
3754	55.41	20538	31.15	51590	24.73	53752	2.87
3767	337.68	20570	71.91	51592	48.15	53783	1.32
3908	46.12	20579	75.00	51595	10.11	53811	166.00
3910	51.68	20909	69.01	51601	18.75	53921	136.62

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
54138	21.48	55583	1,255.00	57175	39.94	59706	43,972.77
54342	131.26	55589	38.57	57285	37.09	59719	1.47
54408	135.49	55701	91.17	57333	250.00	59745	9.80
54425	132.94	55808	48.07	57718	2.84	59748	2,991.36
54429	118.65	55835	57.61	57761	3.92	59791	398.56
54543	12.63	56102	168.97	57770	34.13	59800	202.72
54668	19.48	56356	93.95	57800	250.00	59812	27.50
54783	34.14	56521	18.94	57938	44.53	59817	120.00
54829	75.00	56560	150.69	57973	50.00	59830	3,497.04-
54855	9.36	56661	34.18	58474	80.36	59830	3,497.04
54907	16.91	56675	6.52	58489	2,196.31	59831	109.00
55001	125.00	56817	28.41	59087	16.09	59847	63.33
55014	132.87	56864	39.52	59151	40.40	59850	86.99
55019	40.98	56868	36.06	59254	30.93	59860	11.76
55154	5.35	57067	13.75	59376	6.04	59899	175.00
55241	67.81	57095	35.99	59415	45.19	59902	97.75
55243	42.54	57101	10.10	59435	90.00-	59907	152.06
55268	13.69	57104	10.36	59435	90.00	59909	646.00
55305	89.53	57121	93.25	59481	140.17	59912	150.00
55353	126.11	57126	1.98	59527	75.00	72823	5,366.49
55521	49.00	57148	58.12	59635	30.05	270263	.08
						Total:	107,018.94

Checks cleared: 271 items    Checks Outstanding: 184 items

Bank Adjustments			
Description	Amount	Description	Amount
O/S CASH DEPOSIT	53,005.99	RETURN ACH	72.97
MISSED DD A/R	144.03-	RETURN CHECK	305.00
ACCT CLOSED	185.00		
		Total:	53,424.93

## Book Adjustments

No book adjustments found!

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

**City of Webster City - Receipts  
JULY 2023**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$279,556.57
ROAD USE TAX FUND	\$102,211.64
TIF	\$747.20
SSMID	\$575.06
SPECIAL REVENUE FUNDS	\$111,235.41
DEBT SERVICE FUND	\$17,967.81
FIDUCIARY FUNDS	\$127.39
PERMANENT FUND	\$877.80
IMPROVEMENT FUNDS	\$189,693.84
ELECTRIC UTILITY FUND	\$1,201,405.00
WATER UTILITY FUND	\$248,288.41
SEWER UTILITY FUND	<u>\$282,296.34</u>
<b>TOTAL</b>	<b><u>\$2,434,982.47</u></b>



**July**  
**Summary of Investments - FY24**





<u>Financial Institution</u>	<u>Investment</u>	<u>Term</u>	<u>Purchase Date</u>	<u>Due Date</u>	<u>Redeem Date</u>	<u>Int Rate</u>	<u>Begin Balance</u>	<u>Purchased</u>	<u>Redeemed</u>	<u>Month Interest</u>	<u>Ending Balance</u>	<u>Interest YTD</u>
IPAIT (Diversified Acct)	Interest earned on CD's & T-Bills not redeemed						97,906.29	-		405.47	98,311.76	405.47
IPAIT (1290440-1 Veridan)	CD purch-Sept 2022	12 month	9/12/22	9/14/23		3.40%	2,000,000.00				2,000,000.00	
IPAIT (1334285-1 MidWest)	CD purch-Nov 2022	12 month	11/9/22	11/9/23		4.50%	4,000,000.00				4,000,000.00	
IPAIT	T-Bill purch-May 2023	3 month	5/12/23	8/12/23		5.10%	2,000,000.00	-			2,000,000.00	
IPAIT (1290441-1 Veridan)	CD purch-June 2023	6 month	6/30/23	12/27/23		5.35%	2,000,000.00	-			2,000,000.00	
People's Credit Union	CD purch-Aug 2022	12 month	8/12/22	8/12/23		2.40%	2,000,000.00				2,000,000.00	
WCF	CD purch-Dec 2022	12 month	12/27/22	12/27/23		4.70%	2,000,000.00				2,000,000.00	
WCF	CD purch-Feb 2023	12 month	2/9/23	2/8/24		4.90%	2,000,000.00				2,000,000.00	
WCF	CD purch-March 2023	6 month	3/16/23	9/16/23		4.95%	2,000,000.00	-			2,000,000.00	
First State Bank	CD purch-May 2023	9 month	5/12/23	2/12/24		5.05%	2,000,000.00	-			2,000,000.00	
Availa Bank	Sweep Account					2.08%	-	-	-	15,617.58	-	15,617.58
Availa Bank	USDA Revolving Loan Checking					0.50%				110.58		110.58
Availa Bank	Checking Account					0.50%				212.33		212.33
							20,097,906.29	-	-	16,345.96	20,098,311.76	16,345.96

CD'S WERE NOT BID OUT IN JULY

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7021673	\$500,212.33

### PUBLIC FUNDS CHECKING-7021673

#### Account Summary

Date	Description	Amount
08/01/2023	Beginning Balance	\$500,212.33
	146 Credit(s) This Period	\$6,027,687.88
	305 Debit(s) This Period	\$6,027,687.88
08/31/2023	Ending Balance	\$500,212.33

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$212.33
Interest Paid Year-to-Date	\$1,664.39
Minimum Balance	\$500,000.00

#### Deposits

Date	Description	Amount
08/01/2023	Deposit	\$53,005.99
08/02/2023	Deposit	\$19,114.18
08/03/2023	Deposit	\$20,040.80
08/03/2023	Deposit	\$305.00
08/03/2023	Transfer Deposit From DDA XXXXXX1682	\$125,525.73
08/04/2023	Deposit	\$17,159.11
08/07/2023	Deposit	\$71,360.88
08/08/2023	Deposit	\$60,992.80
08/08/2023	Transfer Deposit From DDA XXXXXX1682	\$22,536.38
08/09/2023	Deposit	\$151,843.38
08/10/2023	Deposit	\$45,063.65
08/10/2023	Transfer Deposit From DDA XXXXXX1682	\$116,657.99
08/11/2023	Deposit	\$168,578.05
08/11/2023	Transfer Deposit From DDA XXXXXX1682	\$120,829.77
08/14/2023	Deposit	\$59,813.91
08/14/2023	Transfer Deposit From DDA XXXXXX1682	\$165,910.63
08/15/2023	Deposit	\$34,501.21
08/16/2023	Deposit	\$17,875.33
08/17/2023	Deposit	\$28,719.33

**PUBLIC FUNDS CHECKING-7021673 (continued)**

**Deposits (continued)**

Date	Description	Amount
08/17/2023	Transfer Deposit From DDA XXXXXX1682	\$99,072.60
08/18/2023	Deposit	\$16,388.82
08/21/2023	Deposit	\$121,367.69
08/22/2023	Deposit	\$37,151.99
08/22/2023	Transfer Deposit From DDA XXXXXX1682	\$32,119.60
08/23/2023	Transfer Deposit From DDA XXXXXX1682	\$820,844.64
08/24/2023	Deposit	\$21,705.03
08/24/2023	Deposit	\$9,435.43
08/25/2023	Deposit	\$56,235.04
08/25/2023	Transfer Deposit From DDA XXXXXX1682	\$87,123.55
08/28/2023	Deposit	\$47,072.90
08/28/2023	Transfer Deposit From DDA XXXXXX1682	\$142,177.52
08/30/2023	Deposit	\$21,153.02
08/30/2023	Deposit	\$23,192.74
08/31/2023	Deposit	\$21,521.37
08/31/2023	Transfer Deposit From DDA XXXXXX1682	\$141,038.79
08/31/2023	Accr Earning Pymt Added to Account	\$212.33

**Electronic Credits**

Date	Description	Amount
08/01/2023	ACH Deposit CITY OF WEBSTER LMI Loan CHECKING * * * 1673	\$144.03
08/01/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$34,424.46
08/01/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$35.50
08/01/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,387.88
08/01/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$94.50
08/01/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$38.00
08/01/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$140.00
08/02/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$6,287.92
08/02/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$6.11
08/02/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$226.50
08/03/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,910.66
08/03/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$83.50
08/03/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.93
08/04/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$5.84

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
08/04/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,981.44
08/04/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$273.00
08/04/2023	ACH Deposit THRIFTY WHITE DIRECT PAY City Of Webster Cit	\$494.20
08/07/2023	ACH Deposit CAPTURIS BILL PAY CITY OF WEBSTER	\$693.35
08/07/2023	ACH Deposit GRAND TRUNK WEST PAYMENT CITY OF WEBSTER CIT	\$1,085.42
08/07/2023	ACH Deposit Kwik Trip, Inc. EDI PYMNTS WEBSTER CITY	\$11,710.47
08/07/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.52
08/07/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$5,364.55
08/07/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$60.50
08/07/2023	ACH Deposit VanDiest Med Ctr InvoicePmt CITY OF WEBSTER	\$29,070.24
08/08/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$5,332.28
08/08/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$0.83
08/08/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$30.00
08/08/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,526.97
08/08/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$30.00
08/08/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$557.72
08/08/2023	ACH Deposit THE HANOR CO WI PAYABLES CITY OF WEBSTER CIT	\$697.07
08/09/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$7,558.89
08/09/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$11.44
08/09/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$481.50
08/09/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$253.13
08/10/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$230.43
08/10/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,961.72
08/10/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$72.00
08/10/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$0.88
08/10/2023	ACH Deposit Webster City UTILITY CITY OF WEBSTER CITY U	\$133,272.54
08/11/2023	ACH Deposit FCSAMERICA FCSA AFCSA EXP CITY OF WEBSTER CI	\$4,289.49

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
08/11/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$33.00
08/11/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,644.98
08/11/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$0.91
08/14/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$12,684.48
08/14/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$38.00
08/14/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$96.01
08/14/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$96.01
08/15/2023	ACH Deposit FAA TREAS 310 MISC PAY WEBSTER CITY IA CITY	\$2,621.25
08/15/2023	ACH Deposit FAA TREAS 310 MISC PAY WEBSTER CITY IA CITY	\$10,082.64
08/15/2023	ACH Deposit MARY ANNS SPECIA WC USDA CITY OF WEBSTER CIT	\$8,403.36
08/15/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$184.00
08/15/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.65
08/15/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,844.96
08/15/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,139.08
08/15/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$41.00
08/15/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$244.73
08/15/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$87,010.87
08/16/2023	ACH Deposit CAPTURIS BILL PAY CITY OF WEBSTER	\$15,529.99
08/16/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,692.79
08/16/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$13.57
08/16/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$493.50
08/17/2023	ACH Deposit IPAIT IPAIT City of Webster City	\$2,000,000.00
08/17/2023	ACH Deposit MEMBERS TRUST CO DEPOSIT CITY OF WEBSTER CIT	\$9,154.30
08/17/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,128.42
08/17/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$275.50
08/17/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$6.55
08/17/2023	ACH Deposit VanDiest Med Ctr InvoicePmt CITY OF WEBSTER	\$12,057.49

**PUBLIC FUNDS CHECKING-7021673 (continued)**

**Electronic Credits (continued)**

Date	Description	Amount
08/18/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$90,361.75
08/18/2023	ACH Deposit IOWA FINANCE AUT SRF LOANS CITY OF WEBSTER C	\$181,756.40
08/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$403.00
08/18/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$8,745.63
08/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$9.90
08/21/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.16
08/21/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,218.27
08/21/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$143.50
08/21/2023	ACH Deposit Webster City UTILITY CITY OF WEBSTER CITY U	\$70,484.72
08/22/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$329.50
08/22/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$9,855.59
08/22/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$5.31
08/22/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,866.54
08/22/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,256.39
08/23/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$28.00
08/23/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$10,633.41
08/23/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$0.77
08/24/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,362.97
08/24/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$43.00
08/24/2023	ACH Deposit VanDiest Med Ctr InvoicePmt CITY OF WEBSTER	\$27,716.57
08/25/2023	ACH Deposit FAREWAY STORES GENERAL CITY WEBST	\$10,231.73
08/25/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,178.70
08/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$5.31
08/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$225.50
08/28/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$22,958.48
08/28/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.61
08/28/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$138.00



Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
08/29/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$7,849.04
08/29/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$0.96
08/29/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$32.50
08/29/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$602.48
08/29/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$32.50
08/29/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,953.49
08/29/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$1,235.00
08/29/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$103,265.61
08/29/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$19,940.32
08/30/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$9,835.38
08/30/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$7.19
08/30/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$331.50
08/31/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$9.76
08/31/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,202.81
08/31/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$430.00

**Electronic Debits**

Date	Description	Amount
08/01/2023	ACH Payment PEOPLES CREDIT U RECUR TFR CITY OF WEBSTER C	\$5,366.49
08/03/2023	ACH Payment PAYMENTECH FEE Webster Service Fee	\$32.24
08/03/2023	ACH Payment PAYMENTECH FEE Webster City Govt	\$73.17
08/03/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$148,069.14
08/08/2023	ACH Payment IA CHILD SUPPORT CHILD SUPP CITY OF WEBSTER	\$624.90
08/08/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$11,362.09
08/08/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$7,076.00
08/08/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$26,563.73
08/08/2023	ACH Payment IRS USATAXPYMT CITY OF WEBSTER CITY	\$43,682.26
08/08/2023	ACH Payment MISSIONSQUARE INVESTMENT CITY OF WEBSTER CIT	\$1,100.00
08/08/2023	ACH Payment Xpress Bill Pay Billing Webster City	\$838.34

Operations Center

5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Debits (continued)**

Date	Description	Amount
08/17/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$146,233.92
08/18/2023	ACH Payment KOLONI INC. SALE CITY OF WEBSTER CITY	\$2,700.00
08/21/2023	ACH Payment CITY OF WEBSTER USDA TRANS CHECKING * * * 1673	\$3,000.00
08/21/2023	ACH Payment IRS USATAXPYMT CITY OF WEBSTER CITY	\$43,758.49
08/22/2023	ACH Payment IA CHILD SUPPORT CHILD SUPP CITY OF WEBSTER	\$624.90
08/22/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$7,246.00
08/22/2023	ACH Payment IPERS PAYROLL CITY OF WEBSTER CITY	\$47,947.76
08/22/2023	ACH Payment MISSIONSQUARE INVESTMENT CITY OF WEBSTER CIT	\$1,100.00
08/22/2023	ACH Payment MUNICIPAL FIRE & Company WEBSTER CITY	\$26,750.05
08/23/2023	ACH Payment NIMECA Webster Ci Webster City	\$829,956.82
08/28/2023	ACH Payment USDA RD RUS PAYMENT WEBSTER CITY, CITY	\$16,806.72
08/31/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$144,133.00

**Other Debits**





Date	Description	Amount
08/01/2023	Transfer Withdrawal To DDA XXXXXX1682	\$80,659.31
08/02/2023	Transfer Withdrawal To DDA XXXXXX1682	\$25,051.41
08/04/2023	Transfer Withdrawal To DDA XXXXXX1682	\$19,440.28
08/07/2023	Transfer Withdrawal To DDA XXXXXX1682	\$118,147.37
08/09/2023	Transfer Withdrawal To DDA XXXXXX1682	\$22,371.09
08/11/2023	Dep Item Rtn ACH Webster City UTILITY STAMP, MARION	\$0.00
08/15/2023	Transfer Withdrawal To DDA XXXXXX1682	\$132,714.01
08/16/2023	Transfer Withdrawal To DDA XXXXXX1682	\$26,651.04
08/18/2023	Transfer Withdrawal To DDA XXXXXX1682	\$292,086.90
08/21/2023	Dep Item Rtn ACH Webster City UTILITY DOERING, STEVE & DIANE	\$0.00
08/21/2023	Transfer Withdrawal To DDA XXXXXX1682	\$148,306.81
08/24/2023	Transfer Withdrawal To DDA XXXXXX1682	\$48,777.80
08/29/2023	Transfer Withdrawal To DDA XXXXXX1682	\$101,967.01
08/30/2023	Transfer Withdrawal To DDA XXXXXX1682	\$48,589.40



RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
SWEEP ACCOUNT  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7021682	\$7,701,796.65

### PUBLIC FUNDS CHECKING-7021682

#### Account Summary

Date	Description	Amount
08/01/2023	Beginning Balance	\$8,496,615.15
	13 Credit(s) This Period	\$1,079,018.70
	11 Debit(s) This Period	\$1,873,837.20
08/31/2023	Ending Balance	\$7,701,796.65

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	2.04%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$14,256.27
Interest Paid Year-to-Date	\$138,547.35
Minimum Balance	\$7,678,022.76

#### Deposits

Date	Description	Amount
08/01/2023	Transfer Deposit From DDA XXXXXX1673	\$80,659.31
08/02/2023	Transfer Deposit From DDA XXXXXX1673	\$25,051.41
08/04/2023	Transfer Deposit From DDA XXXXXX1673	\$19,440.28
08/07/2023	Transfer Deposit From DDA XXXXXX1673	\$118,147.37
08/09/2023	Transfer Deposit From DDA XXXXXX1673	\$22,371.09
08/15/2023	Transfer Deposit From DDA XXXXXX1673	\$132,714.01
08/16/2023	Transfer Deposit From DDA XXXXXX1673	\$26,651.04
08/18/2023	Transfer Deposit From DDA XXXXXX1673	\$292,086.90
08/21/2023	Transfer Deposit From DDA XXXXXX1673	\$148,306.81
08/24/2023	Transfer Deposit From DDA XXXXXX1673	\$48,777.80
08/29/2023	Transfer Deposit From DDA XXXXXX1673	\$101,967.01

**PUBLIC FUNDS CHECKING-7021682 (continued)**

**Deposits (continued)**

Date	Description	Amount
08/30/2023	Transfer Deposit From DDA XXXXXX1673	\$48,589.40
08/31/2023	Accr Earning Pymt Added to Account	\$14,256.27

**Other Debits**

Date	Description	Amount
08/03/2023	Transfer Withdrawal To DDA XXXXXX1673	\$125,525.73
08/08/2023	Transfer Withdrawal To DDA XXXXXX1673	\$22,536.38
08/10/2023	Transfer Withdrawal To DDA XXXXXX1673	\$116,657.99
08/11/2023	Transfer Withdrawal To DDA XXXXXX1673	\$120,829.77
08/14/2023	Transfer Withdrawal To DDA XXXXXX1673	\$165,910.63
08/17/2023	Transfer Withdrawal To DDA XXXXXX1673	\$99,072.60
08/22/2023	Transfer Withdrawal To DDA XXXXXX1673	\$32,119.60
08/23/2023	Transfer Withdrawal To DDA XXXXXX1673	\$820,844.64
08/25/2023	Transfer Withdrawal To DDA XXXXXX1673	\$87,123.55
08/28/2023	Transfer Withdrawal To DDA XXXXXX1673	\$142,177.52
08/31/2023	Transfer Withdrawal To DDA XXXXXX1673	\$141,038.79

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
08/01/2023	\$8,577,274.46	08/11/2023	\$8,376,734.74	08/23/2023	\$7,858,546.03
08/02/2023	\$8,602,325.87	08/14/2023	\$8,210,824.11	08/24/2023	\$7,907,323.83
08/03/2023	\$8,476,800.14	08/15/2023	\$8,343,538.12	08/25/2023	\$7,820,200.28
08/04/2023	\$8,496,240.42	08/16/2023	\$8,370,189.16	08/28/2023	\$7,678,022.76
08/07/2023	\$8,614,387.79	08/17/2023	\$8,271,116.56	08/29/2023	\$7,779,989.77
08/08/2023	\$8,591,851.41	08/18/2023	\$8,563,203.46	08/30/2023	\$7,828,579.17
08/09/2023	\$8,614,222.50	08/21/2023	\$8,711,510.27	08/31/2023	\$7,701,796.65
08/10/2023	\$8,497,564.51	08/22/2023	\$8,679,390.67		





**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
WC USDA REVOLVING LOAN  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7025498	\$265,454.27

### PUBLIC FUNDS CHECKING-7025498

#### Account Summary

Date	Description	Amount
08/01/2023	Beginning Balance	\$262,342.41
	2 Credit(s) This Period	\$3,111.86
	0 Debit(s) This Period	\$0.00
08/31/2023	Ending Balance	\$265,454.27

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Interest Days	31
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$111.86
Interest Paid Year-to-Date	\$840.22
Minimum Balance	\$262,342.41

#### Deposits

Date	Description	Amount
08/31/2023	Accr Earning Pymt Added to Account	\$111.86

#### Electronic Credits

Date	Description	Amount
08/21/2023	ACH Deposit CITY OF WEBSTER USDA TRANS USDA TRANSFER	\$3,000.00

#### Daily Balances

Date	Amount	Date	Amount	Date	Amount
08/01/2023	\$262,342.41	08/21/2023	\$265,342.41	08/31/2023	\$265,454.27

#### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Webster City															
August 2023 Financial Report															
As of August 31, 2023															
Fund Code		Fund Name	Beginning Cash Balance	Beginning Investment Balance	Monthly Revenues	Investments Cashed	Transfers	Monthly Expenditures	Investments Purchased	Ending Cash Balance Before Adjustments	Cash Proof	Balance Sheet Adjustments	Ending Cash Balance	Ending Investment Balance	Treasurer's Ending Balance
<b>General Fund</b>															
100	100	General	396,176.41	2,550,000.00	211,771.21	-	-	266,896.50	-	341,051.12	315,037.87	33,764.50	374,815.62	2,550,000.00	2,924,815.62
	100A	Govern. Equip. Replacement	40,056.61	-	56.09	-	-	120,460.17	-	(80,347.47)	-	-	(80,347.47)	-	(80,347.47)
	100B	Govern Economic Development	27,664.83	1,000,000.00	38.74	-	-	26.50	-	27,677.07	-	-	27,677.07	1,000,000.00	1,027,677.07
	100C	Parks, Rec Public Grounds Improvements	(7,107.35)	-	-	-	-	-	-	(7,107.35)	-	-	(7,107.35)	-	(7,107.35)
		<b>Subtotal-General Fund</b>	456,790.50	3,550,000.00	211,866.04	-	-	387,383.17	-	281,273.37	315,037.87	33,764.50	315,037.87	3,550,000.00	3,865,037.87
<b>Special Revenue Funds</b>															
200	200	FICA - IPERS	(35,412.48)	100,000.00	-	-	-	21,360.16	-	(56,772.64)	(56,772.64)	-	(56,772.64)	100,000.00	43,227.36
201	201	Workers compensation	2,094.58	140,000.00	-	-	-	-	-	2,094.58	2,094.58	-	2,094.58	140,000.00	142,094.58
202	202	Medical/Flex Insurance	(20,011.11)	200,000.00	-	-	-	56,057.01	-	(76,068.12)	(76,068.12)	-	(76,068.12)	200,000.00	123,931.88
203	203	Unemployment Compensation	156.54	-	-	-	-	-	-	156.54	156.54	-	156.54	-	156.54
204	204	Road Use Tax	311,158.53	1,563,560.12	87,764.78	-	-	38,133.45	57.93	360,731.93	285,612.37	(75,119.56)	285,612.37	1,563,618.05	1,849,230.42
205	205	Airport Commission	177,414.00	500,000.00	18,356.96	-	-	31,452.47	-	164,318.49	190,460.67	26,142.18	190,460.67	500,000.00	690,460.67
208	208	Hotel/Motel Sales Tax	112,916.55	200,000.00	158.12	-	-	-	-	113,074.67	(25,836.30)	(138,910.97)	(25,836.30)	200,000.00	174,163.70
209	209	Emergency Levy Fund	754.81	-	-	-	-	-	-	754.81	-	-	754.81	-	754.81
210	210	Police/Fire Retirement Trust Fund	27,173.30	-	38.05	-	-	18,972.23	-	8,239.12	8,239.12	-	8,239.12	-	8,239.12
211	211	DARE Trust	-	-	-	-	-	30.36	-	(30.36)	(30.36)	-	(30.36)	-	(30.36)
212	212	Seized Property Trust	-	-	-	-	-	-	-	-	-	-	-	-	-
214	214	K9 Trust	1,061.21	-	1,282.49	-	-	-	-	2,343.70	(1,921.11)	(4,264.81)	(1,921.11)	-	(1,921.11)
216	216	Police Reserve Officers Fund	3,616.31	-	5.06	-	-	-	-	3,621.37	3,621.37	-	3,621.37	-	3,621.37
217	217	Wilson Brewer Park/Depot Foundation	1,916.78	-	-	-	-	-	-	1,916.78	1,916.78	-	1,916.78	-	1,916.78
218	218	Webster City Pride Committee	4,251.69	-	-	-	-	-	-	4,251.69	4,251.69	-	4,251.69	-	4,251.69
219	219	Kendall Young Scout Lodge	2,824.46	-	3.96	-	-	-	-	2,828.42	2,828.42	-	2,828.42	-	2,828.42
220	220	Economic Development Revolving	1,283.00	-	-	-	-	-	-	1,283.00	-	(1,283.00)	-	-	-
228	228	Low/Moderate Income Revolving	64,848.53	513,560.12	215.87	-	-	775.00	57.93	64,231.47	65,442.18	1,210.71	65,442.18	513,618.05	579,060.23
229	229	WC Commercial Rehab Rev Loan Program	45,858.76	100,000.00	1,281.21	-	-	-	-	47,139.97	47,315.57	175.60	47,315.57	100,000.00	147,315.57
231	231	CDBG Housing Rehab	16.90	-	-	-	-	-	-	16.90	16.90	-	16.90	-	16.90
232	232	B.L.U.E.	3,634.89	-	5.09	-	-	-	-	3,639.98	3,639.98	-	3,639.98	-	3,639.98
240	240	USDA Revolving Loan Fund	265,058.33	-	111.86	-	-	-	-	265,170.19	268,170.19	3,000.00	268,170.19	-	268,170.19
250	250	TIF - Riverview	741.52	-	-	-	-	-	-	741.52	741.52	-	741.52	-	741.52
251	251	TIF- HyVee	3,772.14	-	5.28	-	-	-	-	3,777.42	3,777.42	-	3,777.42	-	3,777.42
255	255	TIF - Brewer Creek Estates	-	-	-	-	-	-	-	-	-	-	-	-	-
260	260	SSMID	22,405.64	-	-	-	-	65.00	-	22,340.64	18,965.64	(3,375.00)	18,965.64	-	18,965.64
265	265	TIF - Struchen	-	-	-	-	-	-	-	-	-	-	-	-	-
268	268	TIF - SE Development Park Project	(20,998.39)	-	-	-	-	-	-	(20,998.39)	(20,998.39)	-	(20,998.39)	-	(20,998.39)
272	272	TIF - Mitchell Machine	84.63	-	-	-	-	-	-	84.63	84.63	-	84.63	-	84.63
281	281	TIF - Gourley Subdivision	-	-	-	-	-	-	-	-	-	-	-	-	-
282	282	TIF - SW Watermain Improvement	1.96	-	-	-	-	-	-	1.96	1.96	-	1.96	-	1.96
283	283	TIF - Town & Country (FSB)	15,156.36	-	-	-	-	-	-	15,156.36	15,156.36	-	15,156.36	-	15,156.36
284	284	TIF - Fareway Stores	8,676.62	-	-	-	-	-	-	8,676.62	8,676.62	-	8,676.62	-	8,676.62
285	285	TIF - First State Bank	16,116.80	-	-	-	-	-	-	16,116.80	16,116.80	-	16,116.80	-	16,116.80
286	286	TIF - Infinity Services LLC	50,734.94	-	-	-	-	-	-	50,734.94	50,734.94	-	50,734.94	-	50,734.94
287	287	TIF - Webster City Federal	10,042.15	-	-	-	-	-	-	10,042.15	10,042.15	-	10,042.15	-	10,042.15
288	288	TIF - Van Diest Medical Center	(2,500.00)	-	-	-	-	-	-	(2,500.00)	(2,500.00)	-	(2,500.00)	-	(2,500.00)
289	289	TIF - 2013 Medical Complex URA-KTJ (Shopko)	55,881.06	-	-	-	-	-	-	55,881.06	55,881.06	-	55,881.06	-	55,881.06
290	290	TIF - 3DK Enterprises	15,520.27	-	-	-	-	-	-	15,520.27	15,520.27	-	15,520.27	-	15,520.27
291	291	TIF - 2016 Industrial - WC Custom Meats	-	-	-	-	-	-	-	-	-	-	-	-	-
292	292	TIF - Mary Ann's	-	-	-	-	-	-	-	-	-	-	-	-	-
293	293	TIF - Tasler's	(1,500.00)	-	-	-	-	-	-	(1,500.00)	(1,500.00)	-	(1,500.00)	-	(1,500.00)
294	294	TIF - Ridge Development	22,964.22	-	-	-	-	-	-	22,964.22	22,964.22	-	22,964.22	-	22,964.22
295	295	TIF - Gary & Brenda Fox	4,552.64	-	-	-	-	-	-	4,552.64	4,552.64	-	4,552.64	-	4,552.64
296	296	TIF - Kenyon Hill Ridge	31,242.14	-	-	-	-	-	-	31,242.14	31,242.14	-	31,242.14	-	31,242.14
		<b>Subtotal - Special Revenue Funds</b>	1,203,510.28	3,317,120.24	109,228.73	-	-	166,845.68	115.86	1,145,777.47	953,352.62	(192,424.85)	953,352.62	3,317,236.10	4,270,588.72
<b>Debt Service Fund</b>															
300	300	Debt Service	140,264.68	50,000.00	10,553.28	-	-	9,154.30	-	141,663.66	141,663.66	-	141,663.66	50,000.00	191,663.66
		<b>Subtotal - Debt Service Fund</b>	140,264.68	50,000.00	10,553.28	-	-	9,154.30	-	141,663.66	141,663.66	-	141,663.66	50,000.00	191,663.66
<b>Fiduciary &amp; Agency Funds</b>															
400	400	Joe E. Barr Trust	1,568.12	-	-	-	-	-	-	1,568.12	1,568.12	-	1,568.12	-	1,568.12
401	401	Edgar Foster Trust	1,854.19	-	-	-	-	-	-	1,854.19	1,854.19	-	1,854.19	-	1,854.19
402	402	Calvary Cemetery Trust	5,112.28	-	-	-	-	-	-	5,112.28	5,112.28	-	5,112.28	-	5,112.28
403	403	Zella Silvers Trust	2,875.76	-	-	-	-	-	-	2,875.76	2,875.76	-	2,875.76	-	2,875.76
411	411	Mulberry Church	11,354.67	-	349.57	-	-	-	-	11,704.24	11,704.24	-	11,704.24	-	11,704.24
412	412	Youth Advisory	160.00	-	-	-	-	-	-	160.00	160.00	-	160.00	-	160.00
430	430	RAGBRAI	5,158.40	-	-	-	-	-	-	5,158.40	5,158.40	-	5,158.40	-	5,158.40
		<b>Subtotal - Fiduciary &amp; Agency Funds</b>	28,083.42	-	349.57	-	-	-	-	28,432.99	28,432.99	-	28,432.99	-	28,432.99

Webster City															
August 2023 Financial Report															
As of August 31, 2023															
Fund Code	Fund Name	Beginning Cash Balance	Beginning Investment Balance	Monthly Revenues	Investments Cashed	Transfers	Monthly Expenditures	Investments Purchased	Ending Cash Balance Before Adjustments	Cash Proof	Balance Sheet Adjustments	Ending Cash Balance	Ending Investment Balance	Treasurer's Ending Balance	
Permanent Fund															
404	404 Perpetual Care Trust (Non-exp.)	464,716.73	-	478.80	-	-	-	-	465,195.53	465,195.53	-	465,195.53	-	465,195.53	
	Subtotal - Permanent Fund	464,716.73	-	478.80	-	-	-	-	465,195.53	465,195.53	-	465,195.53	-	465,195.53	
Capital Project Funds															
500	500 Capital Improvement Reserve	692,145.27	3,500,000.00	98,191.01	-	-	-	-	790,336.28	790,336.28	-	790,336.28	3,500,000.00	4,290,336.28	
501	501 American Rescue Plan	154,166.12	1,000,000.00	215.88	-	-	-	-	154,382.00	154,382.00	-	154,382.00	1,000,000.00	1,154,382.00	
502	502 Brewer Creek Estates	-	-	4,000.00	-	-	-	-	4,000.00	4,000.00	-	4,000.00	-	4,000.00	
503	503 Boone River Trail	-	-	-	-	-	-	-	-	-	-	-	-	-	
504	504 Second Street Reconstruction	(482,862.37)	-	-	-	-	-	-	(482,862.37)	(482,862.37)	-	(482,862.37)	-	(482,862.37)	
506	506 Sidewalk Improvement Fund	46,669.45	-	65.35	-	-	-	-	46,734.80	46,734.80	-	46,734.80	-	46,734.80	
525	525 Annual Street Maintenance	830,082.21	-	-	-	-	-	-	830,082.21	517,891.38	(312,190.83)	517,891.38	-	517,891.38	
527	527 Public Railroad Crossings	149.30	-	-	-	-	-	-	149.30	149.30	-	149.30	-	149.30	
528	528 Bridge Improvements	42,733.86	-	-	-	-	-	-	42,733.86	36,469.63	(6,264.23)	36,469.63	-	36,469.63	
531	531 E Second St Sidewalk/Street Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	
532	532 James Street (Old Hwy 20) Project	-	-	-	-	-	-	-	-	-	-	-	-	-	
533	533 Superior Street Sidewalk	-	-	-	-	-	-	-	-	-	-	-	-	-	
534	534 Wilson-Brewer Park Improvement Project	5,167.36	-	-	-	-	-	-	5,167.36	1,917.36	(3,250.00)	1,917.36	-	1,917.36	
535	535 W Twin Park Shelter Project	-	-	-	-	-	-	-	-	-	-	-	-	-	
536	536 2020 2nd Street Reconstruction	236,107.35	-	-	-	-	41,755.01	-	194,352.34	236,107.35	41,755.01	236,107.35	-	236,107.35	
537	537 E Twin Improvements	12,560.00	-	-	-	-	-	-	12,560.00	12,560.00	-	12,560.00	-	12,560.00	
	Subtotal - Capital Project Funds	1,536,918.55	4,500,000.00	102,472.24	-	-	41,755.01	-	1,597,635.78	1,317,685.73	(279,950.05)	1,317,685.73	4,500,000.00	5,817,685.73	
Enterprise Funds															
601	601 Electric Utility	2,203,722.61	800,000.00	1,240,991.54	-	-	1,177,171.44	-	2,267,542.71	2,869,322.34	(263,110.87)	2,004,431.84	800,000.00	2,804,431.84	
601D	601D Electric Improvement Reserve	54,940.04	3,300,000.00	-	-	-	-	-	54,940.04	-	-	54,940.04	3,300,000.00	3,354,940.04	
601E	601E Project Share Donations	14,912.53	-	(2,092.00)	-	-	-	-	12,820.53	-	-	12,820.53	-	12,820.53	
601F	601F Green City Energy Donations	2,963.00	-	10.00	-	-	-	-	2,973.00	-	-	2,973.00	-	2,973.00	
601G	601G Green City Energy Donations - Pleasant	510.													

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

## GENERAL CHECKING (GENERAL CHECKING) (1)

August 31, 2023

Account: 00110000

Bank Account Number: 7021673

Bank Statement Balance:	8,467,463.25	Book Balance Previous Month:	9,371,491.55
Outstanding Deposits:	120,211.73	Total Receipts:	4,069,943.94
Outstanding Checks:	154,666.63	Total Disbursements:	4,865,456.17
Bank Adjustments:	142,970.97	Book Adjustments:	.00
Bank Balance:	8,575,979.32	Book Balance:	8,575,979.32

## Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
15	95,668.97	1184	100.00-	1340	.83	1353	3,526.41
18	188.67	1338	1,746.37	1351	18,971.13	1354	2.65
73	19.80-	1339	30.00	1352	196.50		
						Total:	120,211.73

Deposits cleared: 117 items Deposits Outstanding: 11 items

## Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1	30,735.09	3972	51.68	21796	46.03	51808	7.01
2	11,941.91	3975	772.36	50049	44.27	51842	45.58
6	113.00	3980	412.93	50350	58.63	52148	59.99
1020	29.09	3983	520.39	50419	80.15	52249	7.28
1072	28.63	6804	28.63-	50432	152.90	52296	74.44
1073	35.79	17532	247.00	50508	42.57	52555	32.31
1710	23.09	17542	97.12	50509	40.83	52557	25.00
1733	18.47	17791	64.67	50631	12.47	52814	88.87
1741	55.41	17939	1.86	50792	2.67	52900	29.62
1742	14.78	18050	71.73	50833	64.37	52934	54.42
1818	62.33	18333	49.48	50838	56.57	53208	111.27
1844	55.41	18616	2.25	50893	138.91	53242	13.59
1881	17.08	18738	39.35	50896	75.11	53285	6.00
1895	36.94	18760	44.22	50927	2.07	53306	72.35
1916	92.35	18862	68.08	51131	40.29	53452	34.78
2563	16.16	19009	377.00	51172	28.13	53551	15.21
2977	10.16	19329	11.93	51447	16.00	53637	5.17
3000	55.41	20274	62.14	51583	163.26	53693	132.41
3118	18.47	20489	274.07	51589	243.78	53704	83.58
3385	11.09	20538	31.15	51590	24.73	53752	2.87
3537	24.01	20570	71.91	51592	48.15	53783	1.32
3754	55.41	20579	75.00	51595	10.11	53811	166.00
3934	651.19	20909	69.01	51601	18.75	53921	136.62
3955	18.47	21362	21.47	51682	64.72	54138	21.48
3961	18.47	21368	1.82	51691	16.30	54342	131.26

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
54408	135.49	55835	57.61	57800	250.00	60044	1,158.40
54425	132.94	56102	168.97	57938	44.53	60053	109.61
54429	118.65	56356	93.95	57973	50.00	60061	122.25
54543	12.63	56521	18.94	58474	80.36	60069	1,717.31
54668	19.48	56560	150.69	58489	2,196.31	60070	115.00
54783	34.14	56661	34.18	59087	16.09	60075	584.57
54829	75.00	56675	6.52	59151	40.40	60078	47.46
54855	9.36	56817	28.41	59254	30.93	60082	53,039.61
54907	16.91	56864	39.52	59376	6.04	60084	61.34
55001	125.00	56868	36.06	59415	45.19	60090	220.00
55014	132.87	57067	13.75	59435	90.00-	60107	897.84
55019	40.98	57095	35.99	59435	90.00	60111	1,094.04
55154	5.35	57101	10.10	59481	140.17	60122	334.03
55241	67.81	57104	10.36	59635	30.05	60133	415.00
55243	42.54	57121	93.25	59719	1.47	60136	2,184.00
55268	13.69	57126	1.98	59830	3,497.04-	60139	82.63
55305	89.53	57148	58.12	59830	3,497.04	60146	5.00
55353	126.11	57175	39.94	59847	63.33	60147	1,945.00
55521	49.00	57285	37.09	59860	11.76	60148	18,950.00
55583	1,255.00	57333	250.00	59932	3.66	83023	5,366.49
55589	38.57	57718	2.84	59964	29.00	270263	.08
55701	91.17	57761	3.92	59965	8,842.25		
55808	48.07	57770	34.13	59966	30.42	Total:	154,666.63

Checks cleared: 291 items    Checks Outstanding: 190 items

## Bank Adjustments

Description	Amount	Description	Amount
STATE PYMT-MISSED AUG	1,235.00-	RETURN ACH	72.97
PAYROLL ACH PD 8-31; POSTED CITY	144,133.00		.00
		Total:	142,970.97

## Book Adjustments

No book adjustments found!

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

**City of Webster City - Receipts  
AUGUST 2023**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$211,866.04
ROAD USE TAX FUND	\$87,764.78
TIF	\$5.28
SSMID	\$0.00
SPECIAL REVENUE FUNDS	\$21,458.67
DEBT SERVICE FUND	\$10,553.28
FIDUCIARY FUNDS	\$349.57
PERMANENT FUND	\$478.80
IMPROVEMENT FUNDS	\$102,472.24
ELECTRIC UTILITY FUND	\$1,242,215.90
WATER UTILITY FUND	\$252,882.04
SEWER UTILITY FUND	<u>\$335,249.80</u>
<b>TOTAL</b>	<b><u>\$2,265,296.40</u></b>



**August**  
**Summary of Investments - FY24**

<u>Financial Institution</u>	<u>Investment</u>	<u>Term</u>	<u>Purchase Date</u>	<u>Due Date</u>	<u>Redeem Date</u>	<u>Int Rate</u>	<u>Begin Balance</u>	<u>Purchased</u>	<u>Redeemed</u>	<u>Month Interest</u>	<u>Ending Balance</u>	<u>Interest YTD</u>
IPAIT (Diversified Acct)	Interest earned on CD's & T-Bills not redeemed						98,311.76	25,000.00	150.50	2,422.59	125,734.35	2,828.06
IPAIT (1290440-1 Veridan)	CD purch-Sept 2022	12 month	9/12/22	9/14/23		3.40%	2,000,000.00				2,000,000.00	
IPAIT (1334285-1 MidWest)	CD purch-Nov 2022	12 month	11/9/22	11/9/23		4.50%	4,000,000.00				4,000,000.00	
IPAIT	T-Bill purch-May 2023	3 month	5/12/23	8/10/23	8/10/2023	5.10%	1,999,849.50	-	1,999,849.50	25,000.00	-	25,000.00
IPAIT (1290441-1 Veridan)	CD purch-June 2023	6 month	6/30/23	12/27/23		5.35%	2,000,000.00	-			2,000,000.00	
People's Credit Union	CD purch-Aug 2022	12 month	8/12/22	8/12/23	08/12/23	2.40%	2,000,000.00		2,000,000.00		-	48,102.63
People's (Acct 8678344)	CD purch-Aug 2023	12 month				5.60%	-	4,000,000			4,000,000.00	
WCF	CD purch-Dec 2022	12 month	12/27/22	12/27/23		4.70%	2,000,000.00				2,000,000.00	
WCF	CD purch-Feb 2023	12 month	2/9/23	2/8/24		4.90%	2,000,000.00				2,000,000.00	
WCF	CD purch-March 2023	6 month	3/16/23	9/16/23		4.95%	2,000,000.00	-			2,000,000.00	
First State Bank	CD purch-May 2023	9 month	5/12/23	2/12/24		5.05%	2,000,000.00	-			2,000,000.00	
Avalia Bank	Sweep Account					2.08%	-	-	-	14,256.27	-	29,873.85
Avalia Bank	USDA Revolving Loan Checking					0.50%				111.86		222.44
Avalia Bank	Checking Account					0.50%				212.33		424.66
							20,098,161.26	4,025,000.00	4,000,000.00	42,003.05	20,125,734.35	106,451.64

E-MAILED BANKS SHOWN BELOW TO GIVE THE CITY OPTIONS OF CD PURCHASES OF TERMS 12 MONTH OR LESS

	3 MO	6 MO	9 MO	12 MO
Avalia Bank	5.20%	5.25%		5.15%
First State Bank	NO BID			
IPAIT TBILL	5.33%	5.42%	5.29%	5.26%
IPAIT CD	5.18%	5.28%	5.31%	5.31%
People's Credit Union		5.60%		5.35%
WCF			5.55%	5.45%

CITY PURCHASED

6 month \$4,000,000 CD from People's Credit Union @ 5.6%

Redeemed T-Bill w/IPAIT (1,999,849.50) + 150.50 from Daily Diversified Account = 2,000,000 on 8-17-23:





CD at People's Credit Union matured on 8-12-23 (2,000,000)

Used the 4,000,000 to purchase 6-month CD @ 5.60% (Acct #8678344)

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7021673	\$500,205.48

### PUBLIC FUNDS CHECKING-7021673

#### Account Summary

Date	Description	Amount
09/01/2023	Beginning Balance	\$500,212.33
	122 Credit(s) This Period	\$7,198,037.11
	276 Debit(s) This Period	\$7,198,043.96
09/30/2023	Ending Balance	\$500,205.48

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Interest Days	30
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$205.48
Interest Paid Year-to-Date	\$1,869.87
Minimum Balance	\$500,000.00

#### Deposits

Date	Description	Amount
09/01/2023	Deposit	\$18,971.13
09/05/2023	Deposit	\$64,247.70
09/05/2023	Transfer Deposit From DDA XXXXXX1682	\$24,609.71
09/06/2023	Deposit	\$54,488.99
09/07/2023	Deposit	\$95,034.87
09/07/2023	Transfer Deposit From DDA XXXXXX1682	\$27,465.77
09/08/2023	Deposit	\$126,412.85
09/11/2023	Deposit	\$115,390.91
09/12/2023	Deposit	\$86,701.82
09/12/2023	Transfer Deposit From DDA XXXXXX1682	\$209,368.35
09/13/2023	Deposit	\$15,816.72
09/14/2023	Deposit	\$15,780.97
09/14/2023	Transfer Deposit From DDA XXXXXX1682	\$151,077.73
09/18/2023	Deposit	\$45,136.48
09/18/2023	Deposit	\$49,313.40
09/19/2023	Deposit	\$34,870.83
09/21/2023	Deposit	\$29,369.59
09/21/2023	Deposit	\$221.00
09/21/2023	Deposit	\$26,997.51

**PUBLIC FUNDS CHECKING-7021673 (continued)**

**Deposits (continued)**

Date	Description	Amount
09/21/2023	Transfer Deposit From DDA XXXXXX1682	\$857,248.06
09/22/2023	Deposit	\$66,259.26
09/25/2023	Deposit	\$87,668.92
09/25/2023	Transfer Deposit From DDA XXXXXX1682	\$1,981,289.07
09/26/2023	Deposit	\$27,139.33
09/26/2023	Transfer Deposit From DDA XXXXXX1682	\$33,320.46
09/27/2023	Deposit	\$9,225.79
09/28/2023	Deposit	\$13,120.08
09/28/2023	Transfer Deposit From DDA XXXXXX1682	\$49,327.43
09/29/2023	Deposit	\$36,274.76
09/30/2023	Accr Earning Pymt Added to Account	\$205.48

**Electronic Credits**

Date	Description	Amount
09/01/2023	ACH Deposit CITY OF WEBSTER LMI Loan CHECKING * * * 1673	\$144.03
09/01/2023	ACH Deposit FCSAMERICA FCSA AFCSA EXP CITY OF WEBSTER CI	\$2,646.14
09/01/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$0.83
09/01/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$30.00
09/01/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,746.37
09/05/2023	ACH Deposit GRAND TRUNK WEST PAYMENT CITY OF WEBSTER CIT	\$851.17
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$196.50
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,526.41
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$2.65
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$336.28
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$6,067.68
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.47
09/05/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$161.00
09/06/2023	ACH Deposit CAPTURIS BILL PAY CITY OF WEBSTER	\$913.02
09/06/2023	ACH Deposit GRAND TRUNK WEST PAYMENT CITY OF WEBSTER CIT	\$1,016.88
09/06/2023	ACH Deposit Kwik Trip, Inc. EDI PYMNTS WEBSTER CITY	\$10,938.16
09/06/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$1,269.88
09/06/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$435.02

Operations Center

5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
09/06/2023	ACH Deposit THRIFTY WHITE DIRECT PAY City Of Webster Cit	\$665.30
09/07/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,512.54
09/07/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$132.00
09/07/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$3.48
09/08/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$1,501.01
09/08/2023	ACH Deposit Mary Ann's Spec Payment CITY OF WEBSTER CITY	\$718.79
09/08/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,843.94
09/08/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$208.75
09/08/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$3.95
09/08/2023	ACH Deposit THE HANOR COMP PAYABLES CITY OF WEBSTER CITY	\$745.21
09/11/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$233.00
09/11/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$6.40
09/11/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,877.87
09/11/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$92.87
09/11/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$92.68
09/11/2023	ACH Deposit Webster City UTILITY CITY OF WEBSTER CITY U	\$132,934.67
09/12/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$10,505.23
09/12/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$5.50
09/12/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,163.66
09/12/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,653.92
09/13/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$436.00
09/13/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$13,406.98
09/13/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$10.56
09/14/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$53.50
09/14/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.47
09/14/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,558.63
09/15/2023	ACH Deposit CAPTURIS BILL PAY CITY OF WEBSTER	\$14,652.68

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
09/15/2023	ACH Deposit HAMILTON COUNTY Treas Ord Webster City Corp.	\$27,248.85
09/15/2023	ACH Deposit MARY ANNS SPECIA WC USDA CITY OF WEBSTER CIT	\$8,403.36
09/15/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$110.75
09/15/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,095.18
09/15/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$3.05
09/18/2023	ACH Deposit MEMBERS TRUST CO DEPOSIT CITY OF WEBSTER CIT	\$9,154.30
09/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$173.50
09/18/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,075.23
09/18/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$4.77
09/19/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$10,954.29
09/19/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$40.00
09/19/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,192.73
09/19/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$1,254.39
09/19/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$122,254.39
09/20/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$90,361.75
09/20/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$136.25
09/20/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$15,772.69
09/20/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$3.75
09/20/2023	ACH Deposit VanDiest Med Ctr InvoicePmt CITY OF WEBSTER	\$11,422.36
09/20/2023	ACH Deposit Webster City UTILITY CITY OF WEBSTER CITY U	\$72,671.23
09/21/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$8,412.47
09/21/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$4.88
09/21/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$177.50
09/22/2023	ACH Deposit FAREWAY STORES GENERAL CITY WEBST	\$11,306.03
09/22/2023	ACH Deposit IPAIT IPAIT City of Webster City	\$2,000,000.00
09/22/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$13,153.34
09/25/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$456.55

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Credits (continued)**

Date	Description	Amount
09/25/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$3,489.57
09/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$4.88
09/25/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$177.50
09/26/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$28,190.19
09/26/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$5.50
09/26/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$975.40
09/26/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$5.50
09/26/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$768.02
09/27/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$32,506.62
09/27/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$10.74
09/27/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$390.50
09/28/2023	ACH Deposit GRAND TRUNK WEST PAYMENT CITY OF WEBSTER CIT	\$1,014.79
09/28/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$2,511.62
09/28/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$1.38
09/28/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$50.00
09/28/2023	ACH Deposit ST OF IA-E.F.T. E.F.T. WEBSTER CITY CITY OF	\$95,668.97
09/29/2023	ACH Deposit Corn Belt Power AP CITY OF WEBSTER CITY	\$37,723.77
09/29/2023	ACH Deposit PAYMENTECH DEPOSIT CITY OF WEBSTER CITY	\$4,880.40
09/29/2023	ACH Deposit PAYMENTECH DEPOSIT Webster Service Fee	\$4.12
09/29/2023	ACH Deposit PAYMENTECH DEPOSIT Webster City Govt	\$155.00

**Electronic Debits**

Date	Description	Amount
09/01/2023	ACH Payment PEOPLES CREDIT U RECUR TFR CITY OF WEBSTER C	\$5,366.49
09/05/2023	ACH Payment IRS USATAXPYMT CITY OF WEBSTER CITY	\$43,830.57
09/05/2023	ACH Payment PAYMENTECH FEE Webster City Govt	\$108.29
09/05/2023	ACH Payment PAYMENTECH FEE Webster Service Fee	\$30.63
09/06/2023	ACH Payment IA CHILD SUPPORT CHILD SUPP CITY OF WEBSTER	\$624.90
09/06/2023	ACH Payment MISSIONSQUARE INVESTMENT CITY OF WEBSTER CIT	\$1,100.00



Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Electronic Debits (continued)**

Date	Description	Amount
09/06/2023	ACH Payment Xpress Bill Pay Billing Webster City	\$847.96
09/07/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$11,941.91
09/07/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$30,735.09
09/14/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$141,010.12
09/18/2023	ACH Payment IRS USATAXPYMT CITY OF WEBSTER CITY	\$42,599.28
09/19/2023	ACH Payment IA CHILD SUPPORT CHILD SUPP CITY OF WEBSTER	\$624.90
09/19/2023	ACH Payment IA DEPT OF REV IA REV PAY WEBSTER CITY CITY	\$14,491.00
09/19/2023	ACH Payment MISSIONSQUARE INVESTMENT CITY OF WEBSTER CIT	\$1,100.00
09/20/2023	ACH Payment CITY OF WEBSTER USDA TRANS CHECKING * * * 1673	\$3,000.00
09/21/2023	ACH Payment NIMECA Webster Ci Webster City	\$895,073.60
09/22/2023	ACH Payment USDA RD RUS PAYMENT WEBSTER CITY, CITY	\$16,806.72
09/28/2023	ACH Payment Webster City PAYROLL CITY OF WEBSTER CITY	\$150,264.77

**Other Debits**

Date	Description	Amount
09/01/2023	Transfer Withdrawal To DDA XXXXXX1682	\$6,413.30
09/06/2023	Transfer Withdrawal To DDA XXXXXX1682	\$66,798.39
09/08/2023	Transfer Withdrawal To DDA XXXXXX1682	\$134,078.95
09/11/2023	Transfer Withdrawal To DDA XXXXXX1682	\$168,685.67
09/13/2023	Deposit Item Ret RETURN CHECK-LAUREN SPURLING-NSF	\$221.00
09/13/2023	Transfer Withdrawal To DDA XXXXXX1682	\$2,903.82
09/15/2023	Transfer Withdrawal To DDA XXXXXX1682	\$49,047.48
09/18/2023	Transfer Withdrawal To DDA XXXXXX1682	\$31,960.93
09/19/2023	Transfer Withdrawal To DDA XXXXXX1682	\$154,482.53
09/20/2023	Transfer Withdrawal To DDA XXXXXX1682	\$185,016.35
09/21/2023	Dep Item Rtn ACH Webster City UTILITY LATHAM, INGE	\$0.00
09/22/2023	Dep Item Rtn ACH Webster City UTILITY KEPLER, JAMES- NSF	\$91.39
09/22/2023	Transfer Withdrawal To DDA XXXXXX1682	\$1,911,606.16
09/25/2023	Stop Pmt Charge Stop Payment Charge	\$25.00

Operations Center

5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021673 (continued)**
**Other Debits (continued)**

Date	Description	Amount
09/27/2023	Deposit Item Ret CHARGEBACK CK-AMANDA PELZ-NSF	\$350.00
09/27/2023	Transfer Withdrawal To DDA XXXXXX1682	\$36,060.04
09/29/2023	Transfer Withdrawal To DDA XXXXXX1682	\$37,882.26

**Checks Cleared**





Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
3537	09/05/2023	\$24.01	60078*	09/01/2023	\$47.46	60180	09/14/2023	\$562.21
3934*	09/07/2023	\$651.19	60082*	09/05/2023	\$53,039.61	60181	09/13/2023	\$29.72
3955*	09/05/2023	\$18.47	60090*	09/12/2023	\$220.00	60182	09/11/2023	\$942.10
3972*	09/20/2023	\$51.68	60107*	09/05/2023	\$897.84	60183	09/14/2023	\$889.62
3975*	09/22/2023	\$772.36	60111*	09/05/2023	\$1,094.04	60184	09/12/2023	\$75.00
3980*	09/11/2023	\$412.93	60122*	09/01/2023	\$334.03	60185	09/11/2023	\$15,363.53
3996*	09/14/2023	\$92.26	60133*	09/01/2023	\$415.00	60186	09/11/2023	\$48,563.00
3997	09/13/2023	\$68.91	60136*	09/07/2023	\$2,184.00	60187	09/13/2023	\$806.11
3998	09/15/2023	\$18.47	60139*	09/25/2023	\$82.63	60188	09/12/2023	\$124,837.00
4000*	09/12/2023	\$392.80	60146*	09/06/2023	\$5.00	60189	09/12/2023	\$41,009.32
4001	09/05/2023	\$491.76	60147	09/07/2023	\$1,945.00	60190	09/14/2023	\$73.51
4002	09/05/2023	\$68.91	60148	09/14/2023	\$18,950.00	60191	09/07/2023	\$2,440.00
4003	09/08/2023	\$135.05	60149	09/14/2023	\$27.50	60192	09/13/2023	\$235.00
4004	09/06/2023	\$113.71	60150	09/12/2023	\$3,622.00	60193	09/12/2023	\$165.00
4005	09/07/2023	\$121.91	60151	09/12/2023	\$296.17	60194	09/12/2023	\$675.00
4006	09/06/2023	\$73.88	60152	09/11/2023	\$9,154.30	60195	09/13/2023	\$9,000.00
4007	09/27/2023	\$418.25	60153	09/12/2023	\$100.00	60196	09/15/2023	\$762.20
4008	09/11/2023	\$36.76	60154	09/12/2023	\$50.00	60197	09/12/2023	\$44.82
4009	09/06/2023	\$53.80	60155	09/14/2023	\$165.96	60198	09/14/2023	\$2,062.50
4011*	09/13/2023	\$152.73	60156	09/13/2023	\$2,456.25	60199	09/13/2023	\$280.00
4012	09/05/2023	\$281.44	60157	09/12/2023	\$582.86	60200	09/13/2023	\$1,682.45
4013	09/08/2023	\$33.00	60158	09/12/2023	\$118.40	60201	09/12/2023	\$912.00
4014	09/08/2023	\$187.50	60159	09/12/2023	\$299.64	60202	09/13/2023	\$1,423.85
4015	09/21/2023	\$146.43	60160	09/13/2023	\$1,081.45	60203	09/13/2023	\$158.92
4016	09/26/2023	\$152.38	60161	09/13/2023	\$941.36	60204	09/12/2023	\$667.63
4017	09/28/2023	\$51.68	60162	09/11/2023	\$6,500.00	60205	09/12/2023	\$13,308.72
4019*	09/26/2023	\$113.71	60163	09/07/2023	\$75,129.56	60207*	09/11/2023	\$1,300.00
4020	09/29/2023	\$480.78	60164	09/12/2023	\$135.00	60208	09/11/2023	\$60.00
4021	09/26/2023	\$36.94	60165	09/12/2023	\$16,265.70	60209	09/12/2023	\$832.24
4022	09/19/2023	\$263.20	60166	09/13/2023	\$187.91	60210	09/12/2023	\$6,778.65
4023	09/25/2023	\$426.39	60167	09/20/2023	\$1,000.00	60211	09/13/2023	\$4,754.00
4026*	09/28/2023	\$664.44	60168	09/12/2023	\$159.60	60212	09/15/2023	\$250.00
4029*	09/21/2023	\$33.50	60169	09/11/2023	\$1,269.04	60213	09/15/2023	\$2.95
4030	09/22/2023	\$187.50	60170	09/13/2023	\$1,278.46	60214	09/12/2023	\$786.97
58489*	09/21/2023	\$2,196.31	60171	09/13/2023	\$33.50	60215	09/12/2023	\$1,004.91
59965*	09/01/2023	\$8,842.25	60172	09/12/2023	\$11,465.00	60216	09/14/2023	\$3,000.00
59966	09/01/2023	\$30.42	60174*	09/11/2023	\$120.00	60217	09/13/2023	\$310.00
60044*	09/15/2023	\$1,158.40	60175	09/15/2023	\$514.68	60218	09/12/2023	\$41,755.01
60053*	09/06/2023	\$109.61	60176	09/12/2023	\$1,264.24	60219	09/13/2023	\$147.26
60069*	09/01/2023	\$1,717.31	60177	09/15/2023	\$155.46	60220	09/14/2023	\$601.38
60070	09/05/2023	\$115.00	60178	09/13/2023	\$210.39	60221	09/21/2023	\$4,487.48
60075*	09/01/2023	\$584.57	60179	09/15/2023	\$156.86	60222	09/13/2023	\$27.59



RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
SWEEP ACCOUNT  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7021682	\$7,165,772.05

### PUBLIC FUNDS CHECKING-7021682

#### Account Summary

Date	Description	Amount
09/01/2023	Beginning Balance	\$7,701,796.65
	13 Credit(s) This Period	\$2,797,681.98
	8 Debit(s) This Period	\$3,333,706.58
09/30/2023	Ending Balance	\$7,165,772.05

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	2.01%
Interest Days	30
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$12,746.10
Interest Paid Year-to-Date	\$151,293.45
Minimum Balance	\$7,115,143.69

#### Deposits

Date	Description	Amount
09/01/2023	Transfer Deposit From DDA XXXXXX1673	\$6,413.30
09/06/2023	Transfer Deposit From DDA XXXXXX1673	\$66,798.39
09/08/2023	Transfer Deposit From DDA XXXXXX1673	\$134,078.95
09/11/2023	Transfer Deposit From DDA XXXXXX1673	\$168,685.67
09/13/2023	Transfer Deposit From DDA XXXXXX1673	\$2,903.82
09/15/2023	Transfer Deposit From DDA XXXXXX1673	\$49,047.48
09/18/2023	Transfer Deposit From DDA XXXXXX1673	\$31,960.93
09/19/2023	Transfer Deposit From DDA XXXXXX1673	\$154,482.53
09/20/2023	Transfer Deposit From DDA XXXXXX1673	\$185,016.35
09/22/2023	Transfer Deposit From DDA XXXXXX1673	\$1,911,606.16
09/27/2023	Transfer Deposit From DDA XXXXXX1673	\$36,060.04

Operations Center  
5409 NW 88th St. Ste 200, Johnston, IA 50131

**PUBLIC FUNDS CHECKING-7021682 (continued)**
**Deposits (continued)**

Date	Description	Amount
09/29/2023	Transfer Deposit From DDA XXXXXX1673	\$37,882.26
09/30/2023	Accr Earning Pymt Added to Account	\$12,746.10

**Other Debits**

Date	Description	Amount
09/05/2023	Transfer Withdrawal To DDA XXXXXX1673	\$24,609.71
09/07/2023	Transfer Withdrawal To DDA XXXXXX1673	\$27,465.77
09/12/2023	Transfer Withdrawal To DDA XXXXXX1673	\$209,368.35
09/14/2023	Transfer Withdrawal To DDA XXXXXX1673	\$151,077.73
09/21/2023	Transfer Withdrawal To DDA XXXXXX1673	\$857,248.06
09/25/2023	Transfer Withdrawal To DDA XXXXXX1673	\$1,981,289.07
09/26/2023	Transfer Withdrawal To DDA XXXXXX1673	\$33,320.46
09/28/2023	Transfer Withdrawal To DDA XXXXXX1673	\$49,327.43

**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
09/01/2023	\$7,708,209.95	09/13/2023	\$7,819,232.95	09/22/2023	\$9,143,020.61
09/05/2023	\$7,683,600.24	09/14/2023	\$7,668,155.22	09/25/2023	\$7,161,731.54
09/06/2023	\$7,750,398.63	09/15/2023	\$7,717,202.70	09/26/2023	\$7,128,411.08
09/07/2023	\$7,722,932.86	09/18/2023	\$7,749,163.63	09/27/2023	\$7,164,471.12
09/08/2023	\$7,857,011.81	09/19/2023	\$7,903,646.16	09/28/2023	\$7,115,143.69
09/11/2023	\$8,025,697.48	09/20/2023	\$8,088,662.51	09/29/2023	\$7,153,025.95
09/12/2023	\$7,816,329.13	09/21/2023	\$7,231,414.45	09/30/2023	\$7,165,772.05





**Overdraft and Returned Item Fees**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

RETURN SERVICE REQUESTED

CITY OF WEBSTER CITY  
WC USDA REVOLVING LOAN  
PO BOX 217  
WEBSTER CITY IA 50595-0217

### Managing Your Accounts

	Customer Service (515)832-1133
	Telephone Banking (800)260-8419
	Mailing Address 635 1st Street Webster City, IA 50595
	Online Banking <a href="http://www.availa.bank">www.availa.bank</a>

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC FUNDS CHECKING	7025498	\$268,563.81

### PUBLIC FUNDS CHECKING-7025498

#### Account Summary

Date	Description	Amount
09/01/2023	Beginning Balance	\$265,454.27
	2 Credit(s) This Period	\$3,109.54
	0 Debit(s) This Period	\$0.00
09/30/2023	Ending Balance	\$268,563.81

#### Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.50%
Interest Days	30
Interest Earned Not Paid	\$0.00
Interest Paid This Period	\$109.54
Interest Paid Year-to-Date	\$949.76
Minimum Balance	\$265,454.27

#### Deposits

Date	Description	Amount
09/30/2023	Accr Earning Pymt Added to Account	\$109.54

#### Electronic Credits

Date	Description	Amount
09/20/2023	ACH Deposit CITY OF WEBSTER USDA TRANS USDA TRANSFER	\$3,000.00

#### Daily Balances

Date	Amount	Date	Amount	Date	Amount
09/01/2023	\$265,454.27	09/20/2023	\$268,454.27	09/30/2023	\$268,563.81

#### Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Webster City															
September 2023 Financial Report															
As of September 30, 2023															
Fund Code		Fund Name	Beginning Cash Balance	Beginning Investment Balance	Monthly Revenues	Investments Cashed	Transfers	Monthly Expenditures	Investments Purchased	Ending Cash Balance Before Adjustments	Cash Proof	Balance Sheet Adjustments	Ending Cash Balance	Ending Investment Balance	Treasurer's Ending Balance
General Fund															
100	100	General	374,815.62	2,550,000.00	98,683.90	1,000,000.00	-	275,256.20	1,035,846.08	162,397.24	(309,910.79)	(411,119.33)	(248,722.09)	2,585,846.08	2,337,123.99
	100A	Govern. Equip. Replacement	(80,347.47)	-	-	-	-	1,446.60	-	(81,794.07)	-	-	(81,794.07)	-	(81,794.07)
	100B	Govern Economic Development	27,677.07	1,000,000.00	35,881.73	1,000,000.00	-	-	1,035,846.08	27,712.72	-	-	27,712.72	1,035,846.08	1,063,558.80
	100C	Parks, Rec Public Grounds Improvements	(7,107.35)	-	-	-	-	-	-	(7,107.35)	-	-	(7,107.35)	-	(7,107.35)
		Subtotal-General Fund	315,037.87	3,550,000.00	134,565.63	2,000,000.00	-	276,702.80	2,071,692.16	101,208.54	(309,910.79)	(411,119.33)	(309,910.79)	3,621,692.16	3,311,781.37
Special Revenue Funds															
200	200	FICA - IPERS	(56,772.64)	100,000.00	1,546.79	-	-	21,753.74	-	(76,979.59)	(76,979.59)	-	(76,979.59)	100,000.00	23,020.41
201	201	Workers compensation	2,094.58	140,000.00	799.53	-	-	-	-	2,894.11	2,894.11	-	2,894.11	140,000.00	142,894.11
202	202	Medical/Flex Insurance	(76,068.12)	200,000.00	4,239.16	-	-	28,448.29	-	(100,277.25)	(100,277.25)	-	(100,277.25)	200,000.00	99,722.75
203	203	Unemployment Compensation	156.54	-	99.48	-	-	-	-	256.02	256.02	-	256.02	-	256.02
204	204	Road Use Tax	285,612.37	1,563,618.05	127,678.77	-	-	64,024.16	58.80	349,208.18	345,277.12	(3,931.06)	345,277.12	1,563,676.85	1,908,953.97
205	205	Airport Commission	190,460.67	500,000.00	3,035.80	-	-	901.74	-	192,594.73	165,263.65	(27,331.08)	165,263.65	500,000.00	665,263.65
208	208	Hotel/Motel Sales Tax	(25,836.30)	200,000.00	-	-	-	-	-	(25,836.30)	(25,836.30)	-	(25,836.30)	200,000.00	174,163.70
209	209	Emergency Levy Fund	754.81	-	359.61	-	-	-	-	1,114.42	1,114.42	-	1,114.42	-	1,114.42
210	210	Police/Fire Retirement Trust Fund	8,239.12	-	1,296.59	-	-	18,798.45	-	(9,262.74)	(9,262.74)	-	(9,262.74)	-	(9,262.74)
211	211	DARE Trust	(30.36)	-	-	-	-	-	-	(30.36)	(30.36)	-	(30.36)	-	(30.36)
212	212	Seized Property Trust	-	-	-	-	-	-	-	-	-	-	-	-	-
214	214	K9 Trust	(1,921.11)	-	502.00	-	-	-	-	(1,419.11)	(1,419.11)	-	(1,419.11)	-	(1,419.11)
216	216	Police Reserve Officers Fund	3,621.37	-	4.66	-	-	-	-	3,626.03	3,626.03	-	3,626.03	-	3,626.03
217	217	Wilson Brewer Park/Depot Foundation	1,916.78	-	-	-	-	-	-	1,916.78	1,916.78	-	1,916.78	-	1,916.78
218	218	Webster City Pride Committee	4,251.69	-	-	-	-	-	-	4,251.69	4,251.69	-	4,251.69	-	4,251.69
219	219	Kendall Young Scout Lodge	2,828.42	-	3.64	-	-	-	-	2,832.06	2,832.06	-	2,832.06	-	2,832.06
220	220	Economic Development Revolving	-	-	-	-	-	-	-	-	-	-	-	-	-
228	228	Low/Moderate Income Revolving	65,442.18	513,618.05	209.14	-	-	25.00	58.80	65,567.52	65,417.18	(150.34)	65,417.18	513,676.85	579,094.03
229	229	WC Commercial Rehab Rev Loan Program	47,315.57	100,000.00	1,324.52	-	-	-	-	48,640.09	48,625.94	(14.15)	48,625.94	100,000.00	148,625.94
231	231	CDBG Housing Rehab	16.90	-	-	-	-	-	-	16.90	16.90	-	16.90	-	16.90
232	232	B.L.U.E.	3,639.98	-	4.69	-	-	-	-	3,644.67	3,644.67	-	3,644.67	-	3,644.67
240	240	USDA Revolving Loan Fund	268,170.19	-	109.54	-	-	-	-	268,279.73	268,279.73	-	268,279.73	-	268,279.73
250	250	TIF - Riverview	741.52	-	321.84	-	-	-	-	1,063.36	1,063.36	-	1,063.36	-	1,063.36
251	251	TIF- HyVee	3,777.42	-	4.87	-	-	-	-	3,782.29	3,782.29	-	3,782.29	-	3,782.29
255	255	TIF - Brewer Creek Estates	-	-	-	-	-	-	-	-	-	-	-	-	-
260	260	SSMID	18,965.64	-	260.31	-	-	3,250.00	-	15,975.95	15,910.95	(65.00)	15,910.95	-	15,910.95
265	265	TIF - Struchen	-	-	-	-	-	-	-	-	-	-	-	-	-
268	268	TIF - SE Development Park Project	(20,998.39)	-	-	-	-	-	-	(20,998.39)	(20,998.39)	-	(20,998.39)	-	(20,998.39)
272	272	TIF - Mitchell Machine	84.63	-	-	-	-	-	-	84.63	84.63	-	84.63	-	84.63
281	281	TIF - Gourley Subdivision	-	-	-	-	-	-	-	-	-	-	-	-	-
282	282	TIF - SW Watermain Improvement	1.96	-	-	-	-	-	-	1.96	1.96	-	1.96	-	1.96
283	283	TIF - Town & Country (FSB)	15,156.36	-	-	-	-	-	-	15,156.36	15,156.36	-	15,156.36	-	15,156.36
284	284	TIF - Fareway Stores	8,676.62	-	-	-	-	-	-	8,676.62	8,676.62	-	8,676.62	-	8,676.62
285	285	TIF - First State Bank	16,116.80	-	-	-	-	-	-	16,116.80	16,116.80	-	16,116.80	-	16,116.80
286	286	TIF - Infinity Services LLC	50,734.94	-	-	-	-	-	-	50,734.94	50,734.94	-	50,734.94	-	50,734.94
287	287	TIF - Webster City Federal	10,042.15	-	-	-	-	-	-	10,042.15	10,042.15	-	10,042.15	-	10,042.15
288	288	TIF - Van Diest Medical Center	(2,500.00)	-	-	-	-	-	-	(2,500.00)	(2,500.00)	-	(2,500.00)	-	(2,500.00)
289	289	TIF - 2013 Medical Complex URA-KTJ (Shopko)	55,881.06	-	-	-	-	-	-	55,881.06	55,881.06	-	55,881.06	-	55,881.06
290	290	TIF - 3DK Enterprises	15,520.27	-	-	-	-	-	-	15,520.27	15,520.27	-	15,520.27	-	15,520.27
291	291	TIF - 2016 Industrial - WC Custom Meats	-	-	-	-	-	-	-	-	-	-	-	-	-
292	292	TIF - Mary Ann's	-	-	-	-	-	-	-	-	-	-	-	-	-
293	293	TIF - Tasler's	(1,500.00)	-	-	-	-	-	-	(1,500.00)	(1,500.00)	-	(1,500.00)	-	(1,500.00)
294	294	TIF - Ridge Development	22,964.22	-	-	-	-	-	-	22,964.22	22,964.22	-	22,964.22	-	22,964.22
295	295	TIF - Gary & Brenda Fox	4,552.64	-	-	-	-	-	-	4,552.64	4,552.64	-	4,552.64	-	4,552.64
296	296	TIF - Kenyon Hill Ridge	31,242.14	-	-	-	-	-	-	31,242.14	31,242.14	-	31,242.14	-	31,242.14
		Subtotal - Special Revenue Funds	953,352.62	3,317,236.10	141,800.94	-	-	137,201.38	117.60	957,834.58	926,342.95	(31,491.63)	926,342.95	3,317,353.70	4,243,696.65
Debt Service Fund															
300	300	Debt Service	141,663.66	50,000.00	15,436.65	-	-	9,154.30	-	147,946.01	147,946.01	-	147,946.01	50,000.00	197,946.01
		Subtotal - Debt Service Fund	141,663.66	50,000.00	15,436.65	-	-	9,154.30	-	147,946.01	147,946.01	-	147,946.01	50,000.00	197,946.01
Fiduciary & Agency Funds															
400	400	Joe E. Barr Trust	1,568.12	-	-	-	-	-	-	1,568.12	1,568.12	-	1,568.12	-	1,568.12
401	401	Edgar Foster Trust	1,854.19	-	-	-	-	-	-	1,854.19	1,854.19	-	1,854.19	-	1,854.19
402	402	Calvary Cemetery Trust	5,112.28	-	-	-	-	-	-	5,112.28	5,112.28	-	5,112.28	-	5,112.28
403	403	Zella Silvers Trust	2,875.76	-	-	-	-	-	-	2,875.76	2,875.76	-	2,875.76	-	2,875.76
411	411	Mulberry Church	11,704.24	-	15.08	-	-	-	-	11,719.32	11,719.32	-	11,719.32	-	11,719.32
412	412	Youth Advisory	160.00	-	-	-	-	-	-	160.00	160.00	-	160.00	-	160.00
430	430	RAGBRAI	5,158.40	-	-	-	-	-	-	5,158.40	5,158.40	-	5,158.40	-	5,158.40
		Subtotal - Fiduciary & Agency Funds	28,432.99	-	15.08	-	-	-	-	28,448.07	28,448.07	-	28,448.07	-	28,448.07

Webster City															
September 2023 Financial Report															
As of September 30, 2023															
Fund Code	Fund Name	Beginning Cash Balance	Beginning Investment Balance	Monthly Revenues	Investments Cashed	Transfers	Monthly Expenditures	Investments Purchased	Ending Cash Balance Before Adjustments	Cash Proof	Balance Sheet Adjustments	Ending Cash Balance	Ending Investment Balance	Treasurer's Ending Balance	
Permanent Fund															
404	404 Perpetual Care Trust (Non-exp.)	465,195.53	-	-	-	-	-	-	465,195.53	465,195.53	-	465,195.53	-	465,195.53	
	Subtotal - Permanent Fund	465,195.53	-	-	-	-	-	-	465,195.53	465,195.53	-	465,195.53	-	465,195.53	
Capital Project Funds															
500	500 Capital Improvement Reserve	790,336.28	3,500,000.00	20,777.48	-	-	-	-	811,113.76	811,113.76	-	811,113.76	3,500,000.00	4,311,113.76	
501	501 American Rescue Plan	154,382.00	1,000,000.00	198.84	-	-	-	-	154,580.84	154,580.84	-	154,580.84	1,000,000.00	1,154,580.84	
502	502 Brewer Creek Estates	4,000.00	-	5.15	-	-	-	-	4,005.15	4,005.15	-	4,005.15	-	4,005.15	
503	503 Boone River Trail	-	-	-	-	-	-	-	-	-	-	-	-	-	
504	504 Second Street Reconstruction	(482,862.37)	-	-	-	-	-	-	(482,862.37)	(482,862.37)	-	(482,862.37)	-	(482,862.37)	
506	506 Sidewalk Improvement Fund	46,734.80	-	60.19	-	-	-	-	46,794.99	46,794.99	-	46,794.99	-	46,794.99	
525	525 Annual Street Maintenance	517,891.38	-	-	-	-	26,660.67	-	491,230.71	491,230.71	-	491,230.71	-	491,230.71	
527	527 Public Railroad Crossings	149.30	-	-	-	-	-	-	149.30	149.30	-	149.30	-	149.30	
528	528 Bridge Improvements	36,469.63	-	-	-	-	-	-	36,469.63	36,469.63	-	36,469.63	-	36,469.63	
531	531 E Second St Sidewalk/Street Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-	
532	532 James Street (Old Hwy 20) Project	-	-	-	-	-	-	-	-	-	-	-	-	-	
533	533 Superior Street Sidewalk	-	-	-	-	-	-	-	-	-	-	-	-	-	
534	534 Wilson-Brewer Park Improvement Project	1,917.36	-	(5,000.00)	-	-	-	-	(3,082.64)	(3,082.64)	-	(3,082.64)	-	(3,082.64)	
535	535 W Twin Park Shelter Project	-	-	-	-	-	-	-	-	-	-	-	-	-	
536	536 2020 2nd Street Reconstruction	236,107.35	-	-	-	-	-	-	236,107.35	194,352.34	(41,755.01)	194,352.34	-	194,352.34	
537	537 E Twin Improvements	12,560.00	-	-	-	-	-	-	12,560.00	12,560.00	-	12,560.00	-	12,560.00	
	Subtotal - Capital Project Funds	1,317,685.73	4,500,000.00	16,041.66	-	-	26,660.67	-	1,307,066.72	1,265,311.71	(41,755.01)	1,265,311.71	4,500,000.00	5,765,311.71	
Enterprise Funds															
601	601 Electric Utility	2,004,431.84	800,000.00	1,381,058.61	-	-	1,057,589.11	-	2,327,901.34	2,920,368.59	(275,193.04)	2,052,708.30	800,000.00	2,852,708.30	
601D	601D Electric Improvement Reserve	54,940.04	3,300,000.00	-	-	-	-	-	54,940.04	-	-	54,940.04	3,300,000.00	3,354,940.04	
601E	601E Project Share Donations	12,820.53	-	142.00	-	-	-	-	12,962.53	-	-	12,962.53	-	12,962.53	
601F	601F Green City Energy Donations	2,973.00	-	10.00	-	-	-	-	2,983.00	-	-	2,983.00	-	2,983.00	
601G	601G Green City Energy Donations - Pleasant	510.00	-	-	-	-	-	-	510.00	-	-	510.00	-	510.00	
601M	601M Electric Equipment Replacement	144,512.23	500,000.00	186.13	-	-	1,658.13	-	143,040.23	-	-	143,040.23	500,000.00	643,040.23	
601N	601N Customer Deposit Trust	434,730.50	-	3,813.64	-	-	-	-	438,544.14	-	-	438,544.14	-	438,544.14	
601P	601P Electric Economic Development	214,404.20	1,027,236.09	393.74	-	-	-	117.59	214,680.35	-	-	214,680.35	1,027,353.68		

## Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

## GENERAL CHECKING (GENERAL CHECKING) (1)

September 30, 2023

Account: 00110000

Bank Account Number: 7021673

Bank Statement Balance:	7,934,541.34	Book Balance Previous Month:	8,575,979.32
Outstanding Deposits:	12,421.95	Total Receipts:	3,806,699.45
Outstanding Checks:	243,737.28	Total Disbursements:	4,644,396.61
Bank Adjustments:	35,056.15	Book Adjustments:	.00
Bank Balance:	7,738,282.16	Book Balance:	7,738,282.16

## Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
18	188.67	1290	5,789.14	1305	5,612.97	1314	5.50
73	19.80-	1291	96.50	1306	273.50	1315	565.30
1184	100.00-	1292	2.65	1307	7.52		
						Total:	12,421.95

Deposits cleared: 95 items Deposits Outstanding: 11 items

## Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1	31,050.26	4018	110.82	18050	71.73	50833	64.37
2	14,332.39	4024	18.47	18333	49.48	50838	56.57
6	113.00	4025	203.63	18616	2.25	50893	138.91
1020	29.09	4027	45.25	18738	39.35	50896	75.11
1072	28.63	4028	15.24	18760	44.22	50927	2.07
1073	35.79	4031	90.45	18862	68.08	51131	40.29
1710	23.09	4032	60.03	19009	377.00	51172	28.13
1733	18.47	4033	394.09	19329	11.93	51447	16.00
1741	55.41	4034	263.20	20274	62.14	51583	163.26
1742	14.78	4035	90.45	20489	274.07	51589	243.78
1818	62.33	4036	480.78	20538	31.15	51590	24.73
1844	55.41	4037	118.44	20570	71.91	51592	48.15
1881	17.08	4038	106.67	20579	75.00	51595	10.11
1895	36.94	4039	23.09	20909	69.01	51601	18.75
1916	92.35	4040	444.39	21362	21.47	51682	64.72
2563	16.16	4041	45.25	21368	1.82	51691	16.30
2977	10.16	4042	178.90	21796	46.03	51808	7.01
3000	55.41	4043	81.26	50049	44.27	51842	45.58
3118	18.47	4044	81.26	50350	58.63	52148	59.99
3385	11.09	4045	33.00	50419	80.15	52249	7.28
3754	55.41	6804	28.63-	50432	152.90	52296	74.44
3961	18.47	17532	247.00	50508	42.57	52555	32.31
3983	520.39	17542	97.12	50509	40.83	52557	25.00
3999	73.88	17791	64.67	50631	12.47	52814	88.87
4010	36.76	17939	1.86	50792	2.67	52900	29.62

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
52934	54.42	55154	5.35	57175	39.94	60061	122.25
53208	111.27	55241	67.81	57285	37.09	60084	61.34
53242	13.59	55243	42.54	57333	250.00	60173	3,748.65
53285	6.00	55268	13.69	57718	2.84	60206	142.38
53306	72.35	55305	89.53	57761	3.92	60234	23.24
53452	34.78	55353	126.11	57770	34.13	60271	123.43
53551	15.21	55521	49.00	57800	250.00	60282	75.00
53637	5.17	55583	1,255.00	57938	44.53	60290	94.79
53693	132.41	55589	38.57	57973	50.00	60291	240.00
53704	83.58	55701	91.17	58474	80.36	60293	300.00
53752	2.87	55808	48.07	59087	16.09	60313	275.00
53783	1.32	55835	57.61	59151	40.40	60331	947.50
53811	166.00	56102	168.97	59254	30.93	60334	282.46
53921	136.62	56356	93.95	59376	6.04	60335	353.27
54138	21.48	56521	18.94	59415	45.19	60346	109.50
54342	131.26	56560	150.69	59435	90.00-	60349	1,800.00
54408	135.49	56661	34.18	59435	90.00	60350	113.57
54425	132.94	56675	6.52	59481	140.17	60351	3,500.00
54429	118.65	56817	28.41	59635	30.05	92823	5,366.49
54543	12.63	56864	39.52	59719	1.47	236479	624.90
54668	19.48	56868	36.06	59830	3,497.04-	441655	7,872.00
54783	34.14	57067	13.75	59830	3,497.04-	632738	1,100.00
54829	75.00	57095	35.99	59830	3,497.04	929202	40,055.88
54855	9.36	57101	10.10	59847	63.33	121079	75,322.28
54907	16.91	57104	10.36	59860	11.76	270263	.08
55001	125.00	57121	93.25	59932	3.66	270367	45,784.25
55014	132.87	57126	1.98	59964	29.00		
55019	40.98	57148	58.12	60061	122.25-	Total:	243,737.28

Checks cleared: 262 items    Checks Outstanding: 210 items

## Bank Adjustments

Description	Amount	Description	Amount
o/s cash deposit	45,964.15	returned check	72.97
returned check	91.39	missed ACH deposit	11,422.36-
returned check	350.00		
		Total:	35,056.15

## Book Adjustments

No book adjustments found!

Description	Amount	Description	Amount
-------------	--------	-------------	--------

Report Criteria:  
Print Outstanding Checks and Deposits and Bank and Book Adjustments



**City of Webster City - Receipts  
SEPTEMBER, 2023**

<u>FUND</u>	<u>AMOUNT</u>
GENERAL FUND	\$134,565.63
ROAD USE TAX FUND	\$127,678.77
TIF	\$326.71
SSMID	\$260.31
SPECIAL REVENUE FUNDS	\$13,535.15
DEBT SERVICE FUND	\$15,436.65
FIDUCIARY FUNDS	\$15.08
PERMANENT FUND	\$0.00
IMPROVEMENT FUNDS	\$16,041.66
ELECTRIC UTILITY FUND	\$1,385,604.12
WATER UTILITY FUND	\$290,520.44
SEWER UTILITY FUND	<u>\$283,456.92</u>
<b>TOTAL</b>	<b><u>\$2,267,441.44</u></b>

**September**  
**Summary of Investments - FY24**

<u>Financial Institution</u>	<u>Investment</u>	<u>Term</u>	<u>Purchase Date</u>	<u>Due Date</u>	<u>Redeem Date</u>	<u>Int Rate</u>	<u>Begin Balance</u>	<u>Purchased</u>	<u>Redeemed</u>	<u>Month Interest</u>	<u>Ending Balance</u>	<u>Interest YTD</u>
IPAIT (Diversified Acct)	Interest earned on CD's & T-Bills not redeemed						125,734.35	69,314.94		2,769.61	197,969.40	3,175.08
IPAIT (1290440-1 Veridan)	CD purch-Sept 2022	12 month	9/12/22	9/14/23	9/22/2023	3.40%	2,000,000.00		2,000,000.00		-	69,314.94
IPAIT (1334285-1 MidWest)	CD purch-Nov 2022	12 month	11/9/22	11/9/23		4.50%	4,000,000.00				4,000,000.00	
IPAIT	T-Bill purch-May 2023	3 month	5/12/23	8/10/23	8/10/2023	5.10%	-	-	-		-	25,000.00
IPAIT (1290441-1 Veridan)	CD purch-June 2023	6 month	6/30/23	12/27/23		5.35%	2,000,000.00	-			2,000,000.00	
People's Credit Union	CD purch-Aug 2022	12 month	8/12/22	8/12/23	08/12/23	2.40%	-				-	48,102.63
People's Credit Union	CD purch-Aug 2023	12 month				5.60%	4,000,000.00				4,000,000.00	
WCF	CD purch-Dec 2022	12 month	12/27/22	12/27/23		4.70%	2,000,000.00				2,000,000.00	
WCF	CD purch-Feb 2023	12 month	2/9/23	2/8/24		4.90%	2,000,000.00				2,000,000.00	
WCF	CD purch-March 2023	6 month	3/16/23	9/16/23	09/23/23	4.95%	2,000,000.00	-	2,000,000		-	49,977.05
WCF	CD purch-Sept 2023	6 month	9/22/23	3/22/23		5.75%	-	4,000,000.00			4,000,000.00	
First State Bank	CD purch-May 2023	9 month	5/12/23	2/12/24		5.05%	2,000,000.00	-			2,000,000.00	
Availa Bank	Sweep Account					2.08%	-	-	-	12,746.10	-	42,619.95
Availa Bank	USDA Revolving Loan Checking					0.50%				109.54		331.98
Availa Bank	Checking Account					0.50%				205.48		630.14
							20,125,734.35	4,069,314.94	4,000,000.00	15,830.73	20,197,969.40	239,151.77

E-MAILED BANKS SHOWN BELOW TO GIVE THE CITY OPTIONS OF CD PURCHASES OF TERMS 12 MONTH OR LESS

	3 MO	6 MO	9 MO	12 MO
Avalia Bank	5.25%	5.25%	5.25%	5.25%
First State Bank		5.35%	5.25%	5.25%
IPAIT TBILL	5.38%	5.41%	5.33%	5.32%
IPAIT CD	5.08%	5.41%	5.47%	5.50%
People's Credit Union		5.30%		5.25%
WCF		5.75%	5.70%	

CITY PURCHASED

6 month \$4,000,000 CD from WCF @ 5.75%

Redeemed \$2,000,000 CD w/IPAIT (1290440-1 Veridan)

\$2,000,000 CD matured at WCF

Purchased \$4,000,000 with the redeemed/matured CD's

# WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF SEPTEMBER 2023

	MONTH September	Year to Date 2023	MONTH September	Year to Date 2022	
Total gallons flow	24,585,000	320,199,000	26,246,000	310,813,000	gal
Average daily flow	819,500		874,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	81,133	771,055	106,132	766,083	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	75,200		111,860		gal
Total gallons supernatant returned	45,706		83,954		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	8.25		16.25		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	98.8		82.6		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	7.75		9.88		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	98		89.32		%
Average effluent ammonia nitrogen Sept 1.0 mg/l average, 16.5 mg/l max. limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

**ELECTRIC REPORT FOR THE MONTH OF SEPTEMBER 2023**

(Production Month-August 2023; Billing Month (Due) - September 2023)

	<u>MONTH September</u>	<u>Year to Date 2023</u>	<u>MONTH September</u>	<u>Year to Date 2022</u>
TOTAL PURCHASED POWER K.W.	10,960,847	82,765,625	10,462,722	83,089,558
Gross K.W. Generated For Maint.	0	372,790	0	69,180
For Corn Belt	1,570,330	1,830,650	23,920	973,920
Station Power K.W.	17,635	218,402	13,668	212,612
NET K.W.TO BOARD	10,943,212	82,547,223	10,449,054	82,876,946
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	3,008,846	22,006,139	2,469,549	20,609,848
Industrial Sales	2,988,205	22,835,914	3,020,483	23,980,524
City Departments & Street Lights	356,876	3,562,164	348,408	3,596,704
Residential Sales	3,871,326	25,475,879	3,192,739	25,184,466
Sales for Resale-Wholesale	768,400	6,218,600	760,800	6,369,000
KILOWATTS UNACCOUNTED	<u>(50,441)</u>	<u>2,448,527</u>	<u>657,075</u>	<u>3,136,404</u>
Percentage of Unaccounted for	-0.46%	2.97%	6.29%	3.78%

LOAD COMPARISON	<u>2023</u>	<u>2022</u>
		23,138
Peak K.W. Demand	25,528	
Purchased Power	10,960,847	10,462,722
Net to Board	10,943,212	10,449,054

REMARKS:

**CITY OF WEBSTER CITY, IOWA - UTILITY REPORT  
ELECTRIC UTILITY PURCHASES & SALES - 2023**

Purch. Power Period	Billing Month (Due)	Month Purch. Power kWh	Pur Pwr lessStaPwr = Net to Board kWh	Month Billed KWh less StaPwr	Col D Net to Board less Col E Mo billed Mo Unaccounted For	Month Unaccounted For %	Yr To Date Purch.Power less sta prkWh	Yr To Date Billed & SPwr kWh	Yr To Date Unaccounted kWh	Yr To Date Unaccounted For %
Dec	Jan 2023	9,360,873	9,325,117	9,113,927	211,190	2.26%	9,325,117	9,113,927	211,190	2.26%
Jan	Feb 2023	9,299,917	9,265,125	8,868,519	396,606	4.28%	18,590,242	17,982,446	607,796	3.27%
Feb	Mar 2023	8,236,871	8,205,726	7,969,463	236,263	2.88%	26,795,968	25,951,909	844,059	3.15%
Mar	Apr 2023	8,716,292	8,688,216	8,202,479	485,737	5.59%	35,484,184	34,154,388	1,329,796	3.75%
Apr	May 2023	7,618,328	7,599,242	7,205,107	394,135	5.19%	43,083,426	41,359,495	1,723,931	4.00%
May	Jun 2023	8,389,514	8,368,716	8,403,634	(34,918)	-0.42%	51,452,142	49,763,129	1,689,013	3.28%
Jun	July 2023	9,766,792	9,749,377	9,679,684	69,693	0.71%	61,201,519	59,442,813	1,758,706	2.87%
July	Aug 2023	10,416,191	10,402,492	9,662,230	740,262	7.12%	71,604,011	69,105,043	2,498,968	3.49%
Aug	Sept 2023	10,960,847	10,943,212	10,993,653	(50,441)	-0.46%	82,547,223	80,098,696	2,448,527	2.97%
Sep	Oct 2023									
Oct	Nov 2023									
Nov	Dec 2023									
TOTALS		82,765,625	82,547,223	80,098,696	2,448,527					

Billings								
By Type of			City Depts &			Station	Billed & Sta. Pwr	Previous Year
Serv-kWh	Commercial	Industrial	Street Lights	Residential	Wholesale	Power-N/C	Total	Bill&Sta.Pwr Tot
Jan 2023	2,421,584	2,318,713	426,903	3,053,627	893,100	35,756	9,149,683	8,851,805
Feb 2023	2,489,573	2,296,160	447,260	2,861,626	773,900	34,792	8,903,311	9,322,509
Mar 2023	2,286,661	2,217,631	411,334	2,428,837	625,000	31,145	8,000,608	8,101,859
Apr 2023	2,349,483	2,594,113	429,584	2,172,999	656,300	28,076	8,230,555	8,078,331
May 2023	2,179,749	2,268,124	331,636	1,940,598	485,000	19,086	7,224,193	7,717,431
Jun 2023	2,265,436	2,645,897	384,951	2,542,750	564,600	20,798	8,424,432	7,997,834
July 2023	2,531,406	2,864,153	364,193	3,178,732	741,200	17,415	9,697,099	9,539,480
Aug 2023	2,473,401	2,642,918	409,427	3,425,384	711,100	13,699	9,675,929	10,538,258
Sep 2023	3,008,846	2,988,205	356,876	3,871,326	768,400	17,635	11,011,288	9,805,647
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	22,006,139	22,835,914	3,562,164	25,475,879	6,218,600	218,402	80,317,098	79,953,154

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	PREVIOUS YEAR
Jan 2023	\$286,995.14	\$156,782.55	\$48,901.45	\$393,497.02	\$87,280.33	N/C	\$973,456.49	\$998,618.93
Feb 2023	\$293,418.03	\$206,398.49	\$48,654.62	\$375,302.94	\$73,710.34	N/C	\$997,484.42	\$1,044,063.98
Mar 2023	\$274,108.16	\$198,718.29	\$45,294.24	\$333,404.31	\$63,809.40	N/C	\$915,334.40	\$896,687.04
Apr 2023	\$280,321.06	\$211,726.16	\$46,527.46	\$308,571.01	\$62,880.08	N/C	\$910,025.77	\$912,567.37
May 2023	\$264,323.52	\$232,772.48	\$38,210.13	\$286,719.79	\$52,928.92	N/C	\$874,954.84	\$892,223.72
Jun 2023	\$271,926.76	\$228,071.14	\$42,807.34	\$341,037.85	\$61,504.48	N/C	\$945,347.57	\$916,277.47
July 2023	\$298,241.17	\$224,599.10	\$40,838.49	\$406,711.13	\$73,127.57	N/C	\$1,043,517.46	\$1,060,644.60
Aug 2023	\$294,997.60	\$236,653.37	\$46,002.38	\$433,846.43	\$78,679.81	N/C	\$1,090,179.59	\$1,175,028.14
Sep 2023	\$347,844.17	\$259,545.52	\$40,491.65	\$477,695.90	\$79,086.15	N/C	\$1,204,663.39	\$1,064,161.27
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS		\$2,612,175.61	\$1,955,267.10	\$397,727.76	\$3,356,786.38	\$633,007.08	\$8,954,963.93	\$8,960,272.52

Number of Customers	Commercial	Industrial	City Depts & St. Lights	Residential	Wholesale	Total	Previous Year
Jan 2023	530	7	48	3,894	3	4,482	4,467
Feb 2023	530	7	47	3,895	3	4,482	4,456
Mar 2023	526	7	47	3,891	3	4,474	4,459
Apr 2023	529	7	50	3,892	3	4,481	4,456
May 2023	527	7	50	3,885	3	4,472	4,462
Jun 2023	528	7	50	3,895	3	4,483	4,470
July 2023	529	7	50	3,882	3	4,471	4,449
Aug 2023	531	7	51	3,872	3	4,464	4,513
Sep 2023	531	7	51	3,880	3	4,472	4,500
Oct 2023							
Nov 2023							
Dec 2023							

# WATER PLANT REPORT FOR THE MONTH OF SEPTEMBER 2023

(Production Month- August 2023 Billing Month (Due) - September 2023)

	MONTH September	Year to Date 2023	MONTH September	Year to Date 2022
Total Gallons Pumped from Wells(Inf)	37,981,000	247,915,000	28,284,000	230,636,000
Average Gallons Pumped	(1,266,033)		(942,800)	
Gallons for Sludge	77,550	667,400	84,600	667,400
Total Gallons to Water Plant	37,903,450	247,247,600	28,199,400	229,968,600
Gallons to Distribution System From From Water Plant (Effluent reading)	35,794,000	250,856,000	30,783,000	252,823,000
TOTAL TO SYSTEM - CUBIC FEET	4,784,961	33,534,567	4,115,088	33,797,517
Billed by Clerk's Office to Customers Cubic Feet	3,920,400	24,112,000	2,912,400	22,844,900
Billed by City Departments Cubic Feet	347,200	2,987,100	280,900	2,743,200
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street,Water,SewerDistribution,Line est <i>(main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept</i>	338	90,455	13,368	180,166
Water Plant filter backwash	47,154	476,149	80,246	740,280
Ground storage tank loss				
Recreation-Drink.Fount.	4,400	22,441	4,400	22,441
Cemetery	400	2,000	400	2,000
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	465,069	5,844,422	823,374	7,264,530
Percentage of Unaccounted for	9.72%	17.43%	20.01%	21.49%

NOTE: 33 loads of lime sludge  
hauled to farm ground

NOTE: 36 loads of lime sludge  
hauled to farm ground

REMARKS:

# WATER UTILITY PRODUCTION SALES & USAGE 2023

Prod Mo.	Billing Month (Due)	Month to Distribution System C/F	Month Billed & Unbilled Usage C/F	Month Unaccounted For C/F	Month Unaccounted For %	Yr to Date To Distribution System C/F	Yr to Date Billed & Unbilled C/F	Yr To Date Unaccounted For C/F	Yr To Date Unaccounted For %
Dec	Jan 2023	3,407,918	2,692,282	715,636	21.00%	3,407,918	2,692,282	715,636	21.00%
Jan	Feb 2023	3,279,852	2,588,413	691,439	21.08%	6,687,770	5,280,695	1,407,075	21.04%
Feb	Mar 2023	2,899,531	2,480,000	419,531	14.47%	9,587,301	7,760,695	1,826,606	19.05%
Mar	Apr 2023	3,410,725	2,842,397	568,328	16.66%	12,998,026	10,603,092	2,394,934	18.43%
Apr	May 2023	3,499,222	2,690,953	808,269	23.10%	16,497,249	13,294,045	3,203,204	19.42%
May	Jun 2023	3,906,012	3,389,714	516,298	13.22%	20,403,261	16,683,759	3,719,502	18.23%
June	July 2023	4,073,781	3,275,802	797,979	19.59%	24,477,042	19,959,561	4,517,481	18.46%
July	Aug 2023	4,272,564	3,410,692	861,872	20.17%	28,749,606	23,370,253	5,379,353	18.71%
Aug	Sep 2023	4,784,961	4,319,892	465,069	9.72%	33,534,567	27,690,145	5,844,422	17.43%
Sep	Oct 2023								
Oct	Nov 2023								
Nov	Dec 2023								

TOTALS 33,534,566 27,690,145 5,844,421

Billings & Usage  
By Type of  
Service-C/F

Used by City Dep  
i.e. water breaks  
flush.etc.  
Not metered

Previous  
Year

Previous  
Year  
Produced

	Commercial	Industrial	City Depts.	Residential	Not metered	Total		
Jan 2023	631,400	412,300	228,800	1,347,600	72,182	2,692,282	2,679,166	3,301,642
Feb 2023	703,000	387,700	205,000	1,230,900	61,813	2,588,413	2,792,850	3,440,269
Mar 2023	634,000	387,900	232,000	1,129,200	96,900	2,480,000	2,779,262	3,268,623
Apr 2023	728,300	452,300	351,100	1,187,400	123,297	2,842,397	2,695,110	3,734,500
May 2023	725,400	384,700	268,900	1,258,600	53,353	2,690,953	2,762,762	3,933,283
Jun 2023	904,400	448,800	454,500	1,528,100	53,914	3,389,714	3,088,263	3,962,158
July 2023	856,000	477,800	425,900	1,452,200	63,902	3,275,802	3,037,822	4,049,451
Aug 2023	1,072,000	492,200	473,700	1,359,400	13,392	3,410,692	3,406,038	3,992,503
Sep 2023	1,793,100	537,200	347,200	1,590,100	52,292	4,319,892	3,291,714	4,115,088
Oct 2023								
Nov 2023								
Dec 2023								

TOTALS 8,047,600 3,980,900 2,987,100 12,083,500 591,045 27,690,145 26,532,987 33,797,517

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. Sales	Residential Sales	City Depts Not Sold	TOTAL SALES	PREVIOUS YEAR
Jan 2023	\$41,424.30	\$19,109.83	\$10,313.82	\$138,279.32	N/C	\$209,127.27	\$ 186,420.29
Feb 2023	\$44,432.12	\$18,112.26	\$9,358.26	\$131,010.69	N/C	\$202,913.33	\$ 188,139.16
Mar 2023	\$41,314.90	\$18,123.96	\$10,440.96	\$124,517.20	N/C	\$194,397.02	\$ 153,471.79
Apr 2023	\$45,643.31	\$20,748.14	\$15,297.73	\$128,137.46	N/C	\$209,826.64	\$ 186,057.09
May 2023	\$46,490.85	\$17,588.98	\$12,048.50	\$132,933.97	N/C	\$209,062.30	\$ 189,977.53
Jun 2023	\$53,473.94	\$20,215.05	\$20,051.54	\$143,671.29	N/C	\$237,411.82	\$ 202,903.98
July 2023	\$51,368.92	\$21,393.26	\$18,490.40	\$145,023.73	N/C	\$236,276.31	\$ 200,381.92
Aug 2023	\$61,645.56	\$22,366.10	\$20,867.70	\$141,210.74	N/C	\$246,090.10	\$ 242,449.34
Sep 2023	\$92,306.62	\$24,240.44	\$15,609.06	\$156,558.16	N/C	\$288,714.28	\$ 235,325.44
Oct 2023							
Nov 2023							
Dec 2023							

TOTALS \$478,100.52 \$181,898.02 \$132,477.97 \$1,241,342.56 \$2,033,819.07 \$1,785,126.54

Number of Customers	Commercial	Industrial	City Depts.	Residential		Previous Year
Jan 2023	351	8	14	3,181	3,554	3,557
Feb 2023	351	8	14	3,171	3,544	3,551
Mar 2023	350	8	14	3,170	3,542	3,566
Apr 2023	356	8	16	3,179	3,559	3,558
May 2023	354	7	17	3,179	3,557	2,564
Jun 2023	354	7	17	3,185	3,563	2,563
July 2023	353	7	18	3,174	3,552	3,556
Aug 2023	356	7	18	3,178	3,559	3,580
Sept 2023	352	7	19	3,182	3,560	3,585
Oct 2023						
Nov 2023						
Dec 2023						

# CALLS FOR SERVICE

wcpd

9/1/2023 to 9/30/2023

Printed 10/4/2023

Alarm Actual/False	11
All Other Offenses	2
Animal Complaint	70
Assault	6
Assist Sheriffs Office	2
Assist VDMC	18
Assistance Public	109
Assist Other Agency	21
Burg/Breaking & Entering	5
Burning Complaint	1
Civil Disputes	4
Commercial/Resd Patrol	170
Criminal Trespass	10
Debris/Street Problems	11
Directed Assignment	163
Domestic Disturbances	9
Downtown Foot Patrol	22
Driving Complaints	29
Escort	1
Escort/Funeral	1
Fire	9
Follow Up	32
Foot Patrol	2
Fraud	1
Harassment	13
Intoxication	2
Liquor Law Violations	2
Lost/Found Property	14



Missing Person	2
Motor Vehicle Theft	1
Motorist Assist	13
Noise Complaints	12
Notification	14
Nuisance Calls	22
Open Window/Door	4
Operating While Intoxicat	2
Parking Violations	40
Project Awareness	4
Public Window Assist	27
School Foot Patrol	21
Sex Abuse	1
Shoplifting	3
Signs/Signals	1
Staionary Patrol	7
Suspicious Activity	65
Theft	17
Tip	1
Tobacco Violation	2
Traffic Control/School	31
Traffic Stop	86
Transient	1
Utility Problems	32
Vacation House Watch	2
Vandalism	8
Vehicle Unlock	13
Warrant Served	10
Welfare Check	11
TOTAL	1,193

## FIRE DEPARTMENT REPORT

September 2023

### ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
09-01	1908	Water St.	Vehicle Extrication	City
09-02	0317	1751 210 <sup>th</sup> st.	Vehicle accident	Mutual
09-02	1609	912 Elm st.	House Fire	City
09-03	0721	100 East Ohio st.	Mulch Fire	City
09-03	1421	100 East Ohio	Mulch Fire	City
09-03	1709	700 Superior st.	Fuel Spill	City
09-03	1920	2459 Briggs Woods Rd.	Unauthorized burning	City
0907	0400	1017 Woolsey ave.	CO incident	City
09-10	1136	505 Fair Meadow Dr.	Fire, other	City
09-12	1211	1009 Elm st.	CO detector activation	City
09-14	1053	222 Bank st.	Hazmat investigation	City
09-15	0824	Tunnel Mill rd.	Dispatched, cancelled	City
09-22	0702	1317 Locust St.	False alarm	City
09-23	1710	691 E Second st.	Biological Hazard	City
09-26	1808	N. Des Moines st.	Oil Spill	City
09-27	1037	2300 Superior st.	Gas Leak	City

Year to Date Total = 108

September Total =16

City- =15

Mutual- =01  
District- =00

### TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
<u>09-05</u>		Hazmat Training	2	2
<u>09-11</u>		Fire Drill- Hose Testing annual	2	28
<u>09-14</u>		Hazmat training	2	1
09-18		New recruit training orientation	2	1
09-21		Orientation for new recruit	2	1
09-25		Fire Drill- Search and rescue/ Ladders	2	28

Year to Date Total =940

September Total = 122

### INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>09-23</u>	<u>Outdoor warning test</u>	<u>Weekly test</u>
<u>09-30</u>	<u>Outdoor warning test</u>	<u>Weekly test</u>

Year to Date Total = 42

September Total =02

### MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
09-06		Tested Hose- 6 sections

09-08		Homecoming parade
09-12		Installed new vinyl dump tank for E34 to replace
09-15		Fire Department at hwy 20 overpass for fallen LEO
09-20		1000 gallons flushed for street department on Betsy ln.
09-25		Prepare boat to go in for repair
09-28		Flush of month for street dept. 10000 gallons

### **MEETING ROOM**

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
<u>09-06</u>		<u>WCPD Meeting in training room</u>

**HAMILTON  
COUNTY**

**SOLID WASTE  
COMMISSION**

*Serving:*

BLAIRSBURG  
ELLSWORTH  
JEWELL  
KAMRAR  
RANDALL

STANHOPE

WEBSTER CITY  
WILLIAMS  
RURAL HAM. CO.

WEBSTER CITY, IOWA 50595

TELEPHONE: 515-539-4420  
800-535-1145

**AGENDA**

**Regular Meeting**

2605 McMurray Avenue

1 ½ Miles Northwest of Kamrar, Iowa

7:00 P.M.

October 11, 2023

1. Roll Call
2. Minutes of September 13, 2023
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Reports for September
5. Manager's Reports for September
6. Approve Semi Tractor Purchase
7. Open Discussion
8. Adjourn

REGULAR MEETING OF THE  
HAMILTON COUNTY SOLID WASTE COMMISSION  
MINUTES

A regular meeting of the Hamilton County Solid Waste Commission was held at the Transfer Station Office building on September 13, 2023 at 7:00 P.M. The meeting was called to order by Chairperson Dan Campidilli and roll being called, members were present as follows:

Kamrar-Lendall Mechaelsen  
Hamilton County-Dan Campidilli  
Jewell-Leo Reiter  
Stanhope-Terry Painton

Webster City-Biri Bishop  
Williams-Dennis Frayne  
Randall-Carlene Auestad

The representatives from the Cities of Blairsburg and Ellsworth were absent.

It was moved by Auestad and seconded by Painton that:

1. The Minutes of June 14, 2023 be approved.
2. The issuance of Payroll for the period ending June 16, 2023 and paid on June 23, 2023 in the amount of \$9,131.17 be approved.
3. The issuance of Payroll for the period ending June 30, 2023 and paid on July 7, 2023 in the amount of \$8,868.62 be approved.
4. The issuance of Payroll for the period ending July 14, 2023 and paid on July 21, 2023 in the amount of \$9,113.98 be Approved
5. The issuance of Payroll for the period ending July 28, 2023 and paid on August 4, 2023 in the amount of \$9,193.43 be Approved
6. The issuance of Payroll for the period ending August 11, 2023 and paid on August 18, 2023 in the amount of \$9,419.62 be approved
7. The issuance of Payroll for the period ending August 25, 2023 and paid on September 1, 2023 in the amount of \$9,350.45 be approved
8. Payment of Bills for June, July, and August 2023 in the amount of \$272,571.43 be approved.
9. The Secretary-Treasurer's Report for June, July, and August 2023 be approved.

Motion carried with seven ayes, Blairsburg and Ellsworth absent.

It was moved by Painton and seconded by Reiter to approve the Manager's Reports for June, July, and August 2023. Motion carried with seven ayes, Blairsburg and Ellsworth absent.

It was moved by Frayne and seconded by Painton to increase the fee for concrete to \$10 per ton for loads over one ton effective January 1, 2023. ROLL CALL: Ayes-Painton, Frayne, Auestad. Nays-Bishop, Mechaelsen, Reiter, Campidilli, Reiter. Absent-Ellsworth and Blairsburg. Motion failed.

It was moved by Frayne and seconded by Painton to increase the fee for concrete to \$8 per ton for loads over one ton effective January 1, 2023. ROLL CALL: Ayes-Painton, Auestad, Reiter, Frayne, Campidilli, Bishop, Mechaelsen. Absent-Ellsworth and Blairsburg. Motion carried.

It was moved by Frayne and seconded by Painton to sell excess crushed rock for \$10 per ton starting October 1, 2023, by appointment only, after regular operating hours. ROLL CALL: Ayes-Painton, Auestad, Reiter, Frayne, Campidilli, Bishop, Mechaelsen. Absent-Ellsworth and Blairsburg. Motion carried.

The Commission discussed their organizational structure. No action was taken.

It was moved by Painton and seconded by Frayne to approve a trailer purchase in the amount of \$57,000 after trade-in from Hale Trailers. Motion carried with seven ayes, Ellsworth and Blairsburg absent.

It was moved by Frayne and seconded by Bishop to approve an amendment to the Fiscal Year 2023-2024 Budget allowing for \$57,000 in additional expenditures for the purchase of a trailer. ROLL CALL: Ayes-Frayne, Bishop, Auestad, Reiter, Mechaelsen, Campidilli, Painton. Absent-Ellsworth and Blairsburg.

It was moved by Painton and seconded by Auestad that the Hamilton County Solid Waste Commission adjourn. Motion carried with seven ayes, Blairsburg and Ellsworth absent.

The Commission stood adjourned at 8:01 P.M.

\_\_\_\_\_  
Dan Campidilli, Chairperson

\_\_\_\_\_  
Cherie Ferguson, Secretary-Treasurer

**Bills Approved 09/13/2023**

AVERY'S IMPLEMENT	\$25.01
BAUER TIRE & TAXIDERM	\$2,366.73
BIRI BISHOP	\$69.48
BLUE RIBBON PELHAM WATERS	\$144.50
BOMGAARS	\$1,233.33
CARD SERVICES	\$1,670.11
CARLENE AUESTAD	\$108.60
CINTAS	\$987.51
CLEAN HARBORS	\$2,615.79
COOPERATIVE TELEPHONE EXCHANGE	\$409.74
DENNIS FRAYNE	\$104.67
EFTPS	\$10,827.71
HAMILTON COUNTY PUBLIC HEATH	\$249.00
HAMILTON COUNTY TREASURER	\$171.02
HY-VEE	\$74.67
IMWCA	\$1,932.00
IOWA DEPT. OF AG	\$84.00
IOWA DNR	\$16.00
IPERS	\$5,485.74
LEO REITER	\$81.09
LIBERTY TIRE	\$2,807.38
MIDWEST ELECTRONIC RECOVERY	\$4,170.70
MY IOWA UI	\$385.42
NAPA AUTO PARTS	\$500.39
NCIARSWA	\$131,057.74
PER MAR	\$345.00
POSTMASTER	\$47.25
PRINTING SERVICES, INC.	\$207.24
REES TRUCK & TRAILER	\$360.63
SADLER CONSTRUCTION	\$26,196.00
SCS ENGINEERS	\$1,126.69
TERRY KLAVER	\$10.00
TERRY PAINTON	\$77.16
TITAN MACHINERY	\$1,275.60
THE SCALE GUYS	\$521.00
THE TILE PROS	\$456.00
TOLLE AUTOMOTIVE	\$452.00
TREASURER OF STATE	\$3,389.48
UNITED COOPERATIVE	\$14,870.50
U.S. CELLULAR	\$316.04
UNITY POINT	\$42.00
VAN DIEST MEDICAL CENTER	\$181.00
WEBSTER CITY MUNICIPAL UTILITIES	\$1,026.41
WEBSTER CITY TRUVALUE	\$2.58
WELLMARK	\$15,789.54
PAYROLL	\$38,300.98
Total	\$272,571.43

# HCSW COMMISSION

## Check Detail

September 14 - October 11, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
09/14/2023	Check	EFT	IPERS			
				AUGUST IPERS		-2,927.83
						2,927.83
09/14/2023	Check	EFT	United States Treasury			
				AUGUST FEDERAL TAX DEPOSIT		-4,056.86
						4,056.86
09/15/2023	Payroll Check	12342	AARON A. PARK	Pay Period: 08/26/2023-09/08/2023		
				Gross Pay - This is not a legal pay stub		-1,249.68
				Employer Taxes		1,699.69
				Employer Retirement Contribution		130.03
				Employer Health Ins. Contribution		160.45
				Health Insurance (taxable)		455.47
				IPERS		153.64
				Health Insurance (taxable) - Company Contribution		106.91
				IPERS - Company Contribution		455.47
				IA Income Tax		160.45
				Federal Taxes (941/943/944)		51.53
						267.96
09/15/2023	Payroll Check	12341	TERRY A KLAVER	Pay Period: 08/26/2023-09/08/2023		
				Gross Pay - This is not a legal pay stub		-2,155.07
				Employer Taxes		3,112.56
				Employer Retirement Contribution		238.11
				Employer Health Ins. Contribution		293.83
				Health Insurance (taxable)		455.47
				IPERS DEDUCTION		151.82
				IPERS		0.00
				Health Insurance (taxable) - Company Contribution		195.78
				Health Insurance (company paid) - Company Contribution		0.00
				IPERS - Company Contribution		455.47
				IA Unemployment Taxes		293.83
				IA Income Tax		0.00
				Federal Taxes (941/943/944)		126.84
						721.16
09/15/2023	Payroll Check	12343	NICK T. SCHUTT	Pay Period: 08/26/2023-09/08/2023		
				Gross Pay - This is not a legal pay stub		-1,178.82
				Employer Taxes		1,812.19
				Employer Retirement Contribution		154.93
				Employer Health Ins. Contribution		171.07
				Health Insurance (taxable)		455.47
				IPERS DEDUCTION		151.82
				IPERS		0.00
				Health Insurance (taxable) - Company Contribution		113.99
				Health Insurance (company paid) - Company Contribution		0.00
				IPERS - Company Contribution		455.47
				IA Unemployment Taxes		171.07
				IA Income Tax		16.31
				Federal Taxes (941/943/944)		77.54
						428.64
09/15/2023	Payroll Check	12339	KEENAN L. ELLIOTT	Pay Period: 08/26/2023-09/08/2023		
				Gross Pay - This is not a legal pay stub		-1,388.18
				Employer Taxes		2,082.32
				Employer Retirement Contribution		178.03
				Employer Health Ins. Contribution		196.57
				Health Insurance (taxable)		455.47
				IPERS DEDUCTION		151.82
						0.00



DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				IPERS		130.98
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		196.57
				IA Unemployment Taxes		18.74
				IA Income Tax		70.43
				Federal Taxes (941/943/944)		500.20
09/15/2023	Payroll Check	12344	CHERIE L FERGUSON	Pay Period: 08/26/2023-09/08/2023		-544.27
				Gross Pay - This is not a legal pay stub		667.12
				Employer Taxes		57.03
				Employer Retirement Contribution		62.98
				IPERS DEDUCTION		0.00
				IPERS		41.96
				IPERS - Company Contribution		62.98
				IA Unemployment Taxes		6.00
				IA Income Tax		4.07
				Federal Taxes (941/943/944)		127.85
09/19/2023	Check	12366	UNITED COOPERATIVE	DIESEL FUEL		-2,656.55
						2,656.55
09/29/2023	Payroll Check	12371	NICK T. SCHUTT	Pay Period: 09/09/2023-09/22/2023		-1,237.34
				Gross Pay - This is not a legal pay stub		1,677.91
				Employer Taxes		143.48
				Employer Retirement Contribution		158.39
				IPERS		105.54
				Health Insurance (taxable)		0.00
				IPERS DEDUCTION		0.00
				IPERS - Company Contribution		158.39
				Health Insurance (company paid) - Company Contribution		0.00
				Health Insurance (taxable) - Company Contribution		0.00
				IA Unemployment Taxes		15.11
				IA Income Tax		70.36
				Federal Taxes (941/943/944)		393.04
09/29/2023	Payroll Check	12369	TERRY A KLAVER	Pay Period: 09/09/2023-09/22/2023		-2,306.89
				Gross Pay - This is not a legal pay stub		3,112.56
				Employer Taxes		238.11
				Employer Retirement Contribution		293.83
				Health Insurance (taxable)		0.00
				IPERS DEDUCTION		0.00
				IPERS		195.78
				Health Insurance (taxable) - Company Contribution		0.00
				Health Insurance (company paid) - Company Contribution		0.00
				IPERS - Company Contribution		293.83
				IA Unemployment Taxes		0.00
				IA Income Tax		126.84
				Federal Taxes (941/943/944)		721.16
09/29/2023	Payroll Check	12368	CHERIE L FERGUSON	Pay Period: 09/09/2023-09/22/2023		-545.56
				Gross Pay - This is not a legal pay stub		668.89
				Employer Taxes		57.19
				Employer Retirement Contribution		63.14
				IPERS DEDUCTION		0.00
				IPERS		42.07
				IPERS - Company Contribution		63.14
				IA Unemployment Taxes		6.02
				IA Income Tax		4.14
				Federal Taxes (941/943/944)		128.29
09/29/2023	Payroll Check	12370	AARON A. PARK	Pay Period: 09/09/2023-09/22/2023		-1,337.04

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Gross Pay - This is not a legal pay stub		1,607.78
				Employer Taxes		122.99
				Employer Retirement Contribution		151.77
				Health Insurance (taxable)		0.00
				IPERS		101.13
				Health Insurance (taxable) - Company Contribution		0.00
				IPERS - Company Contribution		151.77
				IA Income Tax		46.62
				Federal Taxes (941/943/944)		245.98
09/29/2023	Payroll Check	12367	KEENAN L. ELLIOTT	Pay Period: 09/09/2023-09/22/2023		-1,506.24
				Gross Pay - This is not a legal pay stub		2,033.73
				Employer Taxes		163.09
				Employer Retirement Contribution		191.98
				Health Insurance (taxable)		0.00
				IPERS DEDUCTION		0.00
				IPERS		127.92
				Health Insurance (company paid) - Company Contribution		0.00
				IPERS - Company Contribution		191.98
				IA Unemployment Taxes		7.51
				IA Income Tax		67.83
				Federal Taxes (941/943/944)		487.32
09/30/2023	Check	EFT	Treasurer, State of Iowa	AUGUST SALES TAX		-930.11
						-930.11
10/01/2023	Check	EFT	WELLMARK	OCTOBER HEALTH INSURANCE PREMIUM		-4,858.32
						4,858.32

# HCSW COMMISSION

## Vendor Balance Detail

All Dates

DATE	TRANSACTION TYPE	NUM	DUE DATE	AMOUNT	OPEN BALANCE	BALANCE
<b>BOMGAARS</b>						
10/01/2023	Bill					
<b>Total for BOMGAARS</b>				389.59	389.59	389.59
				<b>\$389.59</b>	<b>\$389.59</b>	
<b>COOPERATIVE TELEPHONE EXCHANGE</b>						
10/01/2023	Bill	232	10/20/2023	138.99	138.99	138.99
<b>Total for COOPERATIVE TELEPHONE EXCHANGE</b>				<b>\$138.99</b>	<b>\$138.99</b>	
<b>HY-VEE</b>						
09/13/2023	Bill	12311	10/01/2023	13.97	13.97	13.97
<b>Total for HY-VEE</b>				<b>\$13.97</b>	<b>\$13.97</b>	
<b>ICAP</b>						
09/25/2023	Bill	R0494PC2023-1	11/09/2023	16,220.00	16,220.00	16,220.00
<b>Total for ICAP</b>				<b>\$16,220.00</b>	<b>\$16,220.00</b>	
<b>IMWCA</b>						
10/01/2023	Bill	87912	11/01/2023	644.00	644.00	644.00
<b>Total for IMWCA</b>				<b>\$644.00</b>	<b>\$644.00</b>	
<b>LIBERTY TIRE RECYCLING, LLC</b>						
09/09/2023	Bill	2580508	10/09/2023	3,231.81	3,231.81	3,231.81
09/23/2023	Bill	2586788	10/23/2023	2,545.39	2,545.39	5,777.20
<b>Total for LIBERTY TIRE RECYCLING, LLC</b>				<b>\$5,777.20</b>	<b>\$5,777.20</b>	
<b>NCIARSWA</b>						
09/30/2023	Bill		10/10/2023	30,434.95	30,434.95	30,434.95
<b>Total for NCIARSWA</b>				<b>\$30,434.95</b>	<b>\$30,434.95</b>	
<b>THE TILE PROS</b>						
09/13/2023	Bill	1134	09/23/2023	440.00	440.00	440.00
<b>Total for THE TILE PROS</b>				<b>\$440.00</b>	<b>\$440.00</b>	
<b>WEBSTER CITY MUNICIPAL UTILITIES</b>						
09/25/2023	Bill		10/20/2023	107.19	107.19	107.19
09/25/2023	Bill	19.741300.01	10/20/2023	270.38	270.38	377.57
<b>Total for WEBSTER CITY MUNICIPAL UTILITIES</b>				<b>\$377.57</b>	<b>\$377.57</b>	
<b>TOTAL</b>				<b>\$54,436.27</b>	<b>\$54,436.27</b>	

# HCSW COMMISSION

## Sales by Customer Summary

September 2023

	TOTAL
AG FORCE	
AG SOURCE	153.66
AMERICAN SANITATION	88.92
APPLIANCE PLUS	13,575.90
CASH	15.00
CITY OF KAMRAR	14,404.42
CITY OF WEBSTER CITY	16.00
DAILY FREEMAN JOURNAL	49.14
DAVE SCOTT CONSTRUCTION	60.00
GOOD LIFE RV	42.90
HAMILTON COUNTY ENGINEER	145.08
INGRAHAM CONSTRUCTION	198.00
J&C BUILDERS, LCC	122.46
JLE CONSTRUCTION	191.10
MCDOWELL & SONS CONTRACTORS, INC.	106.86
MERTZ ENGINEERING CO.	244.92
MIDWEST ECOSTRUCTION	104.52
RASCH CONSTRUCTION	105.30
REMINGTON SEEDS	10,673.52
SEAMLESS PROS LLC	380.64
SHAWN MORAN CONSTRUCTION	1,113.06
THE TRASH MAN	36.66
THOMPSON CONSTRUCTION	55,952.18
TILE PROS, INC.	26.52
UNITED CO-OPERATIVE	64.74
VAN DIEST SUPPLY	50.00
WASTE MANAGEMENT	37.44
WEBSTER CITY SCHOOLS	99.84
ZATLOUKAL CONSTRUCTION	79.42
TOTAL	30.00
	<b>\$98,168.20</b>

# HCSW COMMISSION

## A/R Aging Summary

As of October 1, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
AG FORCE	164.42					\$164.42
AG SOURCE	10.75					\$10.75
AMERICAN SANITATION	13,570.90	5.00				\$13,575.90
APPLIANCE PLUS	16.05					\$16.05
CASH	1,137.74					\$1,137.74
CHRIS MC NEIL PLUMBING						
CITY OF BLAIRSBURG					-34.20	\$ -34.20
CITY OF KAMRAR					-0.01	\$ -0.01
CITY OF WEBSTER CITY	16.00					\$16.00
DAILY FREEMAN JOURNAL	49.14					\$49.14
DAVE SCOTT CONSTRUCTION	64.20	21.00				\$85.20
GERBER AUTO ELECTRIC	45.90					\$45.90
GOOD LIFE RV					0.01	\$0.01
HAMILTON COUNTY ENGINEER	155.24					\$155.24
J&C BUILDERS, LCC	198.00					\$198.00
JLE CONSTRUCTION	204.48					\$204.48
MARY ANN'S SPECIALTY FOODS	114.34					\$114.34
MCDOWELL & SONS CONTRACTORS, INC.					-0.01	\$ -0.01
MERTZ ENGINEERING CO.	244.92					\$244.92
MIDWEST ECOSTRUCTION	50.07					\$50.07
NICK MURPHY CONSTRUCTION	112.67					\$112.67
RASCH CONSTRUCTION					-508.73	\$ -508.73
REMINGTON SEEDS	10,673.52					\$10,673.52
SEAMLESS PROS LLC	380.64					\$380.64
SHAWN MORAN CONSTRUCTION	1,188.19	121.72				\$1,309.91
SIGN UP	39.23					\$39.23
T&T RENTALS			79.00			\$79.00
THE TRASH MAN					4.65	\$4.65
THOMPSON CONSTRUCTION	55,952.18					\$55,952.18
TILE PROS, INC.	28.38					\$28.38
TONY'S TIRE SERVICE, INC.	69.27					\$69.27
UNITED CO-OPERATIVE					36.89	\$36.89
VAN DIEST SUPPLY	53.50					\$53.50
WASTE MANAGEMENT	16.70					\$16.70
WEBSTER CITY SCHOOLS	99.84	147.41	2.70			\$249.95
WIDICK ROOFING	79.42					\$79.42
ZATLOUKAL CONSTRUCTION			0.01		-0.01	\$0.00
TOTAL	32.10					\$32.10
	<b>\$84,767.79</b>	<b>\$295.13</b>	<b>\$81.71</b>	<b>\$0.00</b>	<b>\$-501.41</b>	<b>\$84,643.22</b>

# HCSW COMMISSION

## Profit and Loss

September 2023

Income	TOTAL
OPERATING FUND	
GATE CHARGES	0.33
APPLIANCES	
C&D	620.00
CONCRETE	37,863.58
ELECTRONICS	17.40
LATEX PAINT	42.00
MSW	15.00
PACKER	66,422.12
TIRES	488.00
TVS	597.00
<b>Total GATE CHARGES</b>	<b>405.00</b>
SCRAP METAL SOLD	<b>106,470.10</b>
<b>Total OPERATING FUND</b>	<b>652.50</b>
Unapplied Cash Payment Income	<b>107,122.93</b>
<b>Total Income</b>	<b>266.23</b>
GROSS PROFIT	<b>\$107,389.16</b>
Expenses	<b>\$107,389.16</b>
LANDFILL POST CLOSURE FUND	
OTHER DISBURSEMENTS	
<b>Total LANDFILL POST CLOSURE FUND</b>	<b>3,671.00</b>
Operating Fund Expenses	<b>3,671.00</b>
Building Supplies	
Cell Phone Service	140.54
Computer Service	105.35
Diesel Fuel/Fuel Oil	137.50
Drinking Water Service	2,656.55
Electricity	68.00
ELECTRONICS RECYCLING	325.03
Engineering Fees	1,570.45
Equipment and Vehicle Repairs	107.63
Gasoline	500.00
LEACHATE DISPOSAL	52.22
Licenses and Permits	456.00
Medical Supplies	84.00
Meeting/Training Expenses	17.12
NCIARSWA Gate Fees	33.97
	<b>30,434.95</b>

	TOTAL
Payroll Expenses	
Health Insurance	
IPERS	4,858.32
Medicare & Social Security	2,927.83
<b>Total Payroll Expenses</b>	<b>4,056.86</b>
Phone & Internet Service	<b>11,843.01</b>
Postage	134.03
Propane	95.43
Safety Clothing and Equipment	1,073.10
Security Monitoring	119.99
Tires	345.00
Uniform Service	888.00
Vehicle&Equip. Parts&Supplies	182.70
WORKERS' COMP INSURANCE	581.53
<b>Total Operating Fund Expenses</b>	<b>644.00</b>
	<b>52,596.10</b>
Payroll Expenses	
Company Contributions	
Health Insurance	
Retirement	3,643.76
<b>Total Company Contributions</b>	<b>2,626.70</b>
Taxes	<b>6,270.46</b>
Wages	2,238.63
<b>Total Payroll Expenses</b>	<b>27,825.20</b>
<b>Total Expenses</b>	<b>36,334.29</b>
NET OPERATING INCOME	<b>\$92,601.39</b>
Other Income	<b>\$14,787.77</b>
Late Fee Income	
<b>Total Other Income</b>	<b>0.94</b>
NET OTHER INCOME	<b>\$0.94</b>
NET INCOME	<b>\$0.94</b>
	<b>\$14,788.71</b>

# HCSW COMMISSION

Budget vs. Actuals: FY\_2023\_2024 - FY24 P&L

July - September, 2023

	ACTUAL	TOTAL		% OF BUDGET
		BUDGET	OVER BUDGET	
Income				
OPERATING FUND	0.33		0.33	
ASSESSMENTS	16,195.16	64,781.00	-48,585.84	25.00 %
BAD CHECK FEES	-15.60		-15.60	
FARM INCOME		3,500.00	-3,500.00	
GAS TAX REFUND		50.00	-50.00	
GATE CHARGES	-547.97	1,100,000.00	-1,100,547.97	-0.05 %
APPLIANCES	2,130.00		2,130.00	
C&D	124,270.80		124,270.80	
CONCRETE	41.40		41.40	
ELECTRONICS	413.00		413.00	
LATEX PAINT	189.00		189.00	
MSW	184,800.61		184,800.61	
PACKER	2,014.00		2,014.00	
RCC FEES	0.01		0.01	
TIRES	2,109.50		2,109.50	
TVS	1,950.00		1,950.00	
<b>Total GATE CHARGES</b>	<b>317,370.35</b>	<b>1,100,000.00</b>	<b>-782,629.65</b>	<b>28.85 %</b>
INTEREST	717.46	13,000.00	-12,282.54	5.52 %
REFUNDS AND REIMBURSEMENTS		5,000.00	-5,000.00	
SCRAP METAL SOLD	1,740.00	6,000.00	-4,260.00	29.00 %
<b>Total OPERATING FUND</b>	<b>336,007.70</b>	<b>1,192,331.00</b>	<b>-856,323.30</b>	<b>28.18 %</b>
POST CLOSURE RESERVE FUND				
INTEREST ON INVESTMENTS		30,000.00	-30,000.00	
<b>Total POST CLOSURE RESERVE FUND</b>		<b>30,000.00</b>	<b>-30,000.00</b>	
Services	990.00		990.00	
TRANSFER STATION CD INTEREST		1,500.00	-1,500.00	
Unapplied Cash Payment Income	-61.93		-61.93	
<b>Total Income</b>	<b>\$336,935.77</b>	<b>\$1,223,831.00</b>	<b>\$-886,895.23</b>	<b>27.53 %</b>
GROSS PROFIT	<b>\$336,935.77</b>	<b>\$1,223,831.00</b>	<b>\$-886,895.23</b>	<b>27.53 %</b>
Expenses				
LANDFILL POST CLOSURE FUND				
CONSULTING ENGINEERING FEES	269.06	1,990.00	-1,720.94	13.52 %
OTHER DISBURSEMENTS	3,684.38	5,000.00	-1,315.62	73.69 %
<b>Total LANDFILL POST CLOSURE FUND</b>	<b>3,953.44</b>	<b>6,990.00</b>	<b>-3,036.56</b>	<b>-56.56 %</b>
Operating Fund Expenses				
Attorney Fees		1,000.00	-1,000.00	
Audits		6,000.00	-6,000.00	
Bank Service Charges		100.00	-100.00	
Building and Fixture Repairs		75,000.00	-75,000.00	
Building Supplies	400.28	2,000.00	-1,599.72	20.01 %
Cell Phone Service	316.04	1,400.00	-1,083.96	22.57 %
Change Fund		50.00	-50.00	



	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
COMMISSION FEES	451.00	2,000.00	-1,549.00	22.55 %
Computer Service	275.00	1,500.00	-1,225.00	18.33 %
Diesel Fuel/Fuel Oil	13,072.56	45,000.00	-31,927.44	29.05 %
Drinking Water Service	144.50	500.00	-355.50	28.90 %
Electricity	1,026.41	5,750.00	-4,723.59	17.85 %
ELECTRONICS RECYCLING	4,170.70	10,000.00	-5,829.30	41.71 %
Engineering Fees	107.63	7,000.00	-6,892.37	1.54 %
Equipment and Vehicle Repairs	952.00	8,000.00	-7,048.00	11.90 %
EQUIPMENT PURCHASES		57,000.00	-57,000.00	
Gasoline	293.12	1,200.00	-906.88	24.43 %
Insurance Expense		15,700.00	-15,700.00	
LEACHATE DISPOSAL	456.00	3,500.00	-3,044.00	13.03 %
Licenses and Permits	100.00	100.00	0.00	100.00 %
MEDICAL SERVICES		250.00	-250.00	
Medical Supplies	17.12	200.00	-182.88	8.56 %
Meeting/Training Expenses	823.91	2,000.00	-1,176.09	41.20 %
Membership Dues		450.00	-450.00	
MISC EXPENSES	352.02		352.02	
Miscellaneous Expenses	291.00		291.00	
NCIARSWA Gate Fees	114,862.58	375,000.00	-260,137.42	30.63 %
NCIARSWA Per Capita Assessments	16,195.16	64,781.00	-48,585.84	25.00 %
Office Supplies	221.80	3,500.00	-3,278.20	6.34 %
Other Capital Outlay		5,000.00	-5,000.00	
Payroll Expenses				
Health Insurance	15,789.54	45,911.00	-30,121.46	34.39 %
IPERS	8,413.57	23,483.00	-15,069.43	35.83 %
Medicare & Social Security	4,056.86	19,030.00	-14,973.14	21.32 %
Unemployment Insurance	407.79	1,465.00	-1,057.21	27.84 %
Wages		248,762.00	-248,762.00	
<b>Total Payroll Expenses</b>	<b>28,667.76</b>	<b>338,651.00</b>	<b>-309,983.24</b>	<b>8.47 %</b>
Phone & Internet Service	409.74	1,800.00	-1,390.26	22.76 %
Postage	176.25	600.00	-423.75	29.38 %
Propane	3,313.10	3,500.00	-186.90	94.66 %
Public Notices		1,500.00	-1,500.00	
RCC DISPOSAL/SUPPLIES	2,615.79	20,000.00	-17,384.21	13.08 %
Rock	22,525.00	26,500.00	-3,975.00	85.00 %
Safety Clothing and Equipment	496.85	2,000.00	-1,503.15	24.84 %
Security Monitoring	345.00	1,400.00	-1,055.00	24.64 %
Signs		500.00	-500.00	
TIRE REMOVAL	2,807.38	10,000.00	-7,192.62	28.07 %
Tires	2,366.73	10,000.00	-7,633.27	23.67 %
Uniform Service	613.58	2,000.00	-1,386.42	30.68 %
Vehicle&Equip. Parts&Supplies	3,934.73	10,000.00	-6,065.27	39.35 %
Weed Chemicals	102.88		102.88	
WORKERS' COMP INSURANCE	1,932.00	6,100.00	-4,168.00	31.67 %
<b>Total Operating Fund Expenses</b>	<b>224,835.62</b>	<b>1,128,532.00</b>	<b>-903,696.38</b>	<b>19.92 %</b>
Payroll Expenses				
Company Contributions				
Health Insurance	10,931.28		10,931.28	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Retirement	6,081.33		6,081.33	
<b>Total Company Contributions</b>	<b>17,012.61</b>		<b>17,012.61</b>	
Taxes	5,200.24		5,200.24	
Wages	64,420.85		64,420.85	
<b>Total Payroll Expenses</b>	<b>86,633.70</b>		<b>86,633.70</b>	
<b>Total Expenses</b>	<b>\$315,422.76</b>	<b>\$1,135,522.00</b>	<b>\$-820,099.24</b>	<b>27.78 %</b>
NET OPERATING INCOME	<b>\$21,513.01</b>	<b>\$88,309.00</b>	<b>\$-66,795.99</b>	<b>24.36 %</b>
Other Income				
Late Fee Income	50.74		50.74	
<b>Total Other Income</b>	<b>\$50.74</b>	<b>\$0.00</b>	<b>\$50.74</b>	<b>0.00%</b>
Other Expenses				
Reconciliation Discrepancies-1	0.49		0.49	
<b>Total Other Expenses</b>	<b>\$0.49</b>	<b>\$0.00</b>	<b>\$0.49</b>	<b>0.00%</b>
NET OTHER INCOME	<b>\$50.25</b>	<b>\$0.00</b>	<b>\$50.25</b>	<b>0.00%</b>
NET INCOME	<b>\$21,563.26</b>	<b>\$88,309.00</b>	<b>\$-66,745.74</b>	<b>24.42 %</b>

# HAMILTON COUNTY SOLID WASTE COMMISSION

## September - 2023 MONTHLY REPORT

	DAY	TOTAL TONS TO BLDG.	CHARGE RECEIPTS TO BLDG.	CASH RECEIPTS TO PACKER	CASH RECEIPTS TO BLDG.	TOTAL RECEIPTS	PACKER WEIGHT (TONS)	DAY PACKER DUMPED & DISPOSAL CHG	LATEX PAINT FEES
1	Fri	84.4	6015.89	24.00	668.40	6741.29			
2	Sat	20.4	1358.02	71.00	277.54	1768.56			
3	Sun	0	0.00	0.00	0.00	0.00			
4	Mon	0	0.00	0.00	0.00	0.00			
5	Tues	42.41	2958.69	24.00	395.16	3412.85			
6	Wed	65.03	4873.93	8.00	234.58	5284.51			
7	Thurs	76.19	4627.48	32.00	490.82	5227.30			
8	Fri	41.1	2580.16	24.00	698.32	3542.48			
9	Sat	16.62	903.20	32.00	527.73	1541.93			
10	Sund	0	0.00	0.00	0.00	0.00			
11	Mon	66.12	4575.18	0.00	620.96	5308.74			
12	Tues	89.98	6665.56	8.00	372.79	7159.45			
13	Wed	80.25	6002.47	16.00	400.80	6434.27			15.00
14	Thurs	83.96	6358.63	32.00	218.96	6790.72			
15	Fri	46.25	2422.68	48.00	312.84	2793.52			
16	Sat	8.95	273.78	40.00	471.36	938.54			12.00
17	Sun	0	0.00	0.00	0.00	0.00			
18	Mon	42.07	3074.96	56.00	278.34	3469.30			
19	Tues	41.69	3098.99	32.00	183.66	3369.65			
20	Wed	63.36	4762.63	0.00	248.52	5055.15			
21	Thurs	53.17	3129.22	0.00	327.78	3592.00			42.00
22	Fri	53.92	3410.15	0.00	849.61	4976.76			
23	Sat	15.26	304.20	56.00	1051.23	1446.43	1.79	139.62	
24	Sun	0	0.00	0.00	0.00	0.00			
25	Mon	59.4	4243.15	16.00	482.27	4821.42			
26	Tues	37.02	2446.40	8.00	418.98	2918.38			
27	Wed	61.14	4475.64	24.00	407.41	4947.75			
28	Thurs	38.11	2734.33	24.00	293.76	3125.59			
29	Fri	24.76	1878.90	56.00	102.12	2059.02			
30	Sat	21.96	1325.54	80.00	380.21	1785.75			
31									
<b>Total</b>		<b>1233.52</b>	<b>84499.78</b>	<b>711.00</b>	<b>10714.15</b>	<b>98511.36</b>	<b>1.79</b>	<b>139.62</b>	<b>69.00</b>
<b>TOTAL A</b>		<b>49.34</b>	<b>3379.99</b>	<b>28.44</b>	<b>428.57</b>	<b>3940.45</b>	<b>0.07</b>	<b>5.58</b>	<b>2.76</b>

# HAMILTON COUNTY SOLID WASTE COMMISSION

## September - 2023 MONTHLY REPORT

DATE	DAY	Tires, Tubes & Rims		Appliances-White Goods		Tv & Electronics		DAILY FORT DODGE	TONS OF CONSTR. TO BLDG.	TONS OF MSW WASTE
		UNITS	RECEIPTS	UNITS	RECEIPTS	UNITS	RECEIPTS	TONS		
1	Fri	6.00	23.00	1.00	10.00	0.00	0.00	49.46	48.77	35.63
2	Sat	0.00	0.00	4.00	40.00	1.00	15.00	46.56	2.27	18.13
3	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	Mon	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Tues	1.00	5.00	3.00	30.00	0.00	0.00	32.11	7.40	34.93
6	Wed	1.00	17.00	1.00	10.00	11.00	141.00	62.02	3.26	61.22
7	Thurs	0.00	0.00	1.00	10.00	5.00	67.00	73.16	2.57	73.62
8	Fri	19.00	95.00	10.00	100.00	3.00	45.00	36.12	2.50	38.60
9	Sat	0.00	0.00	5.00	50.00	4.00	29.00	33.46	1.66	14.96
10	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	Mon	0.00	0.00	7.00	73.50	3.00	39.10	37.77	1.79	64.33
12	Tues	15.00	81.10	1.00	10.00	2.00	22.00	76.32	52.40	37.58
13	Wed	0.00	0.00	0.00	0.00	1.00	15.00	93.60	7.13	73.12
14	Thurs	29.00	165.08	0.00	0.00	1.00	16.05	77.51	35.46	48.50
15	Fri	0.00	0.00	1.00	10.00	0.00	0.00	46.25	3.85	34.45
16	Sat	9.00	45.70	8.00	80.70	1.00	15.00	26.25	2.24	6.71
17	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
18	Mon	0.00	0.00	3.00	30.00	2.00	30.00	14.62	3.33	38.74
19	Tues	6.00	30.00	1.00	10.00	1.00	15.00	48.60	1.86	39.43
20	Wed	0.00	0.00	3.00	30.00	2.00	14.00	61.14	2.03	61.33
21	Thurs	7.00	35.00	1.00	10.00	6.00	90.00	56.05	2.93	50.24
22	Fri	119.00	853.00	4.00	40.00	10.00	94.00	40.54	8.13	45.79
23	Sat	4.00	20.00	0.00	0.00	1.00	15.00	37.44	6.10	9.16
24	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	Mon	2.00	10.00	1.00	10.00	4.00	60.00	12.39	2.75	56.65
26	Tues	4.00	35.00	1.00	10.00	0.00	0.00	68.95	0.97	36.05
27	Wed	2.00	10.00	3.00	30.70	0.00	0.00	56.07	1.60	60.54
28	Thurs	5.00	53.50	2.00	20.00	2.00	0.00	42.07	1.37	36.74
29	Fri	0.00	0.00	0.00	0.00	2.00	22.00	40.04	4.60	20.16
30	Sat	0.00	0.00	0.00	0.00	0.00	0.00	17.80	0.00	21.96
31										
TOTAL		229.00	1478.38	61.00	614.90	62.00	744.15	1186.30	206.97	1018.57
TOTAL AVG		9.16	59.14	2.44	24.60	2.48	29.77	47.45	8.28	40.74

# HAMILTON COUNTY TRANSFER STATION

## (Managers Report for September 2023)

### Years In Review

#### 2021-2022 Fiscal Year Totals

#### 2022 – 2023 Fiscal Totals

Tons To Bldg. 13,377.74 tons 13,821.57 tons	Trucked to Ft. Dodge 13,123.82 tons 13,299.14 tons	
Total Appliances 476 561	Revenue Collected \$4773.60 \$5629.60	
Total Tire Rec. 1,515 1,608	Revenue Collected \$8,595.65 \$9,659.02	Disposal Costs \$8,011.91 \$7,992.69
Total TV's & Elect. 636 646	Revenue Collected \$8,718.22 \$8,702.36	Disposal Costs \$7,470.30 +1,247.92 \$8,357.25
Haz.Mat Revenue \$440.76 \$2,685.10	Disposal Costs \$12,740.65 \$24,743.81	DNR Funding \$12,454.03 -\$286.62 \$4,522.25
Total Scrap Metal Sold \$14,428.40 \$6,871.73		
Packer Trk Income \$10,607.66 \$8,440.15	Disposal Costs \$2,670.64 \$2,152.02	



## 2019 Trade and New Pinnacle



**From** Lenny Paterson <lenny@reestruck.com>  
**To** Terry Klaver <hamcosolidwaste@netins.net>  
**Date** 2023-09-05 14:36

Terry,

Today we are placing a \$71,000 value on the trade for the 2019 Anthem. We are expecting it to be around 110,000 miles and to meet trade terms. Those then I can supply you with a copy of requests we would like to see regarding the condition of the Anthem.

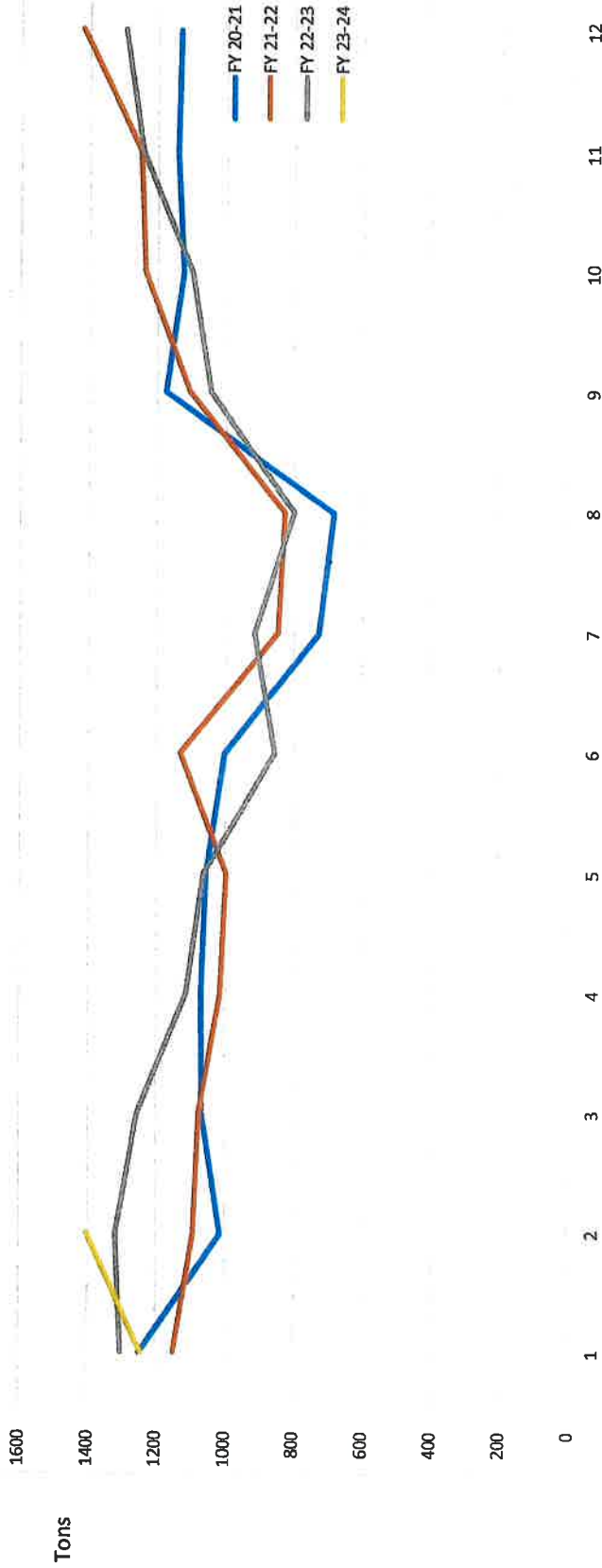
I looked at pricing today and I am placing a \$150,000 cost for a new Pinnacle and I am hopeful I can get you a 2025 Pinnacle late 2024.

If you have any questions please don't hesitate to reach out.

Thank you,

**Lenny Paterson**  
**Sales Manager**  
**Rees Truck & Trailer, Inc**  
**Bus.....515-955-7337**  
**Cell.....515-571-3513**  
**Fax.....515-573-7036**  
[www.reestruck.com](http://www.reestruck.com)

# Outbound Loads To NCIRSWA



Months	FY20/21	21/22	22/23	23/24
Jul	1247.58	1146.58	1302.48	1242.86
Aug	1013.51	1090.04	1316.89	1400.34
Sept	1065.79	1073.58	1253.88	
Oct	1068.22	1011.66	1112.65	
Nov	1055.36	995.34	1062.35	
Dec	1002.45	1128.81	854.94	
Jan	727.8	845.07	914.34	
Feb	684.24	825.74	800.3	
Mar	1175.52	1104.76	1044.37	
Apr	1125.02	1235.9	1098.97	
May	1142.27	1248.05	1242.96	
June	1133.37	1418.29	1295.01	

Totals Tons 12441.13 13123.82 13299.14  
~~12702.66~~  
 596.48 x 43:50 = 25,946.88  
 > 12702.66 = Ft. Dodge PAY POINT.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Ariel Bertran, Community Development Director  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the Disposal of City owned Right-of-Way on Third Street lying West of Fair Avenue

---

**SUMMARY:** A public hearing needs to be held for the disposal of City-owned property, more specifically Right-of-Way located on Third Street lying west of Fair Avenue.

**PREVIOUS COUNCIL ACTION:** The City Council holds public hearings on all disposals of City owned property. The City Council set the public hearing for the disposal of this particular property at the regular meeting on October 2, 2023.

**BACKGROUND/DISCUSSION:** City staff has been approached in regards to a development located at 505 Fair Avenue. The developer has submitted a formal request for the vacation of Third Street west of Fair Avenue for a proposed development located at the NE Corner of Overpass Drive and Fair Avenue.

With the vacation of Right-of-Way, the developer is also requesting that the vacated portion be disposed to the adjoining property owners.

The vacation would allow the developer to design their site as needed with the other parcels that they are acquiring adjacent to the Right-of-Way. The vacation would also allow for the relocation of associated utilities. The disposal of Right-of-Way will ensure the developer will acquire this portion when the purchase of the adjoining properties is finalized by the developer and current owners.

**FINANCIAL IMPLICATIONS:** N/A

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the disposal of the aforementioned right-of-way.



**RESOLUTION NO. 2023 – xxx**

**RESOLUTION AUTHORIZING THE DISPOSAL OF CITY-OWNED RIGHT-OF WAY  
ON THIRD STREET LYING WEST OF FAIR AVENUE**

**WHEREAS**, the City of Webster City, Iowa owns Right-of-Way on Third Street, lying west of Fair Avenue; and,

**WHEREAS**, the City Council desires to dispose of the City owned Right-of-Way on Third Street, lying West of Fair Avenue, retaining a public utility easement over said real estate; and,

**WHEREAS**, public notice was given as required by law and the public hearing was held on October 16, 2023, and no written or oral objections were presented to the proposed disposal of the aforementioned City owned Right-of-Way; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa, that the disposal of said City owned Right-of-Way on Third Street lying West of Fair Avenue is approved

**NOW THEREFORE BE IT FURTHER RESOLVED**, that City staff shall prepare the necessary paperwork disposing of said real estate, while retaining a public utility easement over said real estate now and into the future.

Passed and adopted this 16<sup>th</sup> day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Breanne Leshner, Director of Parks and Recreation  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the Director of Parks and Recreation to Seek Bids for Materials Associated with the Splash Pad Project, Authorizing the Splash Pad Committee to Select Best Proposal and Authorizing the Mayor to Sign and Execute the Purchase Order

---

**SUMMARY:** City staff has been working to identify funding opportunities that can supplement the City Splash Pad project currently under design. Staff has been working on a fundraising campaign and pursuit of grants to help offset the total costs associated with the construction and installation of the Splash Pad project.

**PREVIOUS COUNCIL ACTION:** The Council approved Amendment No. 25 with Snyder & Associates for the design, engineering and construction management of the Splash Pad project on February 06, 2023. On August 7, 2023 the City Council authorized the Assistant City Manager to submit an Enhance Iowa CAT Grant application for the Splash Pad project and to initiate a fundraising campaign.

### **BACKGROUND/DISCUSSION:**

In 2019, University of Iowa Students completed a Parks and Recreation Master Plan on behalf of the city as part of the Iowa Initiative for Sustainable Communities program. As part of this study, University of Iowa students interviewed 158 residents and stakeholders in the community. During the process, students noted that when surveying the public a Splash Pad at East Twin Park was something they consistently heard about and that the City should consider in the future. City Council has received requests for a Splash Pad from citizens in the community over the last several years since then. Due to the rise in requests, the City Council established this as one of their top goals during the 2022 Goal Setting Session.

The Splash Pad project has been under design over the last eight months. The installation of a splash pad will provide a zero-depth interactive water attraction for individuals of all ages and accessibility to utilize. This feature will promote new experiences for kids while engaging their imagination and exploration. A domestic single pass system utilizes water when activated and then routes the water to the sanitary sewer. No chemicals, water testing or bathroom shower regulations are required for this system.

City staff provided the City Council with information on Splash Pads at a December 2022 city council meeting. On February 6, 2023 the City Council approved an agreement with Snyder & Associates to provide professional engineering services associated with the design and construction management of a splash pad. The proposed location is East Twin Park. A Splash Pad committee was established that consists of two City Councilmembers, one representative from each of the daycare centers in the community, two resident representatives, and one Parks and Recreation Commission member. The Splash Pad committee members completed a survey on various features and splash pad sizes. Upon completion of the survey, the information was sent to the consulting engineer for them to consolidate and put together a Request for Proposals for materials.

The Splash Pad committee met in July to finalize the Request for Proposals. On August 8, 2023 the City Council voted to proceed with the Splash Pad project. The City has been actively pursuing grants to help off-set the cost of the project and launched a fundraising campaign. The Planning and Zoning Commission approved the Splash Pad location at the August 14, 2023 meeting. Their minutes are attached to this memo.

The Splash Pad will be a 3,500 SF pass-through system with activator switches. The water will only flow when a user has activated the switch. The City will have control over the water feature run times and sequence in which they turn on when activated by users. The Splash Pad will be located at East Twin Park.

The City selected a Pass Through System vs. a Recirculating System for the following reasons:

- A pass-through system is more cost effective upfront. A recirculating system would cost an additional \$575,000 to \$675,000 upfront than a pass-through system. The estimate for a pass-through system is \$450,050 vs. \$1,025,050 to \$1,125,050 for a recirculating system.
- The pass-through system is simpler to operate and maintain.
- If a recirculation system had been chosen, the water would require chemical and ultra-violet lighting treatment; additional monitoring and water sampling; and regular refilling of the recirculation tank as water is diverted from making it back to the tank by users and evaporation.
- Because of the level of treatment required, there is more risk for diseases if chemicals are not kept up properly.

The Director of Parks and Recreation and the Assistant City Manager began fundraising efforts to help offset capital costs associated with the Splash Pad project in August. In addition to the fundraiser, staff was also authorized to pursue an Enhance Iowa Community Attraction and Tourism Grant. Since August 8, 2023, City staff has received notice of several private contributions from local community businesses. In addition to this, staff successfully secured a \$55,000 grant from the Iowa Economic Development Authority with the contingency to complete fundraising efforts within 90 days of the award. Below is a breakdown of the various funds received towards the project to date:

Hamilton County Board of Supervisors - \$40,000  
Seneca Foundry - \$50,000  
Webster City Custom Meats - \$25,000

People's Credit Union - \$5,000  
KC Nielson John Deere - \$5,000  
Private Individual Donations - \$3,690  
IEDA CAT Grant – \$55,000

Total Raised to Date: \$183,690  
Engineer's Cost Opinion: \$448,550

If no additional dollars are contributed towards the project, it is anticipated that the City will pay \$264,860 towards the completion of the project. Staff has 90 days to continue fundraising based on the grant conditions of approval. To date, the City has paid \$25,037.63 in engineering services associated with the project.

The Request for Proposals on materials will request proposals from vendors in an amount not to exceed \$135,000 that includes the following:

- Approximately 20 components consisting of a combination of ground sprays, geysers, bubblers, directional jets, vertical features, water table, smaller dump buckets, interactive components, or similar comparable features to meet the needs of age-appropriate users.
- Controller including a valve manifold system and hand initiative activator bollards.
- Non-recirculating system.
- Virtual control.
- Factory trained start-up/winterization technician to activate the features following installation.
- Seasonal drain valve diverter between storm sewer and sanitary sewer.

The timeline for the project is as follows:

October 17, 2023	RFP sent out
November 21, 2023	Receive proposal from splash pad manufacturer or representative by 5pm (CST)
November 27, 2023	Evaluate proposals and make recommendation
December 4, 2023	City Council Set Public Hearing for Construction Contract Award
December 5, 2023	Issue Notice to Bidders for Construction Contract
January 15, 2023	Public Hearing and Award of Construction Contract
May 15, 2024	Start Construction
June 30, 2024	Substantial Construction Completion

Staff is seeking authorization from the City Council to proceed with issuing the Request for Proposals for Materials in an amount not to exceed \$135,000, allow the Splash Pad Committee to select the best proposer, and authorize the Mayor to execute the Purchase Order for materials.

Staff will return to the City Council to seek authorization to formally bid the construction contract associated with the concrete pad and installation of the splash pad components, new shelter and sidewalks associated with the project.

**FINANCIAL IMPLICATIONS:** The engineer's estimate to complete the project, inclusive of design, engineering and construction management is \$448,550. The project was approved as part of the FY 24 budget. The materials will be paid for from the project fund. To date staff has raised \$183,690 towards

the project. If no additional sponsorships are received, the City will pay \$264,860 for the installation of the project.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the Director of Parks and Recreation to seek bids for materials associated with the Splash Pad project, authorize the Splash Pad Committee to select the best proposal and authorize the Mayor to sign and execute the purchase order for materials.



**WEBSTER CITY PLANNING AND ZONING COMMISSION MINUTES  
AUGUST 14, 2023**

The meeting of the Webster City Planning and Zoning Commission was held on July 10, 2023 at City Hall. The meeting was called to order by Secretary James Kumm at 6:00 P.M.

**ROLL CALL:** Present: Jerry Kloberdanz, James Kumm, Lynn Jaycox, Kyle Heffernan, Anna Woodward, Shelby Kroona, Steve Struchen  
Absent: Carolyn Cross

Also in attendance: Ariel Bertran, Community Development Director  
Biridiana Bishop, Assistant City Manager  
Breanne Leshner, Recreation & Public Grounds Director  
Brian Stroner, Environmental/GIS/Safety Coordinator  
Adam Dickinson, Utility Line Department Superintendent  
Leslie Espinoza, Community Member

The Public Hearing regarding the proposed ordinance amending the zoning ordinance of the City of Webster City for the purpose of regulating the placement and use of solar energy systems in the city's zoning districts was opened at 6:05 P.M.

It was moved by Jaycox and seconded by Kroona to recommend the approval of the ordinance to the Webster City, City Council.

**ROLL CALL:** Aye: Kloberdanz, Jaycox, Woodward, Heffernan, Kumm, Kroona, Struchen  
Nay: NONE  
MOTION CARRIED.

The public hearing was closed at 6:25 P.M. at the Commission returned to the General Agenda.

It was moved by Kloberdanz and seconded by Jaycox to approve the agenda.

**ROLL CALL:** Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan  
Nay: NONE  
MOTION CARRIED.

It was moved by Kroona and seconded by Heffernan that the minutes of the July 10, 2023 meeting be approved as emailed to the Commission.

**ROLL CALL:** Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan  
Nay: NONE  
MOTION CARRIED.

Petitions – Communications – Requests: None

There was a motion by Klobardanz and seconded by Jaycox to approve the location for the Oxbow Restoration Project.

**ROLL CALL:** Aye: Klobardanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan  
Nay: NONE  
MOTION CARRIED.

It was moved Jaycox and seconded by Kroona to approve the proposed location of East Twin Park for the Splash Pad Project.

**ROLL CALL:** Aye: Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan  
Nay: Klobardanz  
MOTION CARRIED.

It was moved by Klobardanz and seconded by Kumm to schedule a public hearing for September 11, 2023 at 6:05 P.M. on a proposed vacation of Right of Way on Third Street west of Fair Avenue.

**ROLL CALL:** Aye: Klobardanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan  
Nay: NONE  
MOTION CARRIED.

Commission Comments: None

Staff Comments: Ariel proposed a work session between Planning and Zoning and the City Council in regards to the current property maintenance ordinance and proposed amendments. The work session will be held on October 17, 2023 at 5:30 P.M. She also discussed vacant buildings and use of storage in the downtown as well as the proposal of downtown sculptures and parklets. The commission requested that SSMID be involved in the discussion of sculptures and parklets. Ariel will be following up with the Chamber and SSMID to discuss and bring back to the commission.

Meeting was adjourned at 7:02 p.m.

James Kumm  
Secretary

**RESOLUTION NO. 2023 - xxx**

**RESOLUTION AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO SEEK BIDS FOR MATERIALS ASSOCIATED WITH THE SPLASH PAD PROJECT, AUTHORIZING THE SPLASH PAD COMMITTEE TO SELECT BEST PROPOSAL, AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE PURCHASE ORDER**

**WHEREAS**, the City of Webster City established the installation of a Splash Pad as part of the City Council Goals in 2022; and

**WHEREAS**, the City of Webster City approved the installation of a splash pad at East Twin Park as part of the Capital Improvement Plan for FY 23-24; and

**WHEREAS**, the installation of the zero-depth interactive water attraction for individuals of all ages and accessibility will foster community spirit, encourage social interaction, draw visitors from neighboring communities, positively impacting local businesses and the tourism industry, and support the health and well-being of Webster City residents; and

**WHEREAS**, the City of Webster City established a Splash Pad Committee and wishes to allow the Splash Pad Committee members to select the best proposal; and

**WHEREAS**, the City of Webster City wishes to seek proposals for materials associated with the Splash Pad in an amount not to exceed \$135,000; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, as follows:

**Section 1.** Authorizes the Director of Parks and Recreation to seek bids for materials associated with the Splash Pad Project.

**Section 2.** Authorize the Splash Pad Committee to select the best proposals.

**Section 3.** Authorizes the mayor to sign and execute the purchase order for materials in an amount not to exceed \$135,000

Passed and approved this 16<sup>th</sup> day of October 2023.

---

John Hawkins, Mayor

ATTEST: \_\_\_\_\_  
Karyl K. Bonjour, City Clerk





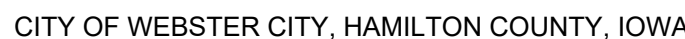
**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION BUDGET**  
**CITY OF WEBSTER CITY - PARKS & RECREATION**  
**SPLASH PAD PROJECT**  
 WEBSTER CITY, IOWA  
 8/8/2023

SPLASH PAD					
	<b>GENERAL PROVISIONS</b>				
1.1	Mobilization / Construction Fence	1	LS	\$ 20,000.00	\$ 20,000.00
	<b>EARTHWORK</b>				
2.1	Demolition	1	LS	\$ 5,000.00	\$ 5,000.00
2.2	Grading	1	LS	\$ 12,000.00	\$ 12,000.00
	<b>STORM SEWER</b>				
3.1	15" CMP Pipe	18	LF	\$ 50.00	\$ 900.00
3.2	Connection to existing	1	LS	\$ 1,500.00	\$ 1,500.00
	<b>SANITARY SEWER SERVICE</b>				
4.1	6" Sanitary Sewer Line	65	LF	\$ 50.00	\$ 3,250.00
4.2	Connection to existing	1	LS	\$ 1,500.00	\$ 1,500.00
4.3	Sanitary Sewer Structure	1	EA	\$ 3,500.00	\$ 3,500.00
	<b>WATER SERVICE</b>				
5.1	4" Water line (bored under road)	53	LF	\$ 120.00	\$ 6,360.00
5.2	Connection to Existing	1	LS	\$ 1,500.00	\$ 1,500.00
5.3	Curb Stop	1	LS	\$ 1,500.00	\$ 1,500.00
	<b>ELECTRICAL SERVICE</b>				
6.1	Electrical Service line	1	LS	\$ 5,000.00	\$ 5,000.00
6.2	Meter & Pedestal	1	LS	\$ 2,000.00	\$ 2,000.00
	<b>PAVEMENT</b>				
7.1	5" depth PCC Sidewalk	2547	SF	\$ 7.00	\$ 17,829.00
7.2	5" depth PCC Colored Pavement	3000	SF	\$ 17.00	\$ 51,000.00
	<b>SPLASH PAD COMPONENTS</b>				
8.1	Activator	1	EA	\$ 5,000.00	\$ 5,000.00
8.2	Drain	2	EA	\$ 2,700.00	\$ 5,400.00
8.3	Loop	1	EA	\$ 7,500.00	\$ 7,500.00
8.4	Rain Head	2	EA	\$ 6,000.00	\$ 12,000.00
8.5	Fountain / Dump	1	EA	\$ 15,000.00	\$ 15,000.00
8.6	Cannon	2	EA	\$ 3,500.00	\$ 7,000.00
8.7	Spray	6	EA	\$ 2,500.00	\$ 15,000.00
8.8	Ground Spray	5	EA	\$ 900.00	\$ 4,500.00
8.9	Splash	2	EA	\$ 1,450.00	\$ 2,900.00
8.10	Jet	2	EA	\$ 6,500.00	\$ 13,000.00
8.11	Controller & Cabinet	1	EA	\$ 45,000.00	\$ 45,000.00
	<b>SPLASH PAD INSTALLATION</b>				
9.1	Installation of splash pad components	1	EA	\$ 65,000.00	\$ 65,000.00
	<b>SHELTER</b>				
10.1	20' x 24' Shelter	1	EA	\$ 35,000.00	\$ 35,000.00
	<b>SURFACE RESTORATION</b>				
11.1	Standard Seed Mix	1	LS	\$ 3,000.00	\$ 3,000.00
11.2	Erosion control	1	LS	\$ 1,000.00	\$ 1,000.00
				Subtotal:	\$ 369,139.00
				Contingency (10%):	\$ 36,911.00
				Engineering Fees:	\$ 42,500.00
				<b>CONSTRUCTION TOTAL:</b>	<b>\$ 448,550.00</b>



1100 SUPERIOR ST,  
WEBSTER CITY, IA 50595

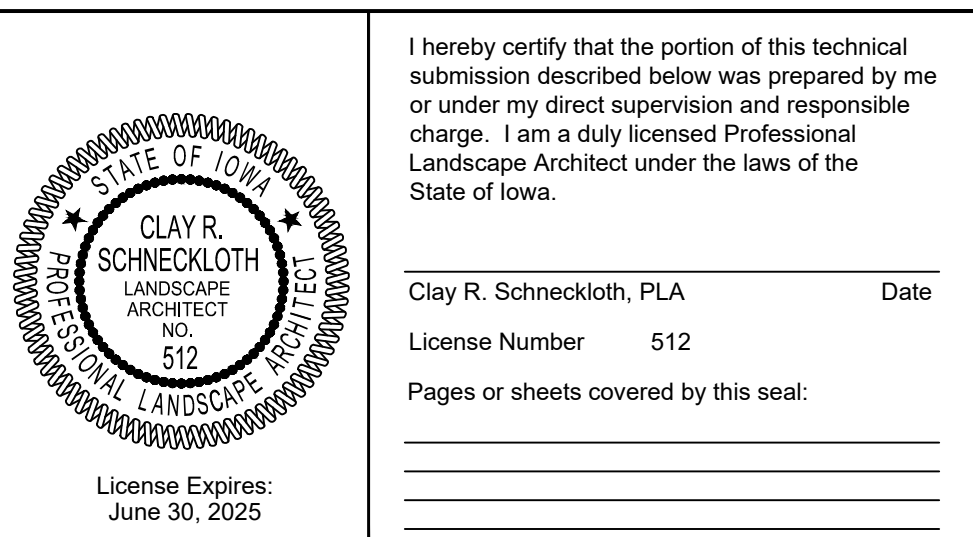
**OWNER / DEVELOPER**  
CITY OF WEBSTER CITY  
PARKS AND RECREATION  
CONTACT: BIRIDIANA BISHOP  
400 SECOND STREET  
WEBSTER CITY, IA 50595  
515-832-9151



## VICINITY MAP

## Sheet List Table

C000	TITLE SHEET
C001	PROJECT INFORMATION
C100	DEMOLITION PLAN
C200	LAYOUT PLAN
C300	UTILITY PLAN
C400	GRADING PLAN
C500	DETAIL SHEET
C501	DETAIL SHEET



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Clay R. Schneckloth, PLA	Date
License Number 512	
Pages or sheets covered by this seal:	

Pages or sheets covered by this seal:

License Expires:  
June 30, 2025

# EAST TWIN PARK SPLASHPAD

# TITLE SHEET

**SNYDER & ASSOCIATES, INC.**

**WEBSTER CITY, IA**

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | [www.snyder-associates.com](http://www.snyder-associates.com)

Sheet C000

Project No: 123.0256.01

# ATTACHMENT A



## FEATURES

(\*) Denotes the survey quality service level for utilities

## UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM  
THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 552300020

## NOTES

- ## UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

## UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

## CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE #4 NAD83(2011)(EPOCH  
2010.00) IARTN DERIVED - US SURVEY FEET

CP 1 N=8577087.38 E=14774904.25 Z=1029.82  
CUT 'X' IN NOSE CURB SE QUAD DUBUQUE & UNION, +/-2'  
WEST OF GUY ANCHOR.

CP 2 N=8577326.75 E=14774857.12 Z=1031.09  
CUT 'X' IN SOUTH CORNER INTAKE WEST QUAD BANK & UNION

CP 3 N=8577327.65 E=14774586.31 Z=1035.07  
CUT 'X' EAST END RAMP, TOP OF CURB @ SUPERIOR & BANK,  
NORTHEAST QUAD

CP 4 N=8577097.75 E=14774574.49 Z=1034.21  
CUT 'X' TOP OF CURB, EAST SIDE OF SUPERIOR

## BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)  
IARTN DERIVED - US SURVEY FEET

BM500 ELEV=1035.07  
SOUTH CORNER LIGHT POLE BASE @ NE QUAD  
OF BANK & SUPERIOR

## DATE OF SURVEY

FEBRUARY 22, 2023

## NOTES

- A. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- B. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2023 SDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, THE CITY OF WEBSTER CITY SUPPLEMENTAL SPECIFICATIONS.
- C. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
- D. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
- E. NOTIFY OWNER, ENGINEER, AND CITY OF WEBSTER CITY PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
- F. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
- G. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
- H. ALL FIELD TIES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
- I. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
- J. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
- K. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
- L. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- M. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
- N. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
- O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
- P. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, AND THE CITY OF WEBSTER CITY PRIOR TO CONSTRUCTION.
- Q. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.
- R. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CITY-OWNED SIGNAGE.
- S. CONTRACTOR TO PROVIDE CONSTRUCTION STAKING.

NOTE:

SHIPPING AND DELIVERY OF EQUIPMENT SHALL BE TO THE WEBSTER CITY STREET DEPARTMENT BUILDING LOCATED AT:

100 E. OHIO ST. WEBSTER CITY, IA 50595

CONTRACTOR TO COORDINATE WITH OWNER ON RECEIVING AND DELIVERY OF SITE FURNISHINGS PURCHASED BY OWNER. CONTRACTOR TO INSTALL PER MANUFACTURER'S SPECIFICATIONS.

ADD ALTERNATES:

ALTERNATE #1 - ADD PARKING STALLS WITH CONNECTING SIDEWALK -  
PROVIDE COST FOR 7 PARKING STALLS, CURB AND SIDEWALK. SEE  
SHEET C100, C200, C400 FOR ADDITIONAL INFORMATION.

## ATTACHMENT A

**WEBSTER CITY, IA**

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | [www.snyder-associates.com](http://www.snyder-associates.com)

# EAST TWIN PARK SPLASHPAD

## PROJECT INFORMATION

**SNYDER & ASSOCIATES, INC.**

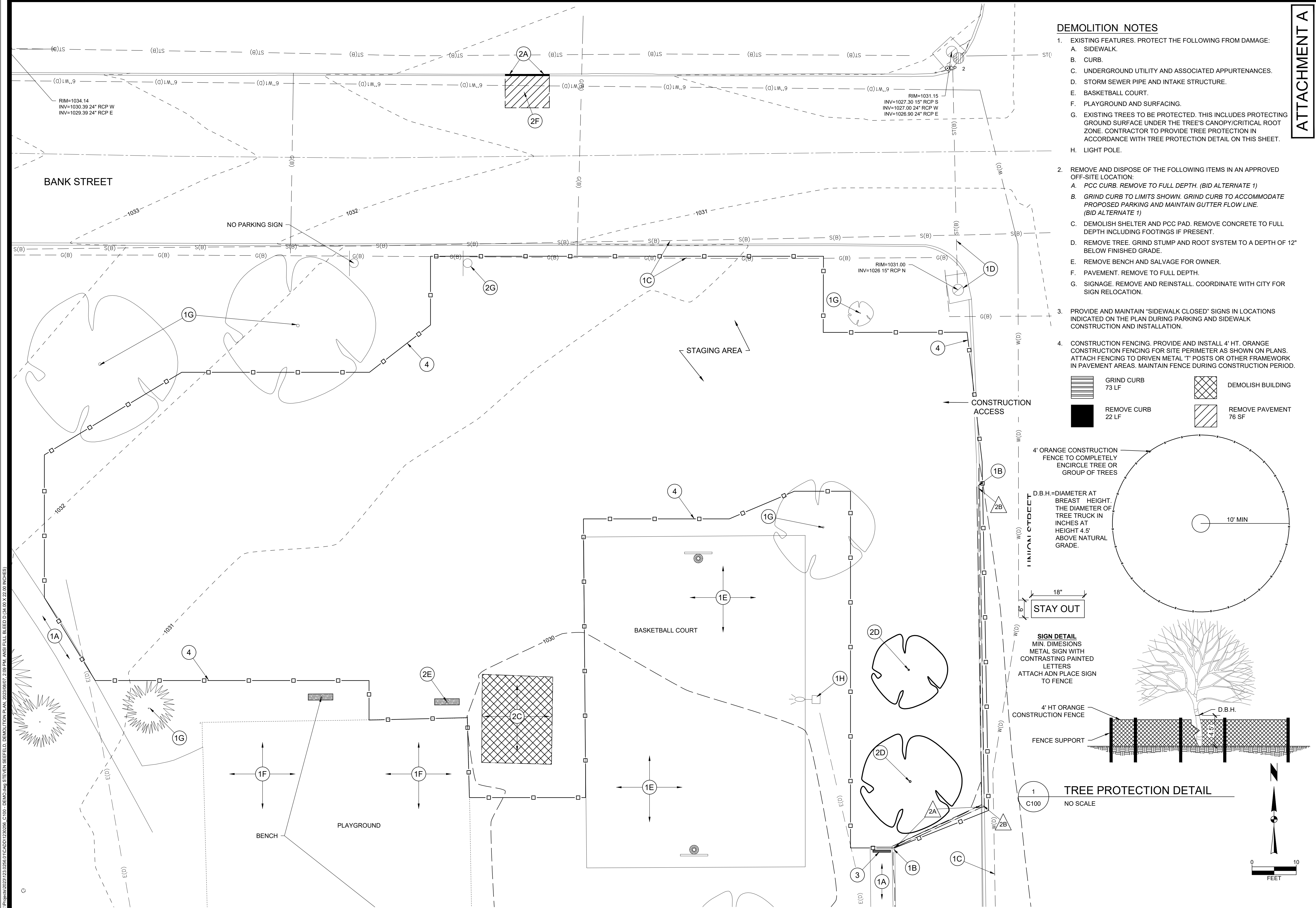


Project No: 123.0256.01

Sheet C001



V:\Projects\2023\123.0256\123.0256.DWG DEMOLITION PLAN 2023.08.07 2:09 PM ANS FULL BLEED (34.00 X 22.00 INCHES)



DEMOLITION NOTES

- EXISTING FEATURES. PROTECT THE FOLLOWING FROM DAMAGE:
  - SIDEWALK.
  - CURB.
  - UNDERGROUND UTILITY AND ASSOCIATED APPURTENANCES.
  - STORM SEWER PIPE AND INTAKE STRUCTURE.
  - BASKETBALL COURT.
  - PLAYGROUND AND SURFACING.
  - EXISTING TREES TO BE PROTECTED. THIS INCLUDES PROTECTING GROUND SURFACE UNDER THE TREE'S CANOPY/CRITICAL ROOT ZONE. CONTRACTOR TO PROVIDE TREE PROTECTION IN ACCORDANCE WITH TREE PROTECTION DETAIL ON THIS SHEET.
  - LIGHT POLE.
- REMOVE AND DISPOSE OF THE FOLLOWING ITEMS IN AN APPROVED OFF-SITE LOCATION:
  - PCC CURB. REMOVE TO FULL DEPTH. (BID ALTERNATE 1)
  - GRIND CURB TO LIMITS SHOWN. GRIND CURB TO ACCOMMODATE PROPOSED PARKING AND MAINTAIN GUTTER FLOW LINE. (BID ALTERNATE 1)
  - DEMOLISH SHELTER AND PCC PAD. REMOVE CONCRETE TO FULL DEPTH INCLUDING FOOTINGS IF PRESENT.
  - REMOVE TREE. GRIND STUMP AND ROOT SYSTEM TO A DEPTH OF 12" BELOW FINISHED GRADE.
  - REMOVE BENCH AND SALVAGE FOR OWNER.
  - PAVEMENT. REMOVE TO FULL DEPTH.
  - SIGNAGE. REMOVE AND REINSTALL. COORDINATE WITH CITY FOR SIGN RELOCATION.
- PROVIDE AND MAINTAIN "SIDEWALK CLOSED" SIGNS IN LOCATIONS INDICATED ON THE PLAN DURING PARKING AND SIDEWALK CONSTRUCTION AND INSTALLATION.
- CONSTRUCTION FENCING. PROVIDE AND INSTALL 4' HT. ORANGE CONSTRUCTION FENCING FOR SITE PERIMETER AS SHOWN ON PLANS. ATTACH FENCING TO DRIVEN METAL 'T' POSTS OR OTHER FRAMEWORK IN PAVEMENT AREAS. MAINTAIN FENCE DURING CONSTRUCTION PERIOD.

- |  |                      |  |                          |
|--|----------------------|--|--------------------------|
|  | GRIND CURB<br>73 LF  |  | DEMOLISH BUILDING        |
|  | REMOVE CURB<br>22 LF |  | REMOVE PAVEMENT<br>76 SF |

4' ORANGE CONSTRUCTION FENCE TO COMPLETELY ENCIRCLE TREE OR GROUP OF TREES

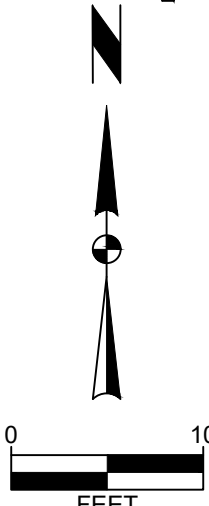
D.B.H.=DIAMETER AT BREAST HEIGHT. THE DIAMETER OF TREE TRUNK IN INCHES AT HEIGHT 4.5' ABOVE NATURAL GRADE.

18"  
6"  
STAY OUT

SIGN DETAIL  
MIN. DIMENSIONS  
METAL SIGN WITH  
CONTRASTING PAINTED  
LETTERS  
ATTACH AND PLACE SIGN  
TO FENCE

4' HT ORANGE CONSTRUCTION FENCE  
FENCE SUPPORT  
D.B.H.  
15"

1  
C100  
TREE PROTECTION DETAIL  
NO SCALE



ATTACHMENT A

EAST TWIN PARK SPLASHPAD

DEMOLITION PLAN



Project No: 123.0256.01

Sheet C100

WEBSTER CITY, IA

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |

MARK	ENGR	TECH	DATE	REVISION	BY
Engineer	CS	Checked By	1" = 10'		
Technician	08-07-2023	Date	TIN-RRW-SS		

Sheet C100

Project No: 123.0256.01



V:\Projects\2023\123.0256.01\CADD\1230256\_C200\_LAYOUT.dwg STIVEN SEEFIELD LAYOUT P.LW, 2023/08/07, 2:09 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

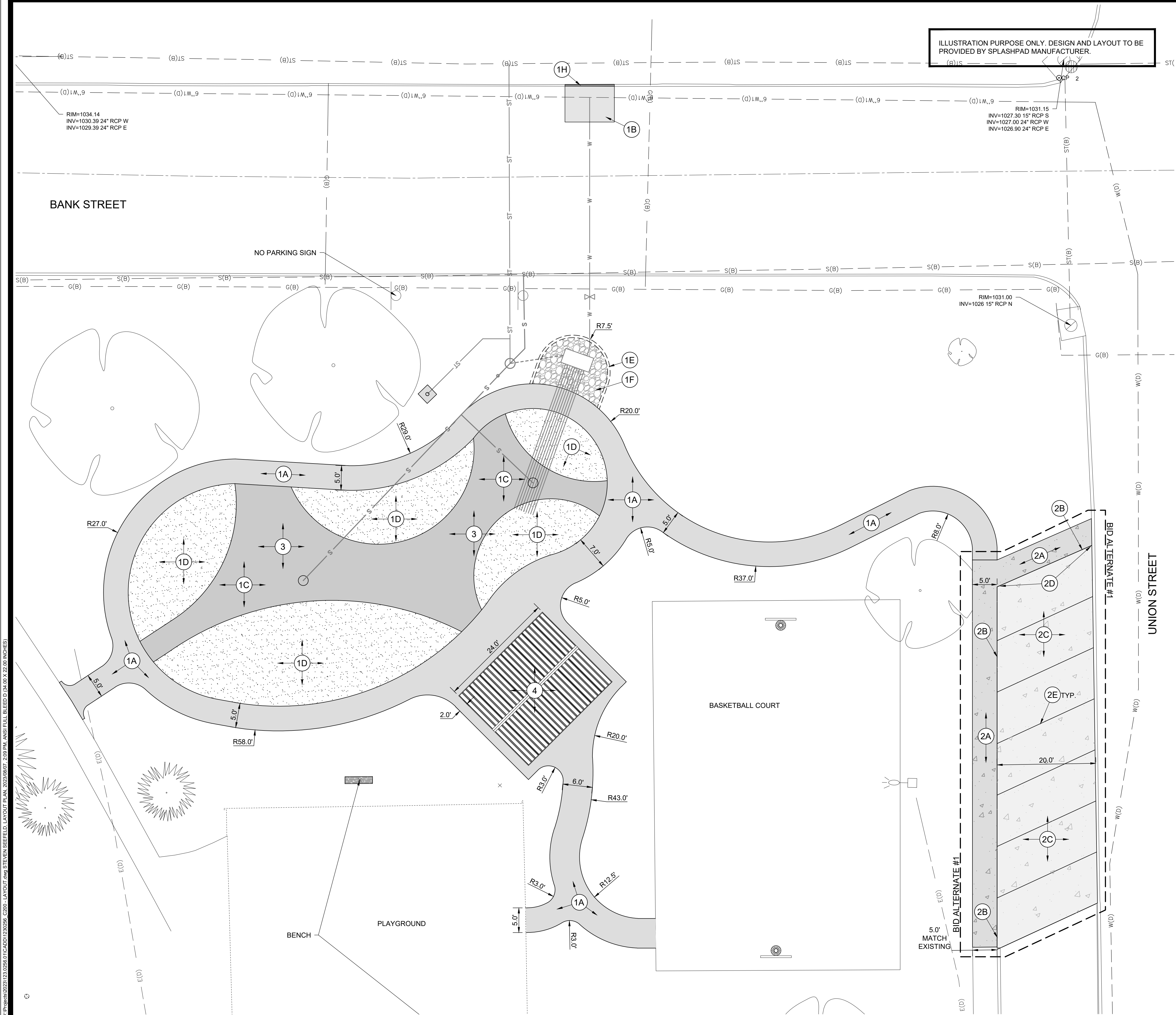


ILLUSTRATION PURPOSE ONLY. DESIGN AND LAYOUT TO BE PROVIDED BY SPLASHPAD MANUFACTURER.

LAYOUT PLAN CONSTRUCTION NOTES

- PAVEMENTS AND SURFACING, PROVIDE THE FOLLOWING:
  - 5" DEPTH PCC SIDEWALK WITH 6" DEPTH SUBGRADE PREP, SEE DETAILS.
  - 6" DEPTH PCC PAVEMENT WITH 12" DEPTH SUBGRADE PREP, SEE DETAILS.
  - 5" DEPTH COLORED PCC PAVEMENT FOR SPLASH PAD WITH 6" DEPTH GRANULAR SUBBASE, COLOR: BLUE, SEE DETAILS.
  - 5" DEPTH COLORED PCC PAVEMENT FOR SPLASH PAD WITH 6" DEPTH GRANULAR SUBBASE, COLOR: SAND, SEE DETAILS.
  - 12" X 6" CONCRETE LANDSCAPE EDGER, SEE DETAILS.
  - 2" WASHED RIVER ROCK ABOVE COMMERCIAL GRADE LANDSCAPE FABRIC.
  - 6" PCC CURB, SEE DETAILS.
- BID ALTERNATE 1:
  - SIDEWALK
  - 6" PCC CURB, SEE DETAILS.
  - 6" DEPTH PCC PAVEMENT WITH 12" DEPTH SUBGRADE PREP, SEE DETAILS.
  - TAPER CURB FROM 6" TO 4" OVER 21'. SEE GRADING PLAN.
  - PAVEMENT MARKINGS.
- SPLASH PAD FEATURE AREA, MANUFACTURER TO PROVIDE DESIGN, SEE ATTACHED DESIGN.
- 20'X24' REK SHELTER AS MANUFACTURED BY POLIGON OR APPROVED EQUAL. COLORS TO BE SELECTED BY OWNER FROM MANUFACTURERS STANDARD COLORS. INSTALL PER MANUFACTURERS RECOMMENDATIONS, REQUIREMENTS AND SPECIFICATIONS.
- SEE ELECTRICAL SHEETS FOR ELECTRICAL SERVICE INFORMATION.

LAYOUT PLAN GENERAL NOTES

- UTILITY WARNING:

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION. CONTRACTOR TO CONSTRUCT ALL SITE IMPROVEMENTS AND UTILITIES IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.

ATTACHMENT A

MARK	ENGINEER	TECHNICIAN	REVISION	DATE	BY
	ENGR	TECH	Checked By: CS	Scale: 1" = 10'	
			Date: 08-07-2023	T-R-S: TTN-RRW-SS	
Project No: 123.0256.01					Sheet C200

EAST TWIN PARK SPLASHPAD

LAYOUT PLAN

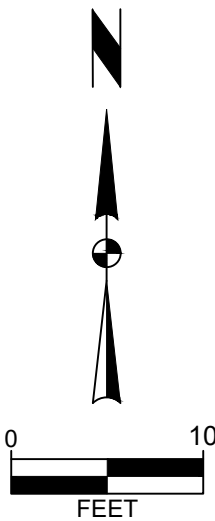
WEBSTER CITY, IA

SNYDER & ASSOCIATES, INC. |



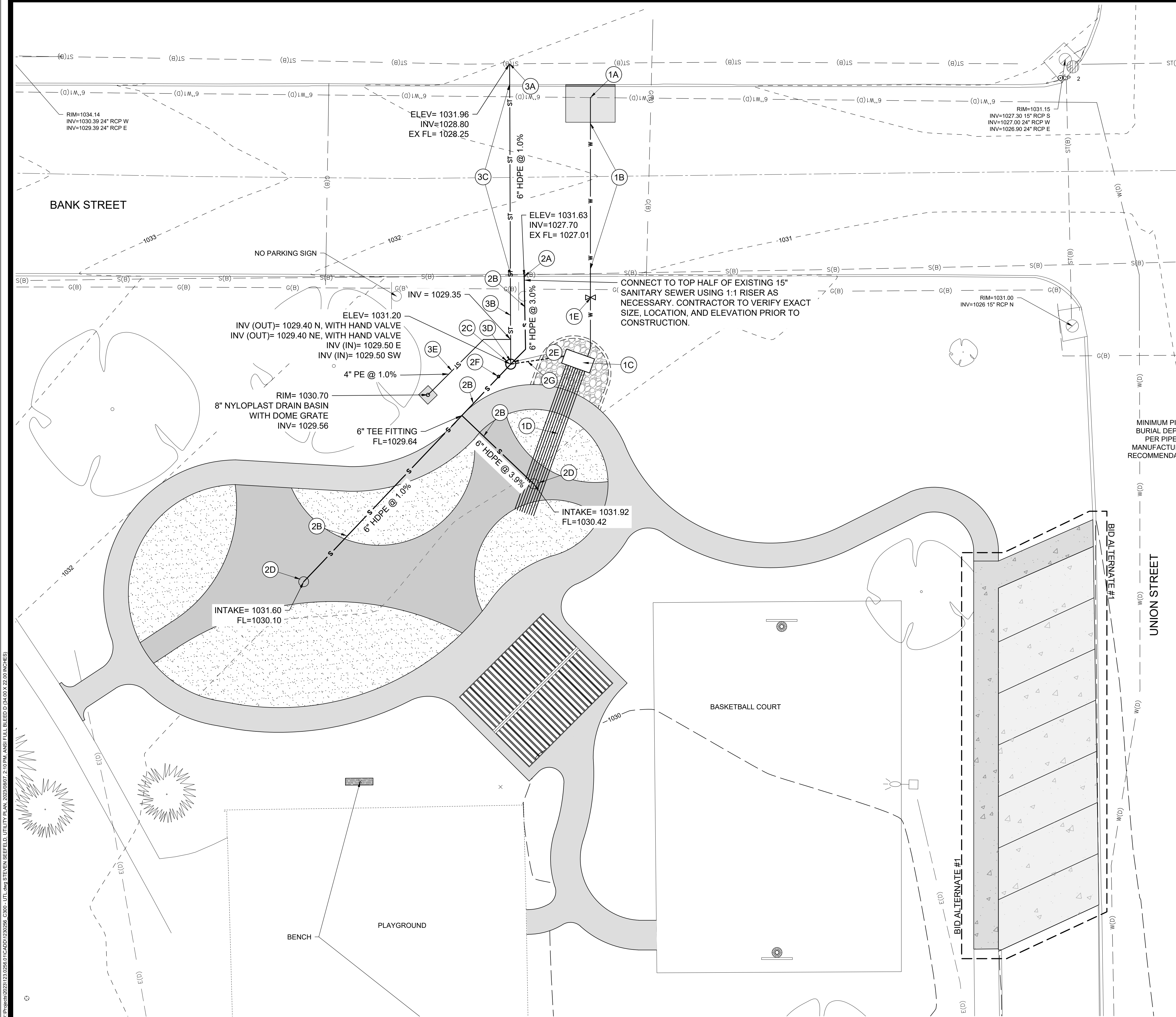
Project No: 123.0256.01

Sheet C200



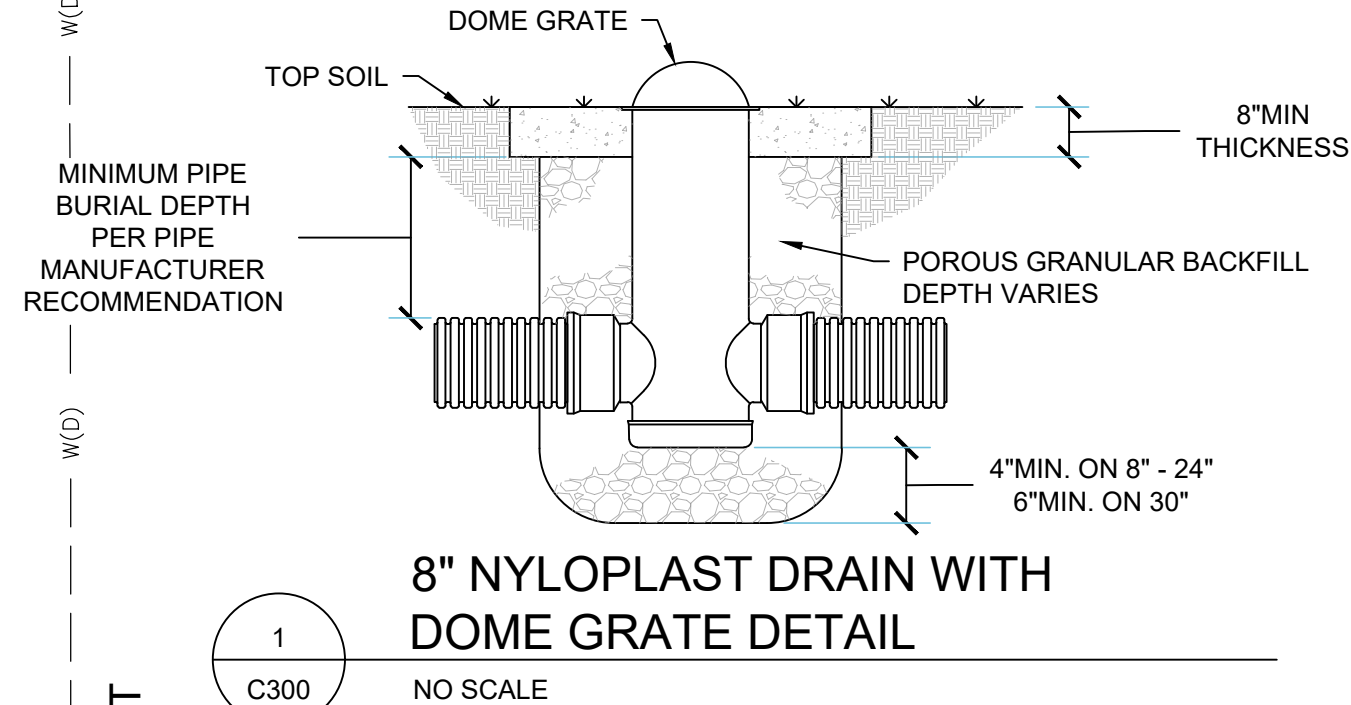


V:\Projects\2023\123.0256\123.0256\_01\CAD\123.0256\_C300\_Utl.dwg STEVEN SEEFFEL, UTILITY PLAN, 2023/08/07 2:10 PM, ANS FULL BLEED 0 (34.00 X 22.00 INCHES)



UTILITY PLAN CONSTRUCTION NOTES

- WATER SERVICES, PROVIDE THE FOLLOWING:  
(ALL WATER SERVICES TO BE INSTALLED WITH TRACER WIRE).  
A. CONNECT TO EXISTING WATER. CONTRACTOR TO FIELD VERIFY LOCATION AND SIZE PRIOR TO CONSTRUCTION.  
B. 2" WATER SERVICE LINE, DIRECTIONALLY BORE WATERLINE UNDER ROAD.  
C. CONTROL COMMAND CABINET. SEE SPLASH PAD LAYOUT DETAIL. LOCATION TO BE APPROVED ON SITE WITH OWNER.  
D. SEE SPLASH PAD DETAILS FOR WATER SERVICE LINES TO SPLASH PAD.  
E. CURB STOP VALVE. INSTALLED PER CITY OF WEBSTER CITY STANDARDS.
- SANITARY SEWER SERVICES, PROVIDE THE FOLLOWING:  
(ALL SANITARY SEWER SERVICES TO BE INSTALLED WITH TRACER WIRE).  
A. CONNECT TO EXISTING SANITARY SEWER WITH MANUFACTURED Y FITTING AND CONCRETE COLLAR.  
B. 6" SANITARY SEWER SERVICE LINE AS SHOWN. INSTALL BY OPEN TRENCH AS SHOWN ON PLANS.  
C. SANITARY SEWER MANHOLE. VERIFY INVERTS PRIOR TO CONSTRUCTION.  
D. SPLASH PAD DRAIN.  
E. SANITARY SEWER HAND VALVE SHUT OFF.  
F. 6" PEA TRAP.  
G. 4" HDPE DRAIN LINE
- STORM SEWER SERVICES, PROVIDE THE FOLLOWING:  
A. CONNECT TO EXISTING STORM SEWER LINE. CONTRACTOR TO CORE DRILL INTO EXISTING STORM SEWER SERVICE. ATTACH WITH CONCRETE COLLAR.  
B. 6" STORM SEWER SERVICE LINE AS SHOWN. INSTALL BY OPEN TRENCH AS SHOWN ON PLANS.  
C. 6" STORM SEWER SERVICE LINE, DIRECTIONALLY BORE SERVICE LINE UNDER ROAD.  
D. STORM SEWER HAND VALVE SHUT OFF.  
E. 4" PE STORM SEWER SERVICE LINE AS SHOWN. INSTALL BY OPEN TRENCH AS SHOWN ON PLANS.



ATTACHMENT A

MARK	REVISION	DATE	BY
Engineer: ENGR	Checked By: CS	Scale: 1" = 10'	
Technician: TECH	Date: 08-07-2023	T-R-S: TTN-RRW-SS	
Project No: 123.0256.01			
Sheet C300			

EAST TWIN PARK SPLASHPAD

UTILITY PLAN

WEBSTER CITY, IA

SNYDER & ASSOCIATES, INC. |

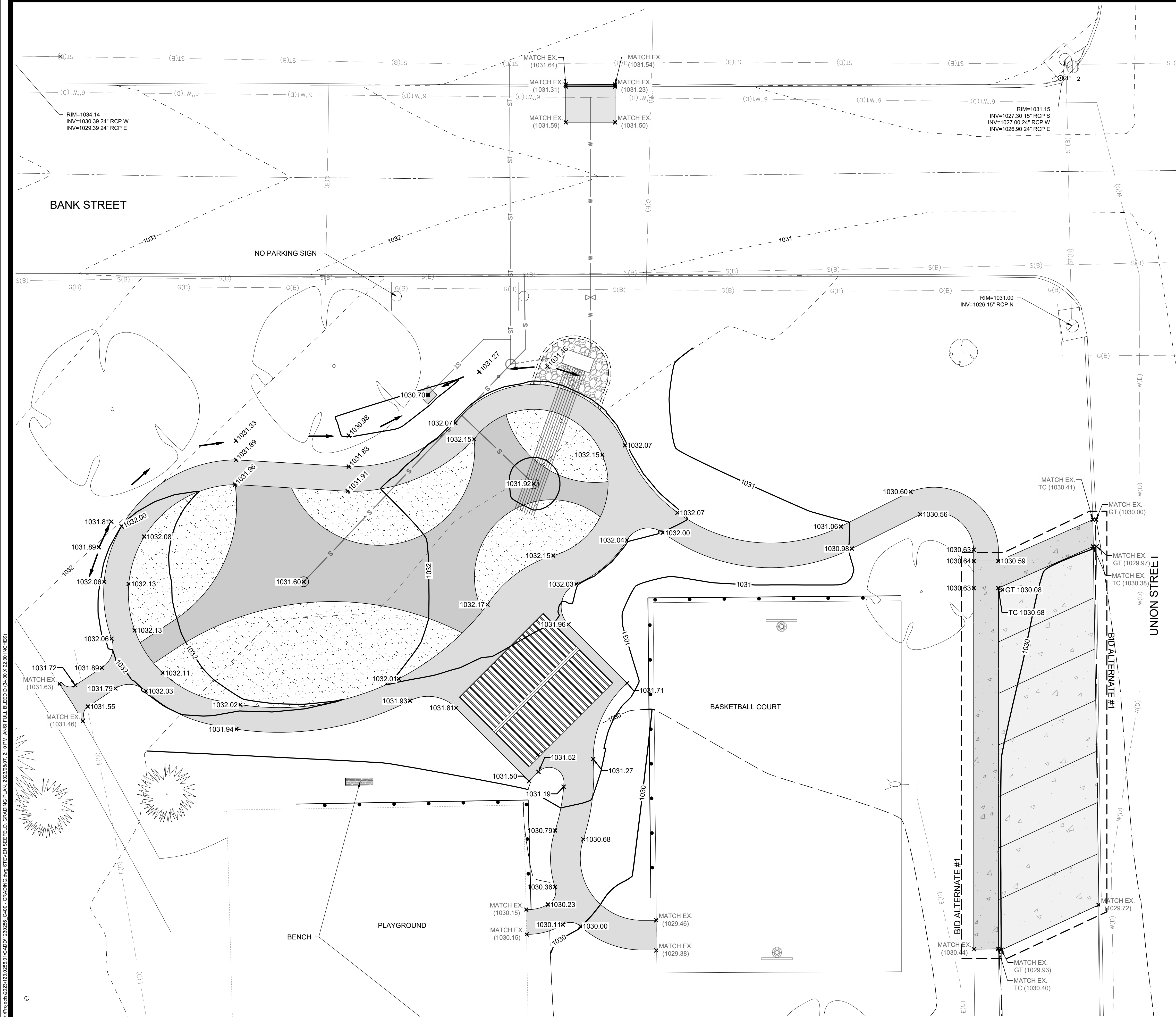


Project No: 123.0256.01

Sheet C300



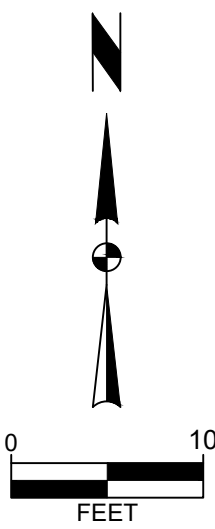
V:\Projects\2023\123.0256\123.0256.dwg STEVEN SEELE, GRADING PLAN, 2/10/2023, 2:10 PM, ANS FULL BLEED (34.00 X 22.00 INCHES)



GRADING NOTES

- UTILITY WARNING:  
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
- ALL STORM SEWER PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE AND INCLUDE FLARED END SECTION.
- CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES. IMPORT TOP SOIL AS SPECIFIED & AS NECESSARY TO MEET TOP SOIL DEPTH REQUIREMENTS.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES.
- CONTRACTOR TO CONDUCT CUT & FILL EARTHWORK OPERATIONS TO SUBGRADE ELEVATIONS. COMPACT PAVEMENT SUBGRADES AS SPECIFIED.

—●— SILT FENCE = 182LF  
→ FLOW LINE



ATTACHMENT A

MARK	REVISION	DATE	BY
Engineer: ENGR	Checked By: CS	Scale: 1" = 10'	
Technician: TECH	Date: 08-07-2023	T-R-S: TTN-RRW-SS	
Project No: 123.0256.01			
Sheet C400			

EAST TWIN PARK SPLASHPAD

GRADING PLAN

WEBSTER CITY, IA

SNYDER & ASSOCIATES

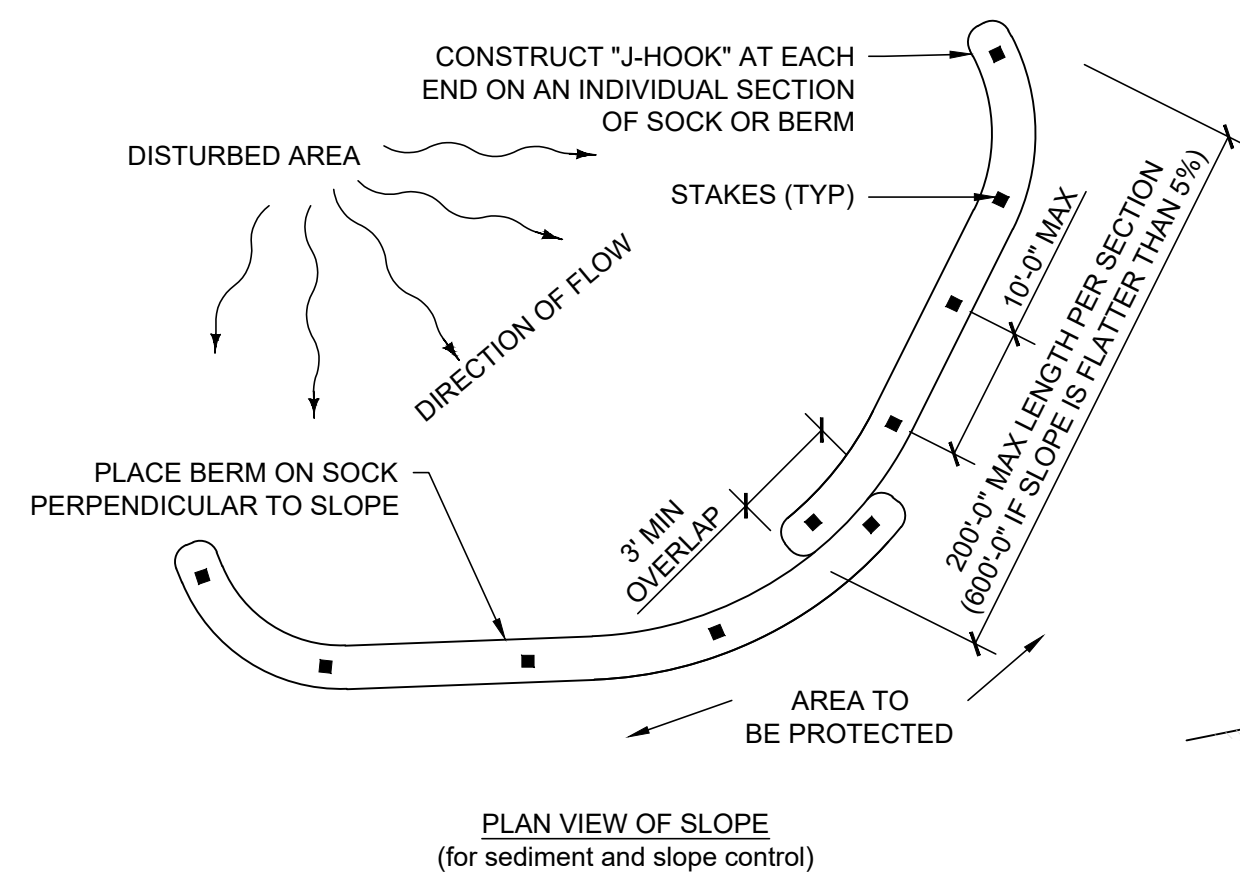
Project No: 123.0256.01

Sheet C400

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC. |







**CITY OF WEBSTER CITY, IOWA  
EAST TWIN PARK SPLASH PAD RFP  
INSTRUCTIONS & CONDITIONS**

**I. DEFINITIONS:** Words or phrases used in these contract documents shall have meanings as follows:

- A. *Bidder* shall mean the company or person submitting the proposal.
- B. RFP – Request for Proposal.
- C. *Contract Documents* shall include the Instructions & Conditions, Attachment A Plans, Proposal Form, all Addenda, and any other data that may be furnished to clarify the requirements.
- D. *City or Purchaser* shall mean the City of Webster City, Iowa.
- E. *Manufacturer/vendor* shall mean the corporation, company, partnership firm, or individual that has entered into this contract to furnish the material or equipment covered thereby, and their duly authorized agents and other legal representatives.
- F. *Materials and/or equipment* shall mean all commodities, supplies, equipment and any other tangible items that may be purchased under these contract documents.

**II. SUBMISSION OF PROPOSALS**

- A. Proposals shall be submitted on the form included with these contract documents with all prices and requested data properly filled in.
- B. Proposals shall be submitted as stated on the cover.
- C. Fax proposals will not be accepted.
- D. No company may withdraw their proposal for sixty days after the scheduled closing time for receiving proposals.
- E. Proposals shall be made by completing the Proposal Form and returning to the City Contact person as stated below.

**III. SIGNATURES OF BIDDERS**

Each company shall sign the proposal and provide their full business address.

- A. Proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the designation of the person authorized to execute such documents.
- B. The names of all persons signing should also be typed or printed below the signature.
- C. When requested by the purchaser, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

**IV. RESERVATIONS**

- A. The City of Webster City reserves the right to reject any or all proposals, waive informalities, and make such award as it shall deem to be in the best interest of the City.
- B. The City reserves the right to cancel any contract if there is a failure at any time to perform adequately the stipulations of these contract documents, or in any case of any attempt to impose upon the City, materials or products which are believed to be of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any

rights or claims of the City to damages for the breach of any covenants of the contract by the company.

- C. Should the company fail to comply with the conditions of this contract or fail to furnish the required material or equipment within the time stipulated in the contract, the City reserves the right to purchase in the open market at the expense of the company.
- D. Should the company fail to furnish any item or items included in this contract, the City reserves the right to withdraw such items from the operation of this contract without incurring further liabilities on the part of the City thereby.

**V. INTERPRETATION**

- A. If any company is in doubt as to the intent or meaning of any part of this document, they should contact Biridiana Bishop, (email address = [bibishop@webstercity.com](mailto:bibishop@webstercity.com)), Assistant City Manager, City of Webster City, Iowa with an emailed inquiry.

**VI. ERROR IN PROPOSALS**

- A. Companies or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the company's own risk, and cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of companies.

**VII. SCOPE, NATURE AND INTENT OF THESE CONTRACT DOCUMENTS**

- A. It is the intent of these contract documents to include all components and transportation necessary to complete the project as specified herein. Material or equipment shall be complete with all accessories necessary for proper use.

**VIII. ORAL STATEMENTS NOT BINDING**

- A. It is understood and agreed that the written terms and provisions of this contract shall supersede oral statements of any and every official or other representative of the City, and oral statements shall not be effective or be construed as entering into, or forming a part of, or altering this contract in any way whatsoever.

**IX. INSPECTION, ACCEPTANCE AND PAYMENT**

- A. All materials or equipment furnished under this contract will be inspected by the receiving section to determine whether or not the materials received are in accordance with the terms of the contract.
- B. Payment will be made from City of Webster City funds when the receiving section reports all materials received have been inspected and accepted.

**X. GUARANTEE**

- A. The company shall unconditionally guarantee the materials and workmanship on all materials and equipment furnished by them under this contract for a minimum of one year from the date of acceptance unless otherwise specified.
- B. If within the guarantee period any defects or signs of deterioration are noted which in the opinion of the City are caused by faulty design, workmanship, or materials, the manufacturer, upon ratification, shall repair or adjust the equipment or materials to correct the condition or shall replace the unit to the complete satisfaction of the City at no additional expense to the City. Such repairs, adjustments, or replacements shall be made only at such times as will be designated by the City.

**XI. CHANGE IN SCOPE**

- A. The City shall have the authority to change the scope of this contract up to twenty percent (20%) plus or minus. If any changes are made the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the bid; if such prices are not submitted or are not applicable, then by mutual agreement between the company and the City.

**XII. EVALUATION CRITERIA**

- A. All proposals will be evaluated by City Staff and stakeholder group based upon the criteria stated below. If additional information becomes available, the City reserves the right to modify selection criteria at any time during the selection process. All vendors will be notified of the change in criteria and be allowed to respond.
  - 1. Safety-All equipment and components proposed shall be deemed safe for all participants when used as designed and installed.
  - 2. Site Compatibility-All equipment, components, and colors proposed shall fit within the proposed layout as well as surroundings of the park.
  - 3. Accessible and Inclusive- All equipment, components, and surfacing shall be accessible for all individuals. Also, the equipment and components shall not exclude anyone from enjoying and interacting with the equipment and components.
  - 4. Cost vs. Relative Play Value.
  - 5. Proposed equipment and materials shall be manufactured to meet or exceed all ASTM, CPSC, and IPEMA standards in order to be long lasting and durable for the use and environment it is installed.
  - 6. Stakeholder input.
  - 7. Unique play features and aesthetics compared to existing structures within the park, as well as the overall park system.
  - 8. Creates positive lasting impressions so people want to return.

City of Webster City, Iowa  
RFP

EAST TWIN PARK SPLASH PAD FOR  
THE PARKS AND RECREATION DEPARTMENT

## TECHNICAL REQUIREMENTS

### INTRODUCTION:

The City of Webster City Parks and Recreation Department is hereby soliciting written proposals from qualified splash pad equipment manufacturers and/or their designated representatives to design a splash pad for East Twin Park, 1100 Superior Street. The location is depicted on **Attachment A** along with the dimensions of the area.

**East Twin Park (Attachment A):** All proposed equipment shall fit within the site and design as depicted in Attachment A. The City has budgeted **\$135,000 to cover the cost for the splash pad components and material. \$135,000 is the maximum budget. Proposals shall not exceed \$135,000.**

Each bidder is allowed to submit two proposals. These written proposals must include appropriate site plans, drawings, photos (or 3-D CAD renderings), materials specifications, and cost information sufficient enough to fully describe all aspects of the splash pad components proposed to be furnished.

### OBJECTIVE OF RFP:

- A. The objective of this RFP is to provide sufficient information necessary for a qualified splash pad manufacturer/vendor and/or their designated sales representative to prepare and submit a complete proposal meeting the requirements set forth herein.
- B. City of Webster City to receive safe, diverse, creative splash pad at a fair cost.

### EXPECTATIONS:

The equipment shall be installed by a manufacturer recommended and owner approved installer. The Installer will be required to install the splash pad components to the standards established by the manufacturer and conform to all local and state building and health codes as well as ASTM (American System of Testing Materials), IPEMA (International Playground Equipment Manufacturers), ADA (Americans with Disabilities Act), City and State guidelines. Installation will be a future bid.

### BID PROCESS:

Proposals will be reviewed by City staff and other stakeholders. During the review process, the City of Webster City reserves the right to request additional information to assist in its review and decision. The City also reserves the right to evaluate any or all proposals or parts thereof when it is deemed in the best interest of the public. The City also reserves the right to reject any or all proposals. Only proposals from those complying with all provisions set forth in this RFP will be considered.

**EQUIPMENT CONSIDERATIONS:**

The 3,500 SF splash pad must have the capability of providing approximately 160-200 gpm of water to the play components, a non-recirculating system and piping. The array of 1½", 2", 4" and 6" pipes required for the flow to the attractions will be preliminary sized by the supplier. The water supply from the control cabinet to the features will be included in this RFP. The final configuration may change based on the final attractions selected. Anticipated usage should allow for 25 SF per person.

**Items to be included in the proposal:**

1. Approximately 20 components.
  - a. Components shall consist of a combination of ground sprays, geysers, bubblers, directional jets, vertical features, water table, smaller dump buckets, interactive components, or similar comparable features to meet the needs of age-appropriate users.
  - b. At a minimum, 1/3 of the components, and associated hardware shall have an interchangeable system, wired at construction, allowing for future expansion of components or reconfiguration of components, without having to incur any additional cost of demolition to the splash deck.
2. Feature controller including a valve manifold system and hand initiated activator bollards.
3. Non-recirculating system.
4. Virtual control.
5. A factory trained startup/winterization technician to activate the features following installation.
  - a. Once project is completed, Vendor to provide training to staff in operation and maintenance of the equipment.
  - b. After one season of operation, Vendor to provide training to staff in winterization of the equipment.
6. Seasonal drain valve diverter between storm sewer and sanitary sewer.
7. Stainless steel embeds or approved equivalent and information on the type of stainless steel proposed.
8. Brass spray fittings or approved equivalent.
9. Pipe material type.
10. Provide submittal on play component base covering.

**City of Webster City Responsibilities:**

1. All material testing (concrete, soil, etc.)
2. All City and State design approvals

**MATERIAL SUPPLIER'S RESPONSIBILITIES:**

- A. Design Responsibility: The Equipment Supplier shall accept complete design responsibility for the hydraulic and electrical system of each component, provide all equipment required for the attraction, and is procured from the specified equipment manufacturer.
- B. Performance Guarantee: The Equipment Supplier shall guarantee the attractions pump, to perform to the designed water heights, flows, and patterns, provided that installation of the equipment is in accordance with the supplier's recommendations and drawings. Provide manufacturer's warranty information.

#### **SUBMITTALS:**

- A. Shop Drawings: For each type of attraction, pump, including materials, plans, elevations, sections, details, method of field assembly, connections, and installation details. Indicate pressure and flow rates.
- B. Coordination Drawings: Layout plans and elevations drawn to scale and coordinating underground systems
- C. Samples for Verification: Manufacturer's color charts or actual units showing the full range of colors available for components with factory- applied color finishes.
- D. The manufacturer shall furnish the purchaser with at least two sets of complete installation and operating manuals. The installation manual will illustrate the installation of the entire system. It shall describe the start-up procedure, day-to-day operation of the system and winterization procedure.

#### **MATERIALS:**

- A. The manufacturer of the aquatic play features, consisting of the necessary tamper resistant tools and touch-up paint, shall provide an accessory kit.
- B. Products shown on the drawings but not specified herein shall be provided in accordance with information shown on the drawings and the general provisions of this part of the Specifications.
- C. Changes of equipment may be made by the Equipment Supplier only if the equipment is of better quality or more effective than that listed, improves design or performance or delivery times, and only if the changes are approved in writing by the Owner's Representative.
- D. Equipment required for the complete installation of the splash pad systems shall be furnished by the manufacturer. This equipment includes, but is not limited to, winterization valves, overflow fitting, and drain fittings.
- E. All above ground aquatic play features shall be sandblasted and shall receive a weather resistant polyurethane, baked on, powder-coat finish. Coatings shall have a gloss finish with ultraviolet inhibitors and fire retardants.

#### **SPLASH PAD CONTROLLER SYSTEM AND SUPPLY MANIFOLD & METAL STRUCTURE ENCLOSURE:**

The successful bidder will provide manual and solenoid valved manifold system with winterization parts connected to a splash pad system controller. The system controller will provide a programmed interface between the splash deck attractions, and the operator. The controllers will have a touch pad interface, password protection, 24/7 touch pad time switch and can be programmable for sequencing, time and shutdown. The controller shall include virtual remote control capabilities. The controller shall also include three (3) different (pre-programmed) sequences.

The feature controller, electrical motor starters, manifold with pressure sustaining valves, winterization valves, backflow preventer, water meter, solenoids and wiring to be supplied **within** the utility box. Provide appropriately sized structure and ventilation to accommodate the necessary equipment.

The water meter will be provided by the City, but the contractor will need to coordinate installation.

**ACCESSIBILITY:**

The following criteria have been developed as guidelines for the manufacturers and suppliers responding to this RFP:

- A. Equipment that is proposed as "ADA Compliant or ADA Accessible" must be accessible to all users.

**PROPOSAL REQUIREMENTS:**

Each manufacturer must submit a design(s) with "age appropriate" equipment including toddler, teen, and family. The design shall have individualized zones for the designated age groups, but these zones shall be integrated for all age groups. The design shall meet all criteria and requirements listed herein, and should be accompanied by the following minimum requirements:

- A. Name, address, and phone number of the manufacturer, and the Iowa area representative, as stated above. Include signature of company officer or designated sales representative.
- B. A Plan View of the splash pad showing the following:
  - 1. Splash pad components identified with name and model number.
  - 2. Splash pad equipment that fits generally within the given space.
  - 3. Drawing must be to scale.
- C. 3-Dimensional CAD drawing or photograph of multiple perspective views of the modular unit in 11"x 17" format.
- D. Proposal Form: Total cost of splash pad equipment, including shipping to Webster City Street Department Buiding.
- E. Specification sheets for each component that list materials, sizes, and part numbers must be available upon request.
- F. List five to ten sites with addresses where similar equipment may be viewed within the Midwest with comparable climates, and/or photographs.
- G. List of at least three (3) references with names, address, and phone number of completed projects within the last 5 years.
- H. Information as required under the above sections.
- I. All warranty information.
- J. Maximum shipping time from date of order to actual delivery to Webster City.
- K. Equipment delivery to site shall coincide with installation dates.
- L. Any other information that the manufacturer or sales representative feels will help the Parks and Recreation Department in its review and evaluation of the proposal.

**EQUIPMENT DELIVERY:** Manufacturer/vendor is responsible for inspecting and receiving delivery to ensure all components specified are delivered.

**DELIVERY LOCATION:** Webster City Street Department Building  
100 E. Ohio St.  
Webster City, Iowa 50595

**DELIVERY TIMES:** Monday through Friday, except holidays.  
7:00 AM to 3:00 PM local time.

**INSPECTION:** The splash pad unit will be inspected by design Consultant to determine punchlist items, as well as final inspection completed by City and State officials to ensure all specification items have been satisfied.

**ACCEPTANCE & PAYMENT:** Payment will be sent through the U.S. Postal system to the company and address provided in the proposal documents. Payment will be made after the components have been delivered and installed to the satisfaction of the City of Webster City.

**SCHEDULE:**

October 17, 2023	RFP sent out
November 21, 2023	Receive proposal from splash pad manufacturer or representative by 5pm (CST)
November 27, 2023	Evaluate proposals and make recommendation
December 4, 2023	City Council Set Public Hearing for Construction Contract Award
December 5, 2023	Issue Notice to Bidders for Construction Contract
January 15, 2024	Public Hearing and Award of Construction Contract
May 1, 2024	Start Construction
July 30, 2024	Substantial Construction Completion

**QUESTIONS AND SUBMITTALS:**

Submittal of proposal to be received no later than November 21, 2023 at 5:00pm to:

Biridiana Bishop, Assistant City Manager  
City of Webster City  
400 2<sup>nd</sup> Street  
Webster City, IA 50595  
bibishop@webstercity.com  
515-832-9151



**Proposal Form**

**City of Webster City  
East Twin Park Splash Pad**

Name of Bidder (Print) \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

**Items & Detailed Description**

1) Splash Pad Material                      \$ \_\_\_\_\_

**Total Bid:**                                      \$ \_\_\_\_\_  
*Not to exceed \$135,000*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Derrick Drube, ROW Inspector  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the Mayor to Execute Change Order No. 1, Change Order No.2, Change Order No.3 and Pay App No. 4 for the Lincoln Drive Reconstruction Project

---

**SUMMARY:** The City Council approved an agreement with Doyle Construction to complete the Lincoln Drive Reconstruction Project. Throughout the project, there were three events that resulted in change orders.

**PREVIOUS COUNCIL ACTION:** City Council previously approved plans, specification and contract award for the Lincoln Drive Reconstruction Project. Council entered into an agreement with Doyle Construction on November 21, 2022 to complete the Lincoln Drive Reconstruction Project.

**BACKGROUND/DISCUSSION:** Payment is recommended to Doyle Construction for \$569,678.24 as shown in the Application for Partial Payment No. 4 which reflects completion of 100% of the work by value. Eighty-Five and a half (85.5) of 82.5 (104%) working days have been used through this pay estimate. The remaining project work includes removal of SWPP items after 70% vegetation growth and punch list items.

Change Order No. 1 includes replacement of storm sewer and pavement due to damages caused by directional boring from Platinum Connect, Mediacom, and the Line Department outside of the project construction. This change order adds 1 additional working day to the Contract. We recommend approval of Change Order No. 1 in the amount of \$8,088.50. The cost will be split three ways between Platinum Connect, Mediacom and the City.

Change Order No. 2 includes additional replacement of curb and gutter along Elmhurst. This change order adds 0.5 additional working days to the Contract. We recommend approval of Change Order No. 2 in the amount of \$1,496.00. Black Hills will be reimbursing the City for half of the cost due to pavement removal from boring new gas lines.

Change Order No. 3 includes one additional water main service replacement and temporary water service for 531 Lincoln Drive. During construction of the water main, the service line for 531 Lincoln

Drive was needing to be tied into the new water main. The service line was believed to tie into the water main that feeds the new water main. When the final tie in was completed, it was noticed that the home did not have any water. A temporary service line was necessary to feed the home with water to allow the contractor to connect into the water main the next working day. This change order adds 1 additional working day to the Contract. We recommend approval of Change Order No. 3 in the amount of \$3,000.00.

Staff is requesting to proceed with execution of Change Order No. 1 in the amount of \$8,088.50, Change Order No. 2 in the amount of \$1,496.00, Change Order No. 3 in the amount of \$3,000.00, and Partial Payment Application No. 4 in the amount of \$569,678.24.

**FINANCIAL IMPLICATIONS:** The proposed change orders would add to the Lincoln Drive Reconstruction Project cost. The costs associated with the project would be covered by the designated project funds approved as part of the FY 24 Capital Improvement Plan. With the additional change orders the project will stay within the budget.

Change Order #1	\$ 8,088.50
Change Order #2	\$ 1,496.00
Change Order #3	\$ 3,000.00
Pay Application #4	\$ 569,678.24

**RECOMMENDATIONS:** Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute Change Order No. 1, Change Order No.2, Change Order No.3 and authorize Pay Application No. 4.

**RESOLUTION NO. 2023 – xxx**

**RESOLUTION AUTHORIZING THE MAYOR TO  
SIGN AND EXECUTE CHANGE ORDER NO. 1, SIGN AND EXECUTE CHANGE ORDER NO. 2,  
SIGN AND EXECUTE CHANGE ORDER NO. 3, AND APPROVE PAY APPLICATION NO. 4  
FOR THE LINCOLN DRIVE RECONSTRUCTION PROJECT**

**WHEREAS**, on November 21, 2022, the City of Webster City did enter into a contract with Doyle Construction, 516 N. 6<sup>th</sup> Street, Fort Dodge, Iowa for completion of the Lincoln Drive Reconstruction Project; and

**WHEREAS**, contract Change Order No. 1 has been prepared resulting in an increase of \$8,088.50;  
and

**WHEREAS**, contract Change Order No. 2 has been prepared resulting in an increase of \$1,496.00;  
and

**WHEREAS**, contract Change Order No. 3 has been prepared resulting in an increase of \$3,000.00;  
and

**WHEREAS**, Partial Payment Application No. 4 has been prepared in the amount of \$569,678.24;  
and

**WHEREAS**, the City of Webster City will execute Contract Change Order No. 1, Contract Change Order No. 2, and Contract Change Order No. 3;

Original Contract Price	\$ 1,376,376.50
Change Order No.1	\$ 8,088.50
Change Order No.2	\$ 1,496.00
Change Order No.3	\$ 3,000.00
Contract Price Increase	\$ 12,584.50
Revised Contract Price	\$ 1,388,961.00

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa, that Change Order No.1, Change Order No. 2, Change Order No.3, and Partial Pay Application No. 4 to the contract with Doyle Construction, 516 N. 6th Street, Fort Dodge, Iowa, as described above and attached hereto is hereby approved.

Passed and adopted this 16th day of October, 2023.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST: \_\_\_\_\_  
Karyl K. Bonjour, City Clerk

**Exhibit "A"**

**Change Order No. 1, Change Order No.2, Change Order No. 3 and Pay Application No. 4**

October 5, 2023

Ms. Biridiana Bishop  
City of Webster City  
400 Second Street, P.O. Box 217  
Webster City, Iowa 50595

RE: LINCOLN DRIVE RECONSTRUCTION  
PARTIAL PAYMENT APPLICATION NO. 4  
CHANGE ORDER NO. 1  
CHANGE ORDER NO. 2  
CHANGE ORDER NO. 3  
CITY PROJECT NO. 9-23-001-01  
S&A PROJECT NO. 122.0346.01

Dear Ms. Bishop:

Attached please find Partial Payment Application No. 4 for work completed on the Lincoln Drive Reconstruction project through September 29, 2023. Work activities for this work period include

Payment is recommended to Doyle Construction for \$569,678.24 as shown in the Application for Partial Payment No. 4 which reflects completion of 100% of the work by value. Eight-Five and a half (85.5) of 82.5 (104%) working days have been used through this pay estimate. The remaining project work includes removal of SWPP items after 70% vegetation growth and punch list items.

Change Order No. 1 includes replacement of storm sewer and pavement due to damages caused by directional boring from underground utilities outside of the project construction. This change order adds 1 additional working day to the Contract. We recommend approval of change order no. 1 in the amount of \$8,088.50.

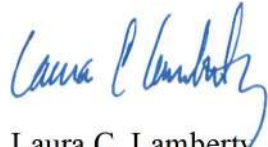
Change Order No. 2 includes additional replacement of curb and gutter along Elmhurst. This change order adds 0.5 additional working days to the Contract. We recommend approval of change order no. 2 in the amount of \$1,496.00.

Change Order No. 3 includes one additional water main service replacement and temporary water service for 531 Lincoln Drive. This change order adds 1 additional working day to the Contract. We recommend approval of change order no. 3 in the amount of \$3,000.00.

Please call with any questions or concerns with this pay application or the project. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Laura C. Lamberty, P.E.  
Project Manager

Enclosures

**APPLICATION FOR PARTIAL PAYMENT NO. 4**

PROJECT: Lincoln Drive Reconstruction

S&amp;A PROJECT NO.: 122.0346.01

OWNER: City of Webster City  
PRIME CONTRACTOR: Doyle Construction  
516 N. 6th Street  
Fort Dodge, IA 50501  
DATE: October 16, 2023

PAYMENT PERIOD: 07/22/2023 - 09/29/2023

**1. CONTRACT SUMMARY:**

Original Contract Amount: \$ 1,376,376.50  
Net Change by Change Order (1 - 3): \$ 12,584.50  
Contract Amount to Date: \$ 1,388,961.00

**CONTRACT PERIOD: TOTAL WORKING DAYS**

Original Contract Date: November 21, 2022  
Start Date: April 24, 2023  
Contract Working Days: 80  
Added by Change Order: 2.5  
Contract Time to Date: 85.5  
Contract Time Remaining: -3

**2. WORK SUMMARY:**

Total Work Performed to Date: \$ 1,388,461.80  
Total Stockpiled Materials: \$ -  
Retainage: 5% \$ 69,423.09  
Liquidated Damages: \$ -  
Total Earned Less Retainage & LDs: \$ 1,319,038.71  
Less Previous Applications for Payment: \$ 749,360.47  
AMOUNT DUE THIS APPLICATION: \$ 569,678.24

**3. CONTRACTOR'S CERTIFICATION:**

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and  
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

Doyle Construction  
CONTRACTOR

By Eric J Doyle DATE: 10/5/2023

**4. ENGINEER'S APPROVAL:**

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.  
ENGINEER

By John W. Alderman DATE: 10/5/2023

**5. OWNER'S APPROVAL**

City of Webster City  
OWNER

By \_\_\_\_\_ DATE: \_\_\_\_\_



6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY			UNIT	UNIT PRICE	TOTAL COST	WORK COMPLETED		TOTAL COMPLETED	%	CO#
		EST	PREV.	THIS PERIOD				PREVIOUS	THIS PERIOD			
2	EARTHWORK											
2.01	Clearing and Grubbing	1	1	0	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	
2.02	Topsoil, On-Site, 6 Inch Depth	379	0	247	CY	\$ 25.00	\$ 9,475.00	\$ -	\$ 6,175.00	\$ 6,175.00	65%	
2.03	Topsoil, Off-site, 6 Inch Depth	173	0	337	CY	\$ 50.00	\$ 8,650.00	\$ -	\$ 16,850.00	\$ 16,850.00	195%	
2.04	Excavation, Class 10	1,189	594.5	594.5	CY	\$ 20.00	\$ 23,780.00	\$ 11,890.00	\$ 11,890.00	\$ 23,780.00	100%	
2.05	Subgrade Treatment, Geogrid, Type 3	5,166	3776	1390	SY	\$ 13.00	\$ 67,158.00	\$ 49,088.00	\$ 18,070.00	\$ 67,158.00	100%	1,2
2.06	Subbase, Modified, 8 Inch Depth (City furnished)	5,166	3776	419	SY	\$ 11.00	\$ 56,826.00	\$ 41,536.00	\$ 4,609.00	\$ 46,145.00	81%	1,2
2.07	Compaction Testing	1	0.5	0.50	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	100%	
3	TRENCH AND TRENCHLESS CONSTRUCTION											
3.01	Trench Compaction and Testing	1	0.75	0.25	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,125.00	\$ 375.00	\$ 1,500.00	100%	
4	SEWERS AND DRAINS											
4.01	Sanitary Sewer Service Stub, PVC, 4 Inch Dia., Remove and Replace	10	9	0	EA	\$ 5,000.00	\$ 50,000.00	\$ 45,000.00	\$ -	\$ 45,000.00	90%	
4.02	Storm Sewer, Trenched, PVC, 10 Inch Dia.	102	44.7	57.3	LF	\$ 100.00	\$ 10,200.00	\$ 4,470.00	\$ 5,730.00	\$ 10,200.00	100%	1
4.03	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	111	0	106	LF	\$ 95.00	\$ 10,545.00	\$ -	\$ 10,070.00	\$ 10,070.00	95%	
4.04	Storm Sewer, Trenched, Class III RCP, 24 Inch Dia.	159	0	152	LF	\$ 120.00	\$ 19,080.00	\$ -	\$ 18,240.00	\$ 18,240.00	96%	
4.05	Storm Sewer, Trenchless, C900, RJ, 12 Inch Dia.	109	100	9	LF	\$ 325.00	\$ 35,425.00	\$ 32,500.00	\$ 2,925.00	\$ 35,425.00	100%	
4.06	Removal of Storm Sewer, Less than or equal to 36 Inch Dia.	213	213	0	LF	\$ 20.00	\$ 4,260.00	\$ 4,260.00	\$ -	\$ 4,260.00	100%	
4.07	Pipe Apron and Guard, CMP, 12 Inch Dia.	1	0	1	EA	\$ 800.00	\$ 800.00	\$ -	\$ 800.00	\$ 800.00	100%	
4.08	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	1,883	1605	277	LF	\$ 20.00	\$ 37,660.00	\$ 32,100.00	\$ 5,540.00	\$ 37,640.00	100%	
4.09	Subdrain Cleanout, Type A-2, 6 Inch Dia.	8	4	3	EA	\$ 750.00	\$ 6,000.00	\$ 3,000.00	\$ 2,250.00	\$ 5,250.00	88%	
4.10	Subdrain Outlets & Connections	8	1	7	EA	\$ 550.00	\$ 4,400.00	\$ 550.00	\$ 3,850.00	\$ 4,400.00	100%	
4.11	Pre-Rehabilitation Pipe Cleaning and Inspection, 8 Inch Dia.	979	979	0	LF	\$ 3.00	\$ 2,937.00	\$ 2,937.00	\$ -	\$ 2,937.00	100%	
4.12	Additional Sewer Cleaning, 8 Inch Dia.	6	6	0	HR	\$ 375.00	\$ 2,250.00	\$ 2,250.00	\$ -	\$ 2,250.00	100%	
4.13	Remove Protruding Service Connections	1	1	0	EA	\$ 900.00	\$ 900.00	\$ 900.00	\$ -	\$ 900.00	100%	
4.14	CIPP Main Lining, UV Cure, 8 Inch Dia.	979	979	0	LF	\$ 58.50	\$ 57,271.50	\$ 57,271.50	\$ -	\$ 57,271.50	100%	
4.15	Building Sanitary Service Reinstatement	18	18	0	EA	\$ 120.00	\$ 2,160.00	\$ 2,160.00	\$ -	\$ 2,160.00	100%	
4.16	Bypass Pumping	1	1	0	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	100%	
4.17	Spot Repair per Location	1	1	0	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00	100%	
4.18	Spot Repair by Pipe Replacement	10	20	0	LF	\$ 300.00	\$ 3,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	200%	
5	WATER MAIN AND APPURTENANCES											
5.01	Water Main, Trenched, PVC C900 DR18, 8 Inch Dia.	1,151	1086.5	0	LF	\$ 75.00	\$ 86,325.00	\$ 81,487.50	\$ -	\$ 81,487.50	94%	
5.02	Fitting, Cap/Plug or Blind Flange, Any Size	3	3	0	EA	\$ 950.00	\$ 2,850.00	\$ 2,850.00	\$ -	\$ 2,850.00	100%	
5.03	Fitting, By Weight	1,085	999	116	LB	\$ 20.00	\$ 21,700.00	\$ 19,980.00	\$ 2,320.00	\$ 22,300.00	103%	
5.04	Water Service Stub, Polyethylene, 1 Inch Dia.	19	19	0	EA	\$ 2,500.00	\$ 47,500.00	\$ 47,500.00	\$ -	\$ 47,500.00	100%	3
5.05	Water Main Plug, Fill, and Abandonment, 8 Inch Dia. or Less	1,071	0	959	LF	\$ 15.00	\$ 16,065.00	\$ -	\$ 14,385.00	\$ 14,385.00	90%	
5.06	Water Main Removal, 8 Inch Dia. or Less	50	7	155	LF	\$ 20.00	\$ 1,000.00	\$ 140.00	\$ 3,100.00	\$ 3,240.00	324%	
5.07	Water Main Connection, Cut-In	3	3	0	EA	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	100%	
5.08	Gate Valve, 8 Inch Dia.	5	5	0	EA	\$ 2,700.00	\$ 13,500.00	\$ 13,500.00	\$ -	\$ 13,500.00	100%	
5.09	Fire Hydrant Assembly	4	4	0	EA	\$ 6,500.00	\$ 26,000.00	\$ 26,000.00	\$ -	\$ 26,000.00	100%	
5.10	Fire Hydrant Assembly Removal	3	1	2	EA	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 2,400.00	\$ 3,600.00	100%	
5.11	Valve and Valve Box Removal	4	0	4	EA	\$ 1,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	100%	
5.12	Valve Box Adjustment and Boxout	4	0	4	EA	\$ 750.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	100%	
5.13	Temporary Water Service Connection	1	0	1	EA	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	100%	3
6	STRUCTURES FOR SANITARY AND STORM											
6.01	Manhole, Type SW-301, 48 Inch Dia.	1	1	0	EA	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -	\$ 5,500.00	100%	
6.02	Manhole, Type SW-401, 48 Inch Dia.	2	0	2	EA	\$ 5,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00	100%	
6.03	Manhole, Type SW-401, 60 Inch Dia.	1	0	1	EA	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 6,500.00	100%	
6.04	Intake, Storm, SW-505	1	0.5	0.5	EA	\$ 5,500.00	\$ 5,500.00	\$ 2,750.00	\$ 2,750.00	\$ 5,500.00	100%	
6.05	Intake, Storm, SW-509	3	0	3	EA	\$ 9,000.00	\$ 27,000.00	\$ -	\$ 27,000.00	\$ 27,000.00	100%	
6.06	Manhole Adjustment, Minor	3	0	3	EA	\$ 4,500.00	\$ 13,500.00	\$ -	\$ 13,500.00	\$ 13,500.00	100%	
6.07	Remove Manhole	2	2	0	EA	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	100%	
6.08	Remove Intake	2	2	0	EA	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	100%	
6.09	Manhole Lining with Centrifugally Cast Cementitious Mortar Lining	43	43	0	VF	\$ 475.00	\$ 20,425.00	\$ 20,425.00	\$ -	\$ 20,425.00	100%	
7	STREETS AND RELATED WORK											
7.01	Curb and Gutter, 2.5' Width, 6 Inch Thickness	2,393	0	2393	LF	\$ 55.00	\$ 131,615.00	\$ -	\$ 131,615.00	\$ 131,615.00	100%	2
7.02	Curb and Gutter, Modified Slope Curb, 2.5' Width, 6 Inch Thickness	31	0	31	LF	\$ 75.00	\$ 2,325.00	\$ -	\$ 2,325.00	\$ 2,325.00	100%	
7.03	Pavement, HMA, ST, PG 58-28S	1,148	0	1330.02	TON	\$ 115.00	\$ 131,962.50	\$ -	\$ 152,952.30	\$ 152,952.30	116%	1,2
7.04	PCC and HMA Pavement Samples and Testing	1	0	1	LS	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	100%	
7.05	Removal of Sidewalk	11	5.5	4.5	SY	\$ 15.00	\$ 165.00	\$ 82.50	\$ 67.50	\$ 150.00	91%	
7.06	Removal of Driveway	381	264.6	45.4	SY	\$ 15.00	\$ 5,715.00	\$ 3,969.00	\$ 681.00	\$ 4,650.00	81%	
7.07	Sidewalk, PCC, 4 Inch Thickness	10	0	10	SY	\$ 150.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	100%	
7.08	Driveway, Paved, PCC, 6 Inch Thickness	387	0	406	SY	\$ 90.00	\$ 34,830.00	\$ -	\$ 36,540.00	\$ 36,540.00	105%	
7.09	Temporary Granular Surfacing, 6 Inch Thickness	400	579.17	0	TON	\$ 50.00	\$ 20,000.00	\$ 28,958.50	\$ -	\$ 28,958.50	145%	
7.10	Subbase Over-excavation (Core Out)	170	0	0	CY	\$ 25.00	\$ 4,250.00	\$ -	\$ -	\$ -	0%	
7.11	Pavement Removal	4,616	4383.25	232.75	SY	\$ 12.00	\$ 55,392.00	\$ 52,599.00	\$ 2,793.00	\$ 55,392.00	100%	1,2
8	TRAFFIC CONTROL											
8.01	Temporary Traffic Control	1	0.75	0.25	LS	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	100%	
9	SITE WORK AND LANDSCAPING											
9.01	Hydraulic Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	1.3	0	1	AC	\$ 8,500.00	\$ 11,050.00	\$ -	\$ 8,500.00	\$ 8,500.00	77%	
9.02	SWPPP Preparation	1	1	0	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	
9.03	SWPPP Management	1	0.75	0.25	LS	\$ 2,700.00	\$ 2,700.00	\$ 2,025.00	\$ 675.00	\$ 2,700.00	100%	
9.04	Filter Sock, 9 Inch Dia.	2,523	175	2524	LF	\$ 2.00	\$ 5,046.00	\$ 350.00	\$ 5,048.00	\$ 5,398.00	107%	
9.05	Filter Sock, Removal	2,523	0	0	LF	\$ 1.00	\$ 2,523.00	\$ -	\$ -	\$ -	0%	
9.06	Temporary RECP, Type 1.D	937	0	507.20	SY	\$ 10.00	\$ 9,370.00	\$ -	\$ 5,072.00	\$ 5,072.00	54%	
9.07	Turf Reinforcement Mat, Type 3	4	0	2.42	SQ	\$ 150.00	\$ 600.00	\$ -	\$ 363.00	\$ 363.00	61%	
9.08	Inlet Protection Device, Open Throat	3	1	3	EA	\$ 210.00	\$ 630.00	\$ 210.00	\$ 630.00	\$ 840.00	133%	

## CHANGE ORDER NO. 1

OWNER: City of Webster City

PROJECT: Lincoln Drive Reconstruction  
S&A PROJECT #: 122.0346.01

To: Doyle Construction  
Contractor  
516 N. 6th Street  
Address  
Fort Dodge, IA 50501  
City, State, Zip

You are directed to make the following changes in this contract:

**1. Description of change to be made:**

- Replacement of storm sewer and pavement due to damages caused by direction boring from utilities outside of the project.
- Add 1 working day to Contract.

**2. Settlement for the cost of making the change shall be as follows:**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.05	Subgrade Treatment, Geogrid, Type 3	46	SY	\$ 13.00	\$ 598.00
2.06	Subbase, Modified, 8 Inch Depth (City furnished)	46	SY	\$ 11.00	\$ 506.00
4.02	Storm Sewer, Trenched, PVC, 10 Inch Dia.	35	LF	\$ 100.00	\$ 3,500.00
7.03	Pavement, HMA, ST, PG 58-28S	25.5	TON	\$ 115.00	\$ 2,932.50
7.11	Pavement Removal	46	SY	\$ 12.00	\$ 552.00
TOTAL					<b>\$ 8,088.50</b>

**3. This change order will result in a net change in the contract completion time of 1 day(s) and a net change in the cost of the project of \$8088.50 divided as follows:**

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	<u>\$1,376,376.50</u>	<u>80.0</u>
Change due to this C.O. (+ or -)	<u>\$8,088.50</u>	<u>1.0</u>
Totals including this C.O.:	<u>\$1,384,465.00</u>	<u>81.0</u>

The change described herein is understood, and the terms of settlement are hereby agreed to:

Doyle Construction  
CONTRACTOR  
By Eric J Doyle

DATE: 10/5/2023

Snyder & Associates, Inc.  
ENGINEER  
By John W. Alderman

DATE: 10/5/2023

City of Webster City  
OWNER  
By \_\_\_\_\_

DATE: \_\_\_\_\_

## CHANGE ORDER NO. 2

OWNER: City of Webster City

PROJECT: Lincoln Drive Reconstruction  
S&A PROJECT #: 122.0346.01

To: Doyle Construction  
Contractor  
516 N. 6th Street  
Address  
Fort Dodge, IA 50501  
City, State, Zip

You are directed to make the following changes in this contract:

**1. Description of change to be made:**

- Additional curb and gutter replacement limits on Elmhurst.
- Add 0.5 Working day to Contract.

**2. Settlement for the cost of making the change shall be as follows:**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.05	Subgrade Treatment, Geogrid, Type 3	11	SY	\$ 13.00	\$ 143.00
2.06	Subbase, Modified, 8 Inch Depth (City furnished)	11	SY	\$ 11.00	\$ 121.00
7.01	Curb and Gutter, 2.5' Width, 6 Inch Thickness	20	LF	\$ 55.00	\$ 1,100.00
7.11	Pavement Removal	11	SY	\$ 12.00	\$ 132.00
TOTAL					<b>\$ 1,496.00</b>

**3. This change order will result in a net change in the contract completion time of 0.5 day(s) and a net change in the cost of the project of \$1496.00 divided as follows:**

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$1,384,465.00	81.0
Change due to this C.O. (+ or -)	\$1,496.00	0.5
Totals including this C.O.:	\$1,385,961.00	81.5

The change described herein is understood, and the terms of settlement are hereby agreed to:

Doyle Construction  
CONTRACTOR

By Eric J Doyle

DATE: 10/5/2023

Snyder & Associates, Inc.  
ENGINEER

By John W. Alderman

DATE: 10/5/2023

City of Webster City  
OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_

### CHANGE ORDER NO. 3

OWNER: City of Webster City

PROJECT: Lincoln Drive Reconstruction  
S&A PROJECT #: 122.0346.01

To: Doyle Construction  
Contractor  
516 N. 6th Street  
Address  
Fort Dodge, IA 50501  
City, State, Zip

You are directed to make the following changes in this contract:

**1. Description of change to be made:**

- Temporary water service to maintain service to 531 Lincoln Drive.
- Additional service needed as existing service was discovered on existing water main. New service connected to new C900 water main.
- Add 1 working day to Contract.

**2. Settlement for the cost of making the change shall be as follows:**

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
5.04	Water Service Stub, Polyethylene, 1 Inch Dia.	1	EA	\$ 2,500.00	\$ 2,500.00
5.13	Temporary Water Service Connection	1	LS	\$ 500.00	\$ 500.00
TOTAL					<b>\$ 3,000.00</b>

**3. This change order will result in a net change in the contract completion time of 1 day(s) and a net change in the cost of the project of \$3000.00 divided as follows:**

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$1,385,961.00	81.5
Change due to this C.O. (+ or -)	\$3,000.00	1.0
Totals including this C.O.:	\$1,388,961.00	82.5

The change described herein is understood, and the terms of settlement are hereby agreed to:

Doyle Construction  
CONTRACTOR

By Eric J Doyle

DATE: 10/5/2023

Snyder & Associates, Inc.  
ENGINEER

By John W. Alderman

DATE: 10/5/2023

City of Webster City  
OWNER

By \_\_\_\_\_

DATE: \_\_\_\_\_



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Derrick Drube, ROW Inspector  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Providing for Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the Construction of the Fair Meadow Drive Reconstruction Project.

---

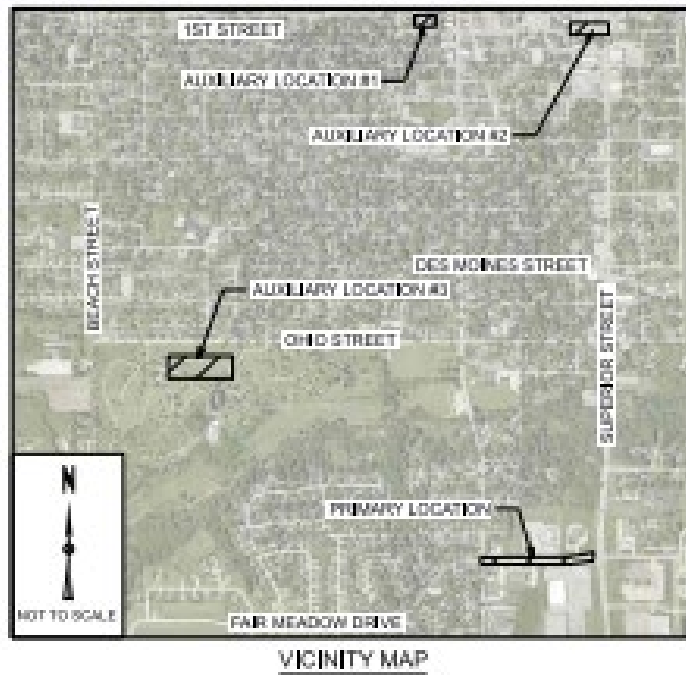
**SUMMARY:** The Fair Meadow Drive Reconstruction project plans and specifications are ready to be sent out for bids. The improvement area includes Fair Meadow Drive from Superior Street to Des Moines Street. The City Council must set a public hearing in order to proceed with the next step of the project.

**PREVIOUS COUNCIL ACTION:** The Council approved Amendment No. 17a with Snyder & Associates to complete the project development, administration, survey, design and construction administration and observation of the Fair Meadow Drive Reconstruction Project on October 17, 2022.

The Council has seen this as part of the 5-year CIP in the FY 22-23 Budget adoption and adopted the 2022 Goal Setting Report noting they would like to pursue a strategic plan on how to address replacement of aging infrastructure.

**BACKGROUND/DISCUSSION:** The City routinely plans for improvements of its local roads and infrastructure. The Fair Meadow Drive Reconstruction Project was approved as part of the Capital Improvement Plan for FY 22-23. The project consists of curb and gutter, concrete pavement, hot mix asphalt pavement, select driveway approaches, sanitary sewer, storm sewer, and water main improvements on Fair Meadow Drive. Three additional auxiliary work locations (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive.

Detailed plans and specifications are available at City Hall for review. In order to move the project forward, the City Council must set a date for the public hearing on the proposed plans and specifications and proposed form of contract and estimate of cost for the construction of the Fair Meadow Drive Reconstruction Project. The public hearing date proposed by staff and Snyder and Associates is November 20, 2023 at 6:05 p.m.



The proposed project schedule is as follows:

October 16, 2023	City Council sets bid opening date/time and public hearing date/time
October 17, 2023	Publish Notice to Bidders
November 3, 2023	Publish Notice of Public Hearing
November 14, 2023	Bid Opening
November 20, 2023	City Council Reviews Bids/Receives Contract
Spring/Summer 2024	Begin Construction
Summer 2024	End Construction

**FINANCIAL IMPLICATIONS:** The updated engineer's opinion of probable cost for this project is \$1,906,950.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution setting November 20, 2023 at 6:05 p.m. in Council Chambers at City Hall for a public hearing on proposed plans and specifications and proposed form of contract and estimate of cost for the construction of the Fair Meadow Drive Reconstruction project.

**RESOLUTION NO. 2023 - xxx**

**RESOLUTION PROVIDING FOR NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS AND  
PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION  
OF THE FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

**WHEREAS**, the City Council of the City of Webster City, Iowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the Fair Meadow Drive Reconstruction Project, (and is hereinafter referred to as the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

**WHEREAS**, it is necessary to fix a time and place of public hearing on the proposed plans, specifications and form of contract and estimate of cost for the Project and to advertise for sealed bids for the Project;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, as follows:

**Section 1.** The detailed plans and specifications, notice of hearing and estimate of cost referred to in the preamble hereof be and the same are hereby approved.

**Section 2.** The Project is necessary and desirable for the City, and it is in the best interests of the City to proceed toward the construction of the Project.

**Section 3.** The amount of the bid security to accompany each bid is hereby fixed at 100% of the amount of the proposal.

**Section 4.** Sealed proposals will be received by the City Clerk of Webster City, at the Council Chambers of the City Council, in the City Hall of said City, until 2:00 p.m. on the 14<sup>th</sup> day of November, 2023, for the Fair Meadow Drive Reconstruction Project, as described in the plans and specifications therefor now on file in the office of the City Clerk. Proposals will be opened by City Staff appointed by the City Council as provided by Section 384.101, Code of Iowa.

**Section 5.** The 20th day of November, 2023, at 6:05 o'clock p.m. at the Council Chambers at City Hall, Webster City, Iowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project, and also as the time and place of considering bids previously received by the City Clerk in connection therewith.

**Section 6.** The City Clerk is hereby authorized and directed to give notice of the aforementioned hearing and letting by publication of such notices in a newspaper of general circulation in the City, which publication shall be made not less than four nor more than twenty days prior to the time of the said hearing, all in conformity with Chapters 362, 384, and 26 of the Code of Iowa. The said notice shall be in the form substantially as attached to this resolution.

**Section 7.** All provisions set out in the following form of notice are hereby recognized and prescribed by this Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved this 16th day of October, 2023.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST: \_\_\_\_\_  
Karyl K. Bonjour, City Clerk



## **NOTICE OF HEARING**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,  
FORM OF CONTRACT AND ESTIMATE OF COST FOR:

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **Fair Meadow Drive Reconstruction Project** at its meeting at **6:05 P.M. on November 20<sup>th</sup>, 2023**, in said City Council Chambers, City Hall, 400 Second Street, Webster City, Iowa 50595.

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

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

The City of Webster City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this 16th day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Published in the DAILY FREEMAN JOURNAL on the 3rd day of November, 2023.

## **NOTICE TO BIDDERS**

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

#### **JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT**

#### **Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement**

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **Fair Meadow Drive Reconstruction Project** at its meeting at **6:05 P.M. on the 20<sup>th</sup> day of November, 2023**, in said City Council Chambers, City Hall, 400 Second Street, Webster City, Iowa 50595.

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M.** according to the clock in said City Council Chambers on the **14<sup>th</sup> day of November, 2023**, at the reception desk in the City Hall, 400 Second Street, Webster City, Iowa 50595.

#### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened by the City Staff and bids tabulated at **2:00 P.M.** on the **14<sup>th</sup> day of November, 2023**, in said City Council Chambers. Bids will be considered by the City Council at its meeting on the **20<sup>th</sup> of November, 2023 at 6:05 P.M.** The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### **Contract Documents**

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Webster City Hall, 400 Second Street, Webster City, Iowa 50595.

An electronic copy of the Contract Documents is available at [www.snyder-associates.com/bids](http://www.snyder-associates.com/bids) for no cost and choosing the **Fair Meadow Drive Reconstruction Project** on the left. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 911 Central Avenue, Fort Dodge, Iowa 50501, for a fee of Twenty-five Dollars (\$25.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-573-2030 in advance to reserve a paper copy.

## General Nature of the Public Improvement

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Webster City, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Webster City. The bid shall contain no condition except as provided in the specifications.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Webster City and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Webster City from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after acceptance of the Contract.

## Title VI Compliance

The City of Webster City, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 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 an award.

## Completion of Work

The Early Start date is Monday, April 15, 2024. The Late Start date is June 3, 2024. The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract and the early and late start dates. The work shall be diligently worked to completion.

The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

The City of Webster City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this 16<sup>th</sup> day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the 17<sup>th</sup> day of **October, 2023**.

Posted at Master Builders of Iowa Plan Room on the 17<sup>th</sup> day of October, **2023**.



ITEM #	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	DIVISION 1 QUANTITY (BASE)	DIVISION 2 QUANTITY (FIRST STREET)	DIVISION 3 QUANTITY (CEMETERY)	TOTAL QUANTITY	DIVISION 1 PRICE	DIVISION 2 PRICE	DIVISION 3 PRICE	EXTENDED PRICE	COMMENTS
		EARTHWORK											Division 2 Subtotal = \$131,664.00
2.01	2010-C	Clearing and Grubbing	LS	\$ 2,000.00	1			1	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	
2.02	2010-D-1	Topsoil, On-Site, 6 Inch Depth	CY	\$ 25.00	424	19		443	\$ 10,600.00	\$ 475.00	\$ -	\$ 11,075.00	
2.03	2010-D-3	Topsoil, Off-Site, 8 Inch Depth	CY	\$ 50.00		9		9	\$ -	\$ 450.00	\$ -	\$ 450.00	
2.04	2010-E	Excavation, Class 10	CY	\$ 20.00	1132	65	125	1322	\$ 22,640.00	\$ 1,300.00	\$ 2,500.00	\$ 26,440.00	
2.05	2010-G	Subgrade Preparation	SY	\$ 10.00	297			297	\$ 2,970.00	\$ -	\$ -	\$ 2,970.00	
2.06	2010-I	Subgrade Treatment, Geogrid, Tensar Interax	SY	\$ 15.00	3103			3103	\$ 46,545.00	\$ -	\$ -	\$ 46,545.00	
2.07	2010-J	Subbase, Modified, 9 Inch Depth (City Furnished)	SY	\$ 10.00	3552			3552	\$ 35,520.00	\$ -	\$ -	\$ 35,520.00	
2.08	2010-M	Compaction Testing	LS	\$ 2,000.00	0.7	0.2	0.1	1	\$ 1,400.00	\$ 400.00	\$ 200.00	\$ 2,000.00	
2.09	2010-999-A	Grade Preparation for Cemetery Road	SY	\$ 8.00			583	583	\$ -	\$ -	\$ 4,664.00	\$ 4,664.00	
		TRENCH EXCAVATION AND BACKFILL											Division 3 Subtotal = \$1,000.00
3.01	3010-F	Trench Compaction and Testing	LS	\$ 1,000.00	1			1	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
		SEWERS AND DRAINS											Division 4 Subtotal = \$126,860.00
4.01	4010-H	Removal of Sanitary Sewer, VCP, 8 Inch Dia.	LF	\$ 10.00	20			20	\$ 200.00	\$ -	\$ -	\$ 200.00	
4.02	4010-H	Removal of Sanitary Sewer, VCP, 10 Inch Dia.	LF	\$ 10.00	48			48	\$ 480.00	\$ -	\$ -	\$ 480.00	
4.03	4020-A-1	Storm Sewer, Trenched, PVC, 8 Inch Dia.	LF	\$ 130.00	8			8	\$ 1,040.00	\$ -	\$ -	\$ 1,040.00	
4.04	4020-A-1	Storm Sewer, Trenched, PVC, 12 Inch Dia.	LF	\$ 150.00	13			13	\$ 1,950.00	\$ -	\$ -	\$ 1,950.00	
4.05	4020-A-1	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	LF	\$ 160.00	146			146	\$ 23,360.00	\$ -	\$ -	\$ 23,360.00	
4.06	4020-A-1	Storm Sewer, Trenched, Class III RCP, 36 Inch Dia.	LF	\$ 300.00	16			16	\$ 4,800.00	\$ -	\$ -	\$ 4,800.00	
4.07	4020-D	Removal of Storm Sewer, RCP, 15 Inch Dia.	LF	\$ 20.00	189			189	\$ 3,780.00	\$ -	\$ -	\$ 3,780.00	
4.08	4020-D	Removal of Storm Sewer, RCP, 36 Inch Dia.	LF	\$ 50.00	16			16	\$ 800.00	\$ -	\$ -	\$ 800.00	
4.09	4020-D	Removal of Storm Sewer, CPP, 8 Inch Dia.	LF	\$ 10.00	6			6	\$ 60.00	\$ -	\$ -	\$ 60.00	
4.10	4040-A	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	LF	\$ 20.00	1297			1297	\$ 25,940.00	\$ -	\$ -	\$ 25,940.00	
4.11	4040-C-1	Subdrain Cleanout, Type A-2, 6 Inch Dia.	EA	\$ 800.00	3			3	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00	
4.12	4040-D-1	Subdrain Outlets & Connections, Into Structure	EA	\$ 650.00	9			9	\$ 5,850.00	\$ -	\$ -	\$ 5,850.00	
4.13	4050-G	Bypass Pumping	LS	\$ 5,000.00	1			1	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	
4.14	4050-H-1	Spot Repair per Location, Sanitary Sewer PVC C900, 8 Inch	EA	\$ 8,000.00	1			1	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	
4.15	4050-H-1	Spot Repair per Location, Sanitary Sewer PVC C900, 10 Inch	EA	\$ 8,000.00	1			1	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	
4.16	4050-H-1	Spot Repair per Location, Sanitary Sewer PVC SDR 25, 10 Inch	EA	\$ 8,000.00	1			1	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	
4.17	4050-H-2	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 8 Inch	LF	\$ 400.00	20			20	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	
4.18	4050-H-2	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 10 Inch	LF	\$ 400.00	28			28	\$ 11,200.00	\$ -	\$ -	\$ 11,200.00	
4.19	4050-H-2	Spot Repair by Pipe Replacement, Sanitary Sewer PVC SDR 25, 10 Inch	LF	\$ 400.00	20			20	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	
		WATER MAIN AND APPURTENANCES											Division 5 Subtotal = \$216,716.00
5.01	5010-A-1	Water Main, Trenched, PVC C900 DR18, 12 Inch Dia.	LF	\$ 100.00	904			904	\$ 90,400.00	\$ -	\$ -	\$ 90,400.00	
5.02	5010-C-1	Fitting, Cap/Plug or Blind Flange, Any Size	EA	\$ 1,100.00	1			1	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	
5.03	5010-C-2	Fitting, By Weight	LB	\$ 22.00	1408			1408	\$ 30,976.00	\$ -	\$ -	\$ 30,976.00	
5.04	5010-D	Water Service Stub, Trenchless, Polyethylene, 1 Inch Dia.	EA	\$ 7,500.00	2			2	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	
5.05	5010-D	Water Service Stub, Trenchless, PVC C900 DR 18, 4 Inch Dia.	EA	\$ 8,000.00	1			1	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	
5.06	5010-E-1	Water Service Pipe, PVC C900 DR 18, 6 Inch Dia.	LF	\$ 100.00	25			25	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	
5.07	5010-E-1	Water Service Pipe, PVC C900 DR 18, 8 Inch Dia.	LF	\$ 100.00	36			36	\$ 3,600.00	\$ -	\$ -	\$ 3,600.00	
5.08	5010-G	Water Main Plug, Fill, and Abandonment, 12 Inch Dia. or Less	LF	\$ 15.00	846			846	\$ 12,690.00	\$ -	\$ -	\$ 12,690.00	
5.09	5010-999-A	Water Main Connection, Cut-In	EA	\$ 5,000.00	1			1	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	
5.10	5020-A	Valve, Gate, 12 Inch Dia.	EA	\$ 5,000.00	2			2	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	
5.11	5020-A	Valve, Gate, 6 Inch Dia.	EA	\$ 2,700.00	1			1	\$ 2,700.00	\$ -	\$ -	\$ 2,700.00	
5.12	5020-A	Tapping Valve and Sleeve, 12 Inch Dia.	EA	\$ 7,500.00	1			1	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	
5.13	5020-D	Fire Hydrant Assembly	EA	\$ 9,000.00	2			2	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00	
5.14	5020-F	Valve Box Adjustment, Minor	EA	\$ 1,000.00	4			4	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	
5.15	5020-J	Fire Hydrant Assembly Removal	EA	\$ 1,500.00	1			1	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	
5.16	5020-K & L	Valve and Valve Box Removal	EA	\$ 750.00	5			5	\$ 3,750.00	\$ -	\$ -	\$ 3,750.00	



ITEM #	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	DIVISION 1 QUANTITY (BASE)	DIVISION 2 QUANTITY (FIRST STREET)	DIVISION 3 QUANTITY (CEMETERY)	TOTAL QUANTITY	DIVISION 1 PRICE	DIVISION 2 PRICE	DIVISION 3 PRICE	EXTENDED PRICE	COMMENTS
		STRUCTURES FOR SANITARY AND STORM											Division 6 Subtotal = \$126,500.00
6.01	6010-A	Manhole, Type SW-401, 72 Inch Dia.	EA	\$ 20,000.00	1			1	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	
6.02	6010-B	Intake, Storm, SW-505	EA	\$ 6,000.00	1			1	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	
6.03	6010-B	Intake, Storm, SW-507	EA	\$ 7,500.00	4			4	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	
6.04	6010-B	Intake, Storm, SW-541	EA	\$ 10,000.00	1			1	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	
6.05	6010-B	Intake, Storm, Nyloplast 18 Inch	EA	\$ 3,000.00	1			1	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	
6.06	6010-E-1	Manhole Adjustment, Minor	EA	\$ 4,500.00	11			11	\$ 49,500.00	\$ -	\$ -	\$ 49,500.00	
6.07	6010-H-1	Remove Manhole	EA	\$ 1,000.00	1			1	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	
6.08	6010-H-2	Remove Intake	EA	\$ 1,000.00	7			7	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	
		STREETS AND RELATED WORK											Division 7 Subtotal = \$753,660.00
7.01	7010-A	Pavement, PCC, 9 Inch Thickness, C-4WRC-20 or C-4WR	SY	\$ 110.00	2696			2696	\$ 296,560	\$ -	\$ -	\$ 296,560.00	
7.02	7010-A	Pavement, PCC, 6 Inch Thickness, Temporary, C-4WRC-20, C-4WR, or M-4	SY	\$ 70.00	312			312	\$ 21,840	\$ -	\$ -	\$ 21,840.00	
7.03	7010-A	Pavement, PCC, 11 Inch Thickness, C-4WRC-20 or C-4WR	SY	\$ 120.00	209			209	\$ 25,080.00	\$ -	\$ -	\$ 25,080.00	
7.04	7010-E	Curb and Gutter, 5 Foot Width, 8 Inch Thickness, C-4WRC-20 or C-4WR	LF	\$ 300.00		250		250	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00	
7.05	7010-I/7020-I	PCC and Asphalt Pavement Samples and Testing	LS	\$ 8,000.00	0.8	0.1	0.1	1	\$ 6,400.00	\$ 800.00	\$ 800.00	\$ 8,000.00	
7.06	7020-A	Pavement, Asphalt, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-34S, Standard Traffic Mix	TON	\$ 150.00			100	100	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	
7.07	7021-A	Asphalt Overlay, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 64-32S, High Traffic Mix	TON	\$ 115.00	262			262	\$ 30,130.00	\$ -	\$ -	\$ 30,130.00	
7.08	7030-A-1	Removal of Sidewalk	SY	\$ 15.00	163	9		172	\$ 2,445.00	\$ 135.00	\$ -	\$ 2,580.00	
7.09	7030-A-3	Removal of Driveway	SY	\$ 20.00	1027	171		1198	\$ 20,540.00	\$ 3,420.00	\$ -	\$ 23,960.00	
7.10	7030-E	Sidewalk, PCC, 4 Inch Thickness, C-4WRC-20 or C-4WR	SY	\$ 65.00	322	4		326	\$ 20,930.00	\$ 260.00	\$ -	\$ 21,190.00	
7.11	7030-E	Sidewalk, PCC, 6 Inch Thickness, C-4WRC-20 or C-4WR	SY	\$ 90.00	73	5		78	\$ 6,570.00	\$ 450.00	\$ -	\$ 7,020.00	
7.12	7030-G	Detectable Warning	SF	\$ 55.00	42			42	\$ 2,310.00	\$ -	\$ -	\$ 2,310.00	
7.13	7030-H-1	Driveway, Paved, PCC, 7 Inch Thickness, C-4WRC-20 or C-4WR	SY	\$ 90.00	331	215		546	\$ 29,790.00	\$ 19,350.00	\$ -	\$ 49,140.00	
7.14	7030-H-1	Driveway, Paved, PCC, 8 Inch Thickness, C-4WRC-20 or C-4WR (1)	SY	\$ 110.00	534			534	\$ 58,740.00	\$ -	\$ -	\$ 58,740.00	
7.15	7040-A	Full Depth Patches, PCC, 8 Inch Thickness	SY	\$ 150.00	135			135	\$ 20,250.00	\$ -	\$ -	\$ 20,250.00	
7.16	7040-B	Subbase Over-Excavation	CY	\$ 40.00	118			118	\$ 4,720.00	\$ -	\$ -	\$ 4,720.00	
7.17	7040-G	Milling, 3 Inch Thickness	SY	\$ 10.00	1253			1253	\$ 12,530.00	\$ -	\$ -	\$ 12,530.00	
7.18	7040-H	Pavement Removal	SY	\$ 18.00	2831	139		2970	\$ 50,958.00	\$ 2,502.00	\$ -	\$ 53,460.00	
7.19	7040-I	Curb and Gutter Removal	LF	\$ 25.00		25		25	\$ -	\$ 625.00	\$ -	\$ 625.00	
7.20	7999-A	Temporary Granular Surfacing (Contractor Furnished) (2)	TON	\$ 50.00	500			500	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	
7.21	7999-B	Curb Grinding	LF	\$ 75.00	7			7	\$ 525.00	\$ -	\$ -	\$ 525.00	
		TRAFFIC CONTROL											Division 8 Subtotal = \$133,230.50
8.01	8020-C	Painted Pavement Markings, Durable	STA	\$ 300.00	26.22			26.22	\$ 7,866.00	\$ -	\$ -	\$ 7,866.00	
8.02	8020-G	Painted Symbols and Legends, Left Turn Arrow, White	EA	\$ 350.00	6			6	\$ 2,100.00	\$ -	\$ -	\$ 2,100.00	
8.03	8020-G	Painted Symbols and Legends, Combined Straight and Right Turn Arrow, White	EA	\$ 375.00	2			2	\$ 750.00	\$ -	\$ -	\$ 750.00	
8.04	8020-G	Painted Symbols and Legends, Only, White	EA	\$ 400.00	1			1	\$ 400.00	\$ -	\$ -	\$ 400.00	
8.05	8020-K	Pavement Markings Removed, Water Blasted	STA	\$ 250.00	2.65			2.65	\$ 662.50	\$ -	\$ -	\$ 662.50	
8.06	8020-M	Grooves Cut for Pavement Markings	STA	\$ 150.00	24.68			24.68	\$ 3,702.00	\$ -	\$ -	\$ 3,702.00	
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 250.00	9			9	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	
8.08	8030-A	Temporary Traffic Control	LS	\$ 56,000.00	0.8	0.1	0.1	1	\$ 44,800.00	\$ 5,600.00	\$ 5,600.00	\$ 56,000.00	
8.09	8999-A	Temporary Floodlight Luminaire	EA	\$ 250.00	50			50	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	
8.10	8999-B	Remove and Reinstall Parking Lot Light Fixture and Footing	EA	\$ 7,000.00	1			1	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	
8.11	8999-C	Flaggers	CDAY	\$ 750.00	50			50	\$ 37,500.00	\$ -	\$ -	\$ 37,500.00	
8.12	8999-D	Portable Dynamic Message Signs (PDMS)	CDAY	\$ 125.00	20			20	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	





ITEM #	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	DIVISION 1 QUANTITY (BASE)	DIVISION 2 QUANTITY (FIRST STREET)	DIVISION 3 QUANTITY (CEMETERY)	TOTAL QUANTITY	DIVISION 1 PRICE	DIVISION 2 PRICE	DIVISION 3 PRICE	EXTENDED PRICE	COMMENTS
		SITE WORK AND LANDSCAPING											Division 9 Subtotal = \$26,613.00
9.01	9010-A	Hydraulic Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	AC	\$ 9,000.00	1.1	0.1		1.2	\$ 9,900.00	\$ 900.00	\$ -	\$ 10,800.00	
9.02	9040-A-1	SWPPP Preparation	LS	\$ 1,500.00	0.9	0.1		1	\$ 1,350.00	\$ 150.00	\$ -	\$ 1,500.00	
9.03	9040-A-2	SWPPP Management	LS	\$ 3,000.00	0.9	0.1		1	\$ 2,700.00	\$ 300.00	\$ -	\$ 3,000.00	
9.04	9040-D-1	Filter Sock, 9 Inch Dia.	LF	\$ 2.00	2091	250		2341	\$ 4,182.00	\$ 500.00	\$ -	\$ 4,682.00	
9.05	9040-D-2	Filter Sock, Removal	LF	\$ 1.00	2091	250		2341	\$ 2,091.00	\$ 250.00	\$ -	\$ 2,341.00	
9.06	9040-T-1	Inlet Protection Device, Open Throat	EA	\$ 210.00	7	1		8	\$ 1,470.00	\$ 210.00	\$ -	\$ 1,680.00	
9.07	9040-T-1	Inlet Protection Device, Drop-In	EA	\$ 210.00	5			5	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	
9.08	9040-T-2	Inlet Protection Device, Maintenance	EA	\$ 60.00	25	1		26	\$ 1,500.00	\$ 60.00	\$ -	\$ 1,560.00	
		MISCELLANEOUS											Division 11 Subtotal = \$159,000.00
11.01	11,020-A	Mobilization	LS	\$ 154,000.00	0.8	0.1	0.1	1	\$ 123,200.00	\$ 15,400.00	\$ 15,400.00	\$ 154,000.00	9 % due to multiple stages and work area
11.02	11,050-A	Concrete Washout	LS	\$ 5,000.00	0.8	0.2		1	\$ 4,000.00	\$ 1,000.00	\$ -	\$ 5,000.00	
CONSTRUCTION TOTAL:									\$ 1,502,000	\$ 130,000	\$ 44,000	\$ 1,675,000	Rounded
DIVISION 2 FIRST STREET and FREEMAN JOURNAL DRIVEWAYS													
DIVISION 3 CEMETERY DRIVE PAVING													
Engineering, Construction, and Administration:									\$ 174,965	\$ 49,990	\$ 24,995	\$ 249,950	Thru Amendment 17A, approved 10/17/22.
Electrical Relocation:									\$ 7,000	\$ -	\$ 7,000	\$ 14,000	Notes (6) & (7).
Subtotal:									\$ 181,965	\$ 49,990	\$ 31,995	\$ 263,950	
TOTAL CONSTRUCTION AND CITY/PROFESSIONAL SERVICES:									\$ 1,683,965	\$ 179,990	\$ 75,995	\$ 1,938,950	
Budget Summary (Construction Only):													
Water:										\$	251,916		
Storm:										\$	197,480		
Sanitary:										\$	21,680		
Roadway:										\$	1,160,168		
Parks - Cemetery Paving:										\$	44,000		
TOTAL										\$	1,675,244		



Notes

- (1) Main truck entrances to Bomgaars, former Kmart parking, McDonalds, and Kwik-Star is 8-inch pavement
- (2) Temporary surfacing for on-site detour of trucks and business traffic.
- (3) Roadway signage removal and re-set by City.
- (4) Temporary traffic control includes signs, devices, flaggers, safety closures, safety fence and other methods required to implement traffic control.
- (5) Additional Right of way/Permanent Easement Plats: Sidewalk construction (3); 6' widening (2); Water Main replacement (4 but included in sidewalk or widening)
- (6) Electrical relocation of one street light and conductor 230 LF for Base Concept.
- (7) Electrical relocation for two street lights and conductor for 600 LF required for Alternate Concept with widening. Cost of Electrical Relocation with conductor is estimated at \$7000/Fixture.



ORD:CADrpt\at\Weight\PDF\at\gdr V:\Ref\Bany\CADDStandards\Bany\Organization\Ch\BAA\_Standards\10\_12\_23\_CADrpt\at\Bany\at\gdr 10/12/2023 11:16:46 AM

OpenRoadsDesktop - SNA 1220346A\_1.dgn 10/12/2023 11:16:46 AM

LEGEND		Features	
Existing		Proposed	
Spot Elevation	93.0	Spot Elevation	93.0
Contour Elevation	93	Major Contour	999
Fence (Barbed, Field, Hog)	-x-x-	Minor Contour	999
Fence (Chain Link)	-H-H-	Construction Limits	
Fence (Wood)	-o-o-	Roadway Alignment	
Fence (Silt)	-p-p-	Roadway Stationing	
Tree Line	-w-w-	Fence	
Tree Stump	-s-s-	Safety Fence	
Deciduous Tree \ Shrub		Silt Fence	
Coniferous Tree \ Shrub		Filter Sock	
Communication	-C(*)-	Retaining Wall	
Overhead Communication	-OC(*)-	Traffic Sign	
Fiber Optic	-FO(*)-	Traffic Signal	
Underground Electric	-E(*)-	Traffic Cabinet	
Overhead Electric	-OE(*)-	Traffic Ped Push Pole	
Gas Main with Size	-4" G(*)-	Fiber Optic	
High Pressure Gas Main with Size	-4" HPG(*)-	Overstory Tree	
Water Main with Size	-8" W(*)-	Understory Tree	
Sanitary Sewer with Size	-8" S(*)-	Edge of Pavement	
Duct Bank	-DUCT(*)-	Pavement Shading	
Test Hole Location for SUE w/ID	⊙ 1	Granular Surfacing	
(*) Denotes the survey quality service level for utilities		Pavement Jointing	
Sanitary Manhole	⊙	Pavement Sawcut	
Storm Sewer with Size	12" ST	Edge of Sidewalk	
Storm Manhole	⊙	Sidewalk Shading	
Single Storm Sewer Intake	⊙	Sidewalk Ramp Shading	
Double Storm Sewer Intake	⊙	Sidewalk Landing Shading	
Fire Hydrant	⊙	Sidewalk Detectable Warnings	
Fire Hydrant on Building	⊙	Water Main	
Water Main Valve	⊙	Water Main Service	
Water Service Valve	⊙	Water Main Valve	
Well	⊙	Water Main Reducer	
Utility Pole	⊙	Water Main Hydrant	
Guy Anchor	⊙	Sanitary Sewer	
Utility Pole with Light	⊙	Sanitary Sewer Service	
Utility Pole with Transformer	⊙	Sanitary Sewer Cleanout	
Street Light	⊙	Sanitary Manhole Type SW-301	
Yard Light	⊙	Storm Sewer Pipe	
Electric Box	EB	Storm Sewer Subdrain	
Electric Transformer	⊙	Storm Sewer Service	
Traffic Sign	⊙	Storm Sewer Trenchdrain	
Communication Pedestal	⊙	Storm Sewer Subdrain Cleanout	
Communication Manhole	⊙	Storm Sewer Manhole Type SW-401	
Communication Handhole	⊙	Storm Sewer Intake Type SW-505	
Fiber Optic Manhole	⊙	Storm Sewer Intake Type SW-506	
Fiber Optic Handhole	⊙	Storm Sewer Rip Rap	
Gas Valve	⊙	Right of Way Acquisition Line	
Gas Manhole	⊙	Right of Way Acquisition Shading	
Gas Apparatus	⊙	Temporary Easement Line	
Fence Post or Guard Post	⊙	Temporary Easement Shading	
Underground Storage Tank	⊙	Permanent Easement Line	
Above Ground Storage Tank	⊙	Permanent Easement Shading	
Sign	⊙	Staging - Current Pavement Shading	
Satellite Dish	⊙	Staging - Previous Pavement Shading	
Mailbox	⊙	Staging - Existing Pavement Shading	
Soil Boring	⊙	Staging - Pavement Removals	
Right-of-Way Line	R/W	Staging - Sidewalk Removals	
Property Line	P/W	Staging - Traffic Sign	
Public Utility Easement Line	P/W	Staging - 42" Channelling Device	
Storm Sewer Easement Line	S/W	Staging - Drum	
		Staging - Type III Barricade	
		Staging - Safety Closure	
		Staging - Traffic Flow Arrows	
		Staging - Temporary Barrier Rail	

**UTILITY WARNING**  
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

**UTILITY QUALITY SERVICE LEVELS**  
QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

**QUALITY LEVEL (D)** INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

**QUALITY LEVEL (C)** INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

**QUALITY LEVEL (B)** INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

**QUALITY LEVEL (A)** IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

**UTILITY CONTACT INFORMATION**

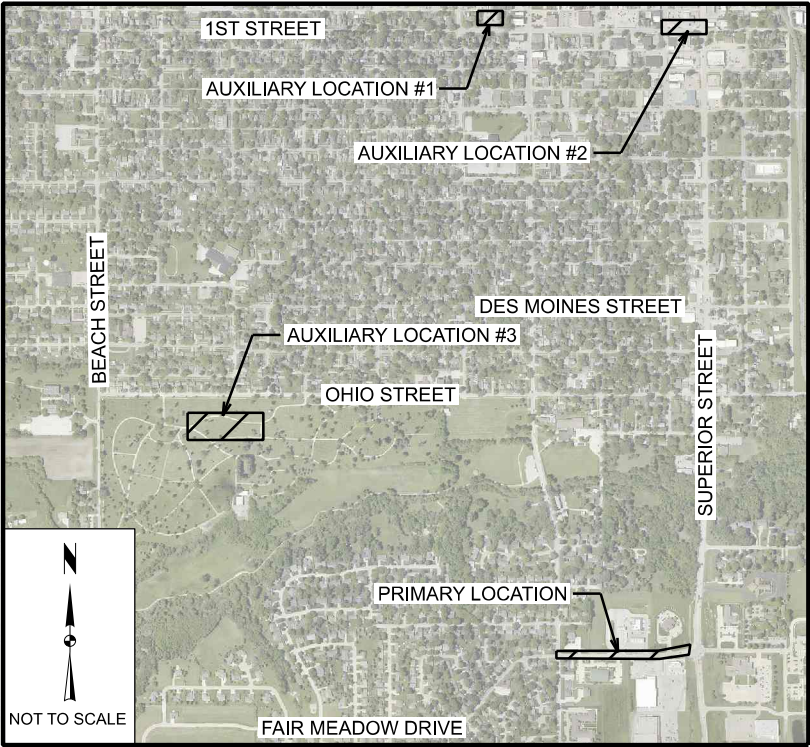
C2-COMMUNICATION	LUMEN (CENTURYLINK) SADIE HULL 918-547-0147 sadie.hull@lumen.com	C-COMMUNICATION	WOOLSTOCK TELEPHONE ASSOCIATION Jeff Rhode 515-839-5571 jeff_rhode@yahoo.com
G-GAS	BLACK HILLS ENERGY WEB CTY Mike Broshous 515-987-8971 mike.broshous@blackhillscorp.com		AMERICAN SANITATION LLC Brad Schmidt 2066 290th St Kamrar, IA (515) 539-4872 cell: 515-835-0695
C1-COMMUNICATION	PLATINUM CONNECT, LLC Jake Van Roekel 712-722-3451 jakevr@mypremieronline.com		
	MEDIACOM Mike Lawler 515-571-2183 mlawler@mediacomcc.com		
W-WATER S-SANITARY SEWER	WEBSTER CITY, CITY OF Brandon Bahrenfuss 515-297-1620 adam@webstercity.com		
E-ELECTRIC OH-OVERHEAD ELECTRIC STREET LIGHTING	WEBSTER CITY ELECTRIC Adam Dickinson 515-832-9159 adam@webstercity.com		

# ROADWAY IMPROVEMENT PLANS FOR CITY OF WEBSTER CITY

## HAMILTON COUNTY, IOWA

# FAIR MEADOW DRIVE RECONSTRUCTION PROJECT NUMBER 9-23-002

THE 2022 STATEWIDE URBAN DESIGN STANDARDS AND STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. CITY OF WEBSTER CITY SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.



VICINITY MAP

INDEX OF SHEETS

- A.1 TITLE SHEET
- B.1-B.2 TYPICAL SECTIONS AND DETAILS
- C.1-C.9 QUANTITIES AND GENERAL INFORMATION
- D.1-D.3 FAIR MEADOW DRIVE PLAN AND PROFILE
- E.1 FREEMAN JOURNAL DRIVEWAY PLAN AND GEOMETRICS (AUXILIARY LOCATION #1)
- E.2 FIRST STREET PLAN AND GEOMETRICS (AUXILIARY LOCATION #2)
- E.3 GRACELAND CEMETERY ROADWAY PAVING PLAN (AUXILIARY LOCATION #3)
- F.1 REMOVAL SHEETS
- G.1 SURVEY CONTROL AND REFERENCE INFORMATION
- H.1-H.2 RIGHT-OF-WAY INFORMATION
- J.1-J.12 TRAFFIC CONTROL AND STAGING SHEETS
- L.1-L.3 GEOMETRICS, STAKING AND JOINTING INFORMATION
- MWM.1-MWM2 WATER MAIN PLAN AND PROFILE
- PM.1 PAVEMENT MARKINGS AND SIGNING INFORMATION
- R.1-R.2 SWPPP AND SEEDING INFORMATION
- S.1-S.6 SIDEWALK INFORMATION AND COMPLIANCE
- T.1-T.2 EARTHWORK TABULATIONS
- W.1-W.6 FAIR MEADOW DRIVE CROSS SECTIONS

LAURA C. LAMBERTY

P21814

IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Laura C. Lamberty, P.E. \_\_\_\_\_ Date

License Number P21814

My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:

ALL SHEETS

FAIR MEADOW DRIVE RECONSTRUCTION

TITLE SHEET

WEBSTER CITY, IOWA

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A

Sheet A.1

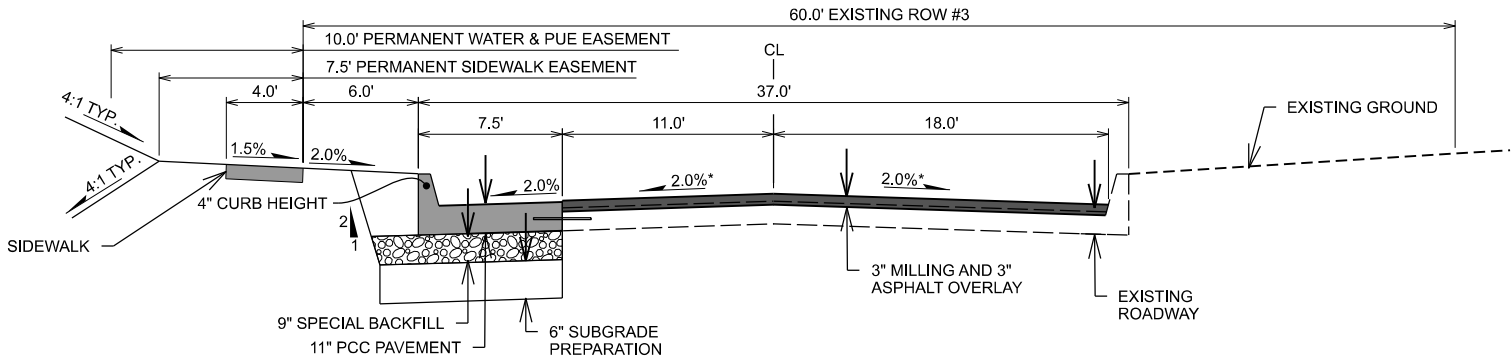
Project No: 1220346A

Sheet A.1

10/12/2023 8:57:58 AM  
OpenRoadsDesktop - S:\V\Projects\2022\1220346A\1\ACADD\CD\_1220346A\_B1-B2.dgn

ORCColorHarvestingPDF.plt  
V:\Utility\CADD Standards\Utility\Organization\Color

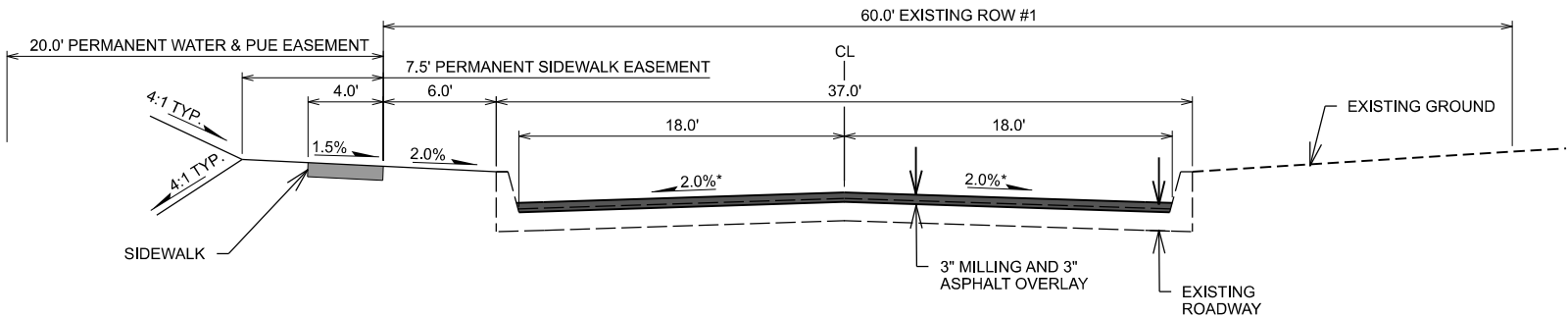
\* MATCH EXISTING ROADWAY CROSS SLOPE



- NOTES:
- ① REFER TO L-SHEETS FOR JOINTING INFORMATION
  - ② REFER TO W-SHEETS FOR CROSS SECTION INFORMATION

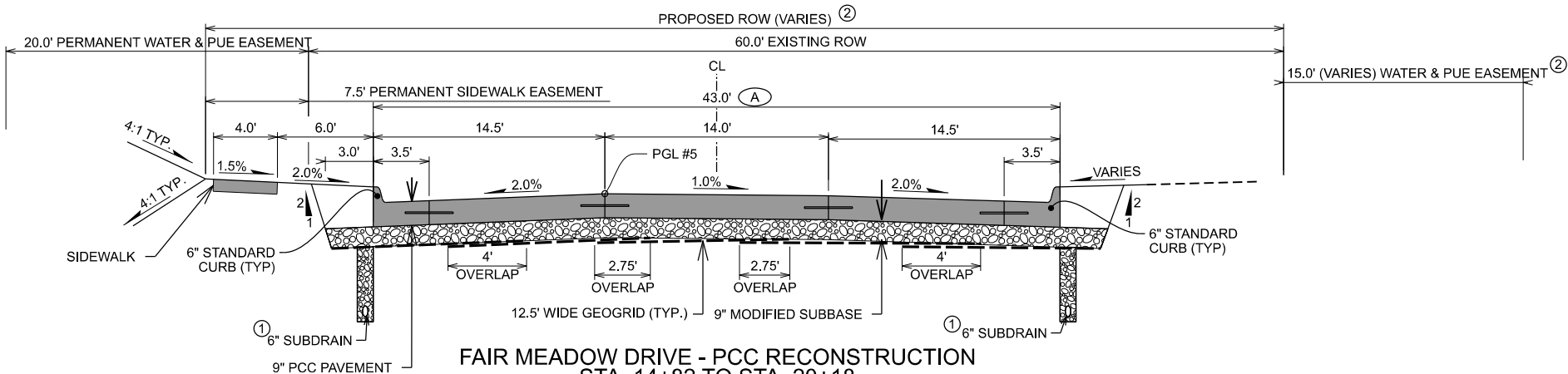
FAIR MEADOW DRIVE - PCC REPLACEMENT AND MILL AND FILL  
STA. 11+18 TO STA. 13+84

\* MATCH EXISTING ROADWAY CROSS SLOPE



- NOTES:
- ① REFER TO H-SHEETS FOR RIGHT-OF-WAY LAYOUT
  - ② REFER TO W-SHEETS FOR CROSS SECTION INFORMATION

FAIR MEADOW DRIVE - ASPHALT MILL AND FILL  
STA. 13+84 TO STA. 14+82



- NOTES:
- ① SUBDRAIN, CASE A TYPE 1, 6" DIA
  - ② REFER TO H-SHEETS FOR RIGHT-OF-WAY LAYOUT
  - ③ REFER TO L-SHEETS FOR GEOMETRIC AND JOINTING INFORMATION
  - ④ REFER TO W-SHEETS FOR CROSS SECTION INFORMATION
  - ⑤ REFER TO D-SHEETS FOR PLAN AND PROFILE INFORMATION

FAIR MEADOW DRIVE - PCC RECONSTRUCTION  
STA. 14+82 TO STA. 20+18

STATION TO STATION		(A) FEET
14+82.00	15+72.00	37'-43'
15+72.00	20+17.55	43'
20+17.55	21+85.44	VARIES SEE L.2

FAIR MEADOW DRIVE RECONSTRUCTION

TYPICAL CROSS SECTIONS AND DETAILS

WEBSTER CITY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM



Project No: 1220346A

Sheet B.1

Sheet B.1

Project No: 1220346A

MARK

Engineer: LEJ

Technician: EIG

Checked By: LCL

Date: 10/12/2023

Field Bk:

Pg:

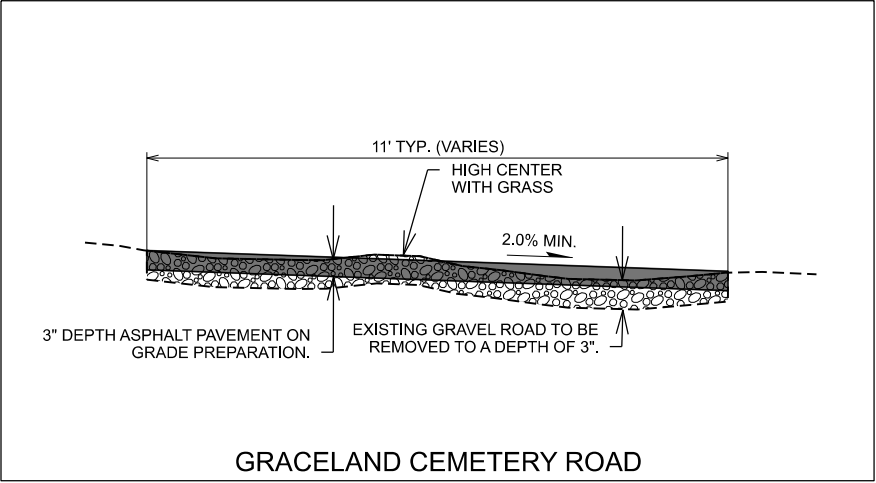
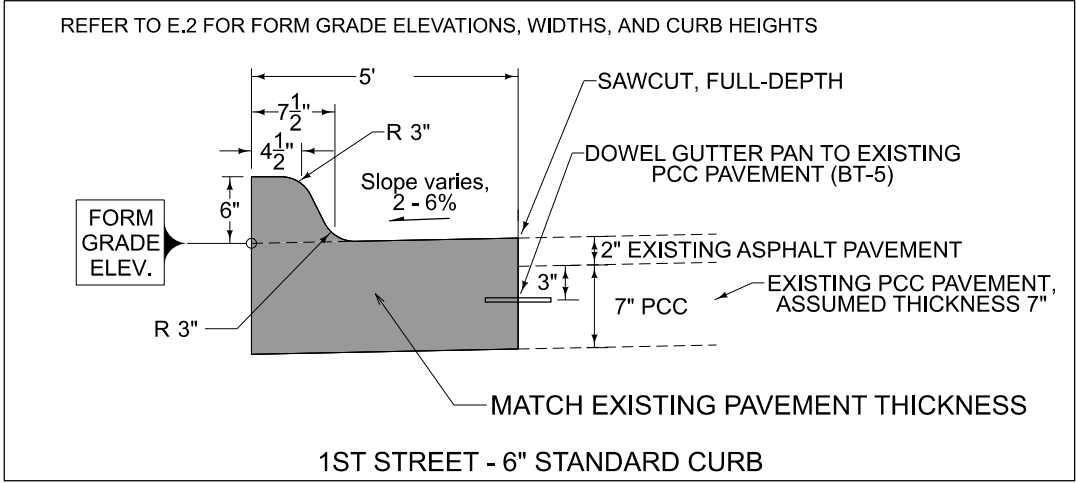
Scale: 1"= 20'

REVISION

DATE

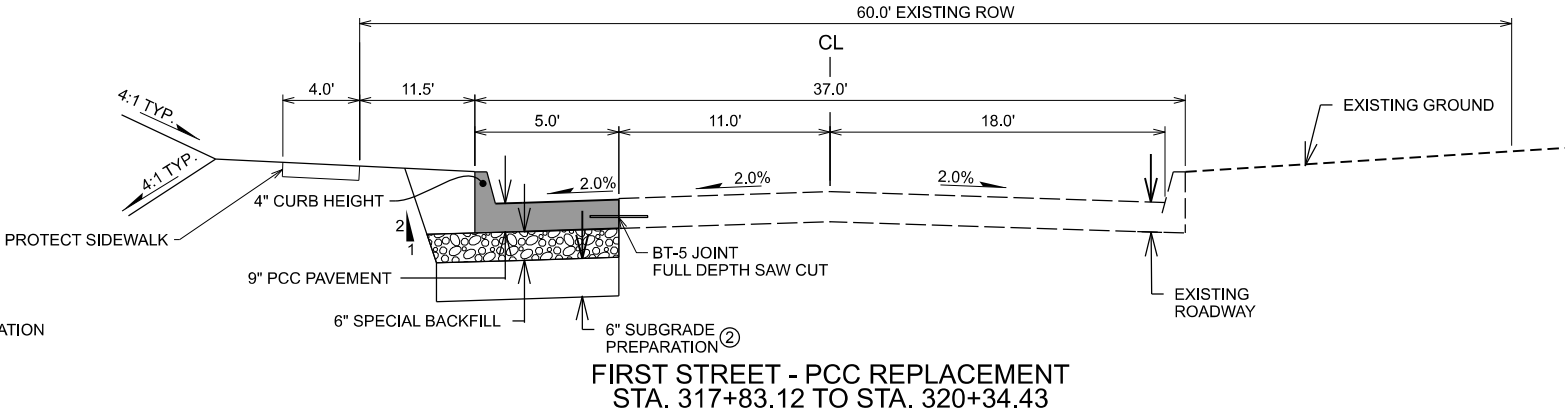
BY

C:\Users\hwa\OneDrive\Documents\Projects\1220346A\1220346A.dgn 10/12/2023 8:57:11 AM



NOTES:

- ① REFER TO SHEET E.2 FOR STAKING, GEOMETRIC, AND JOINTING INFORMATION
- ② INCIDENTAL TO SPECIAL BACKFILL PLACEMENT



FAIR MEADOW DRIVE RECONSTRUCTION		WEBSTER CITY, IOWA	
TYPICAL CROSS SECTIONS AND DETAILS		Project No: 1220346A	
SNYDER & ASSOCIATES, INC.		Sheet B.2	
2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM		DATE: 11/20/2023 Scale: 1"=20' Field Bk: Pg: 1	
Project No: 1220346A		Sheet B.2	



















OR:ColorHarMapPDF.aiadg  
V:\Library\CADD Standards\Library\Organization-Civil

10/12/2023  
10:51:25 AM

OpenRoadsDesktop - S&T  
V:\Projects\2022\1220346A\1\ACADD\CD\_1220346A\_C1-C9.dgn

100-24

04-21-15

PCC PAVEMENT

Location				Mainline			Total Area By Pavement Thickness			Modified Subbase	Geogrid	Sugrade Preparation	Remarks
Road Identification	Direction of Travel	Station to Station		Width	Length	Area	SY						
							11 IN	8 IN	6 IN				
				FT	FT	SY				SY	SY	SY	
Des Moines Street	Both	10+40.00	11+18.00	VARIES	78.0	118.0		118.0		130.6		130.6	Full Depth Patch, Subgrade Prep. is incidental
Des Moines Street	Both	10+45.27	10+58.52	VARIES	13.3	17.0		17.0		21.6		21.6	Full Depth Patch, Subgrade Prep. is incidental
Fair Meadow	WB	11+18.00	11+27.97	VARIES	10.0	9.1	9.1			12.5		12.5	Widening
Fair Meadow	WB	11+27.97	13+84.00	7.0	256.0	199.1	199.1			284.5		284.5	Widening
Fair Meadow	Both	14+82.00	15+72.00	VARIES	90.0	400.0		490.0		460.1	460.1		
Fair Meadow	Both	15+72.00	20+17.55	43.0	445.6	2124.1		2569.7		2415.1	2415.1		
Fair Meadow	EB	20+17.55	20+55.44	VARIES	37.9	57.9		95.8		70.5	70.5		
Fair Meadow	EB	20+55.44	20+78.94	VARIES	23.5	28.1		51.6		35.9	35.9		
Fair Meadow	EB	20+78.94	21+38.94	8.5	60.0	56.7		116.7		76.7	76.7		
Fair Meadow	EB	21+38.94	21+85.44	VARIES	46.5	28.4		74.9		43.9	43.9		
Fair Meadow	WB	16+43.00	17+35.00		92.0	123.4			123.4			123.4	Temporary Pavement, Subgrade Prep. Is incidental
Fair Meadow	EB	18+73.46	19+23.64		50.2	188.3			188.3			188.3	Temporary Pavement, Subgrade Prep. Is incidental

100-25  
MODIFIED

HMA PAVEMENT																	

113-1  
04-16-19

113-1A  
04-16-19

112-4  
10-21-14

110-1

04-16-13

REMOVAL OF PAVEMENT

Refer to Tabulation 102-5

\* Not a Bid Item

Begin Station	End Station	Side	Pavement Type	Area	Saw Cut*	Remarks
				SY	LF	
10+40.00	11+18.00	LT	PCC	118.0	127.0	Full Depth Patch Area
11+18.00	13+84.00	LT	HMA/PCC	206.6	274.0	
14+82.00	21+85.00	BOTH	HMA/PCC	2312.7	302.0	
317+84.42	320+34.42	LT	HMA/PCC	138.9	260.0	Temporary Pavement
16+43.00	17+35.00	LT	PCC	123.4		
18+73.46	19+23.64	RT	PCC	188.3		

					110-4 08-01-08
<b>CURB AND GUTTER REMOVAL</b>					
Begin Station	End Station	Side	Length	Remarks	
			LF		
302+96.31	303+20.68	LT	25.0		

<div>110-5</div> <div>10-20-15</div> <div><b>SIDEWALK REMOVAL</b></div> <div>* Not a bid item</div>				
Begin Station	End Station	Area	Saw Cut*	Remarks
		SY	LF	
13+31.92	15+12.15	78.2	0.0	
15+54.04	16+07.12	23.8	0.0	
16+46.79	16+78.57	14.2	4.0	
17+99.75	18+10.21	5.1	4.0	
18+47.82	18+84.68	16.3	4.0	
19+65.00	19+65.00	4.5	3.0	
22+20.00	22+40.00	20.7	4.0	
302+88.25	302+97.25	4.5	4.5	
303+19.75	303+28.75	4.5	4.5	

[illegible]

108-29  
04-21-15

PAVEMENT MARKING SYMBOLS AND LEGENDS

Refer to PM-111

Road Identification	Location																							Groove Cuts	Remarks	
	Station	Side																								
																										STAW
Fair Meadow	16+23.00	CNT			1																				1	
Fair Meadow	16+43.00	CNT			1																				1	
Fair Meadow	19+37.00	CNT			1																				1	
Fair Meadow	19+57.00	CNT			1																				1	
Fair Meadow	21+09.49	CNT			1																				1	
Fair Meadow	21+10.59	RT				1																			1	
Fair Meadow	21+55.14	CNT																		1					1	
Fair Meadow	22+13.66	CNT			1																				1	
Fair Meadow	21+98.22	RT				1																			1	

172of 567

[illegible]

Fair Meadow Drive Reconstruction

Quantities and General Information

Webster City, Iowa

Snyder & Associates, Inc.

2727 SW Snyder Blvd  
Ankeny, Iowa 50023  
515-964-2020 | www.snyder-associates.com







10/12/2023 10:52:03 AM  
OpenRoadsDesigner\_S&A  
V:\Projects\2022\1220346A\14\CADD\CD\_1220346A\_C1-C9.dgn

ORCColorHarmonizer.jadg  
V:\Utility\CADD\Standard\Utility\Organization-C.rvt

ADJUSTMENT OF FIXTURES				104-10 08-01-08
No.	Location Station	Type of Fixture	Adjustment	
1	12+11.72, 0.25' LT	Sanitary Manhole	Verify adjustment in field. Milling/Overlay location. Adjustment includes PCC boxout.	
2	13+76.79, 1.75' RT	Storm Manhole	Verify adjustment in field. Milling/Overlay location. Adjustment includes PCC boxout.	
3	15+11.96, 8.95' LT	Sanitary Manhole	Existing Rim = 1073.92, Proposed Rim = 1074.02. Floating Casting SW-601, Type B	
4	15+17.30, 2.14' LT	Storm Manhole	Existing Rim = 1074.06, Proposed Rim = 1074.02	
5	16+71.94, 4.69' LT	Storm Manhole	Existing Rim = 1072.67, Proposed Rim = 1072.51	
6	18+09.02, 15.50' LT	Sanitary Manhole	Existing Rim = 1070.76, Proposed Rim = 1071.05	
7	18+74.66, 5.88' LT	Storm Manhole	Existing Rim = 1070.21, Proposed Rim = 1070.35	
8	19+00.12, 15.18' LT	Sanitary Manhole	Existing Rim = 1069.64, Proposed Rim = 1069.69	
9	19+29.43, 31.47' RT	Sanitary Manhole	Existing Rim = 1068.99, Proposed Rim = 1069.06	
10	19+64.92, 27.35' RT	Storm Manhole	Existing Rim = 1068.40, Proposed Rim = 1069.09	
11	20+39.05, 21.23' LT	Sanitary Manhole	Existing Rim = 1067.76, Proposed Rim = 1067.78	

WATER MAIN PIPE								SA-M1
Road Identification	Begin Station	End Station	Side	Length	Size	Type	Remarks	
					Inches			
FAIR MEADOW DR.	200+00.00	202+87.00	NORTH	287	12	12" C900		
FAIR MEADOW DR.	202+87.00	206+18.00	BOTH	331	12	12" C900		
FAIR MEADOW DR.	206+18.00	208+36.36	SOUTH	218	12	12" C900		
FAIR MEADOW DR.	208+36.36	209+03.95	SOUTH	68	12	12" C900		
			TOTALS:					
			C900	904	12			

STORM SEWER																	104-5B 10-20-15			
1 Diameter or equivalent diameter																				
* Bid Item																				
INTAKES AND UTILITY ACCESSES							PIPES													
							Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe. An additional 2 ft length is added to each side of the Design Length to account for estimated length to center of structures.													
No.	Location Station and Offset	*Type or Standard Road Plan	Form Grade	Bottom Well	Rim	Notes	Line Number	Intake/Utility Access No.		Class 'D'	Pipe Size <sup>1</sup>	Bid* Length	Design Length	Slope %	Connected Pipe Joint (DR-121)	Flow Lines			Pipe Profile Sheet No.	Notes
			Elev.	Elev.	Elev.			From	To		IN	FT	FT		Type	Inlet Elevation	Outlet Elevation	Other Elevation		
ST-01A	13+76.00, 18.50' LT	SW-507	1074.93	1070.71			P-01	EX	ST-01	III	15	8	6			VERIFY	1071.99			VERIFY TIE-IN
ST-01	13+85.32, 24.59' RT	SW-507	1074.63	1071.42			P-02	ST-01	EX	III	15	8	6			1071.92	VERIFY			VERIFY TIE-IN
ST-02	16+71.28, 18.50' LT	SW-507	1072.24	1067.85			P-03	ST-01A	EX	III	15	8	6			1071.21	VERIFY			VERIFY TIE-IN
ST-03	16+79.08, 24.50' RT	SW-505	1072.02	1067.81			P-04	EX	ST-01A	PVC	8	8	6			VERIFY	1071.51			VERIFY TIE-IN
ST-04	19+46.00, 3.25' LT	SW-401 (72")		1059.90	1069.10		P-05	ST-03	EX	III	15	14	12			1068.31	VERIFY			VERIFY TIE-IN
ST-05	20+03.70, 19.09' LT	SW-507	1068.17	1064.55			P-05A	ST-02	EX	III	15	8	6			1068.35	VERIFY			VERIFY TIE-IN
ST-05A	20+01.86, 30.40' LT	NYLOPLAST INTAKE		1065.75	1068.55		P-06	EX	ST-04	III	36	8	6			VERIFY	1060.50			VERIFY TIE-IN
ST-06	20+12.75, 24.50' RT	SW-541	1068.01	1063.89			P-07	ST-04	EX	III	36	8	6			1060.40	VERIFY			VERIFY TIE-IN
							P-08	EX	ST-04	III	15	8	6			VERIFY	1062.10			VERIFY TIE-IN
							P-08A	EX	EX	III	15	68	68	3.60		1066.62	1064.17			
							P-09	ST-05A	ST-05	PVC	12	13	11	1.00		1066.25	1065.15			
							P-10	ST-05	EX	III	15	8	6			1065.05	VERIFY			VERIFY TIE-IN
							P-11	ST-06	EX	III	15	8	6			1064.39	VERIFY			VERIFY TIE-IN
							P-12	EX	ST-06	III	15	8	6			VERIFY	1064.49			VERIFY TIE-IN

WATER MAIN FITTINGS BY COUNT					SA-M2
Road Identificaiton	Station	Offset	Type	Remarks	
FAIR MEADOW DR.	200+00.00		CONNECTION TO EX 12" DIP	12" X 12" TAPPING SLEEVE	
FAIR MEADOW DR.	200+03.44		12" TAPPING VALVE		
FAIR MEADOW DR.	202+87.00		FIRE HYDRANT ASSEMBLY		
FAIR MEADOW DR.	203+13.94		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	203+45.11		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	204+70.00		12" GATE VALVE		
FAIR MEADOW DR.	205+24.61		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	205+50.00		12" 45 DEG BEND	VERTICAL	
FAIR MEADOW DR.	205+53.50		12" 45 DEG BEND	VERTICAL	
FAIR MEADOW DR.	206+13.00		12" 45 DEG BEND	VERTICAL	
FAIR MEADOW DR.	206+16.00		12" 45 DEG BEND	VERTICAL	
FAIR MEADOW DR.	206+18.00		FIRE HYDRANT ASSEMBLY		
FAIR MEADOW DR.	206+48.39		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	207+27.89		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	207+36.26		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	208+35.14		12"x6" TEE		
FAIR MEADOW DR.	208+35.14	2.00' LT	6" GATE VALVE		
FAIR MEADOW DR.	208+80.31		12" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	208+93.25		12" GATE VALVE		
FAIR MEADOW DR.	209+00.17	6.62' RT	8" 45 DEG BEND	HORIZONTAL	
FAIR MEADOW DR.	209+00.21	3.00' RT	8" GATE VALVE		
FAIR MEADOW DR.	209+00.25		12"x8" TEE		
FAIR MEADOW DR.	209+03.95		CONNECTION TO EX 12" DIP		
FAIR MEADOW DR.	209+20.16	27.20' RT	8" 90 DEG BEND		
FAIR MEADOW DR.	209+22.74	24.68' RT	8" CAP		
	TOTALS:	QUANTITY	WEIGHT (LBS.)		
	FIRE HYDRANT ASSEMBLY	2			
	6" GATE VALVE	1			
	12" GATE VALVE	2			
	8" 90 DEG BEND	1	61 x 1 = 61		
	12" 45 DEG BEND	11	101 x 11 = 1111		
	12"x6" TEE	1	113 x 1 = 113		
	12"x8" TEE	1	123 x 1 = 123		
	12" TAPPING VALVE	1			
	8" CAP	1			
	1" WATER SERVICE	2			
	4" WATER SERVICE	1			
	6" WATER SERVICE	1			
	8" WATER SERVICE	1			
	CONNECTION TO EXISTING	2			


FAIR MEADOW DRIVE RECONSTRUCTION

QUANTITIES AND GENERAL INFORMATION

SNYDER & ASSOCIATES, INC.

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

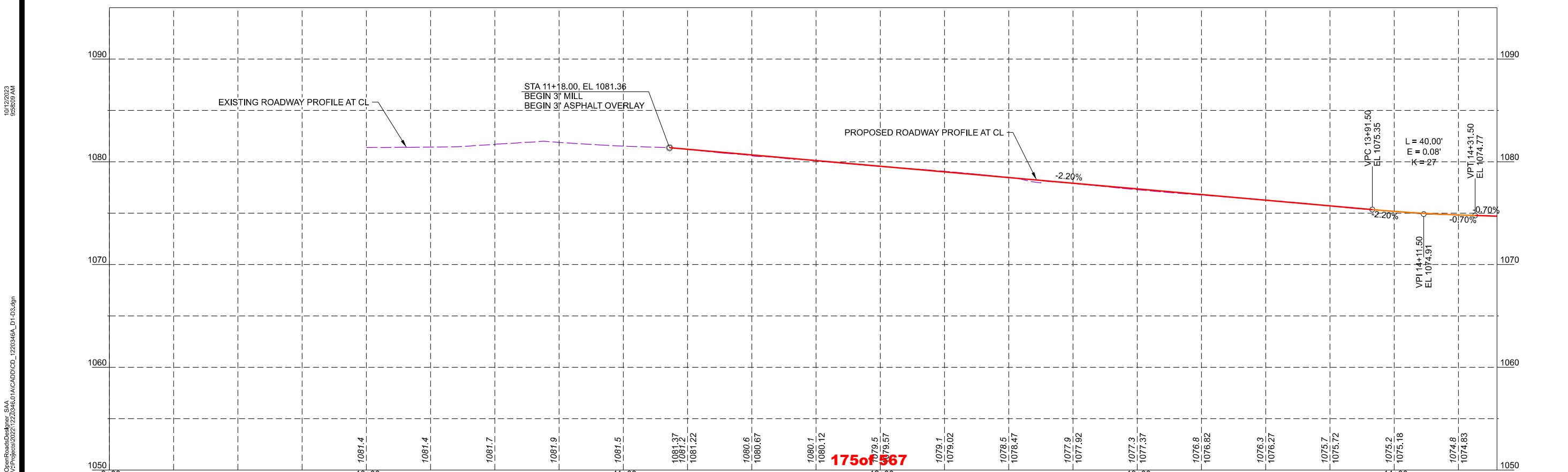
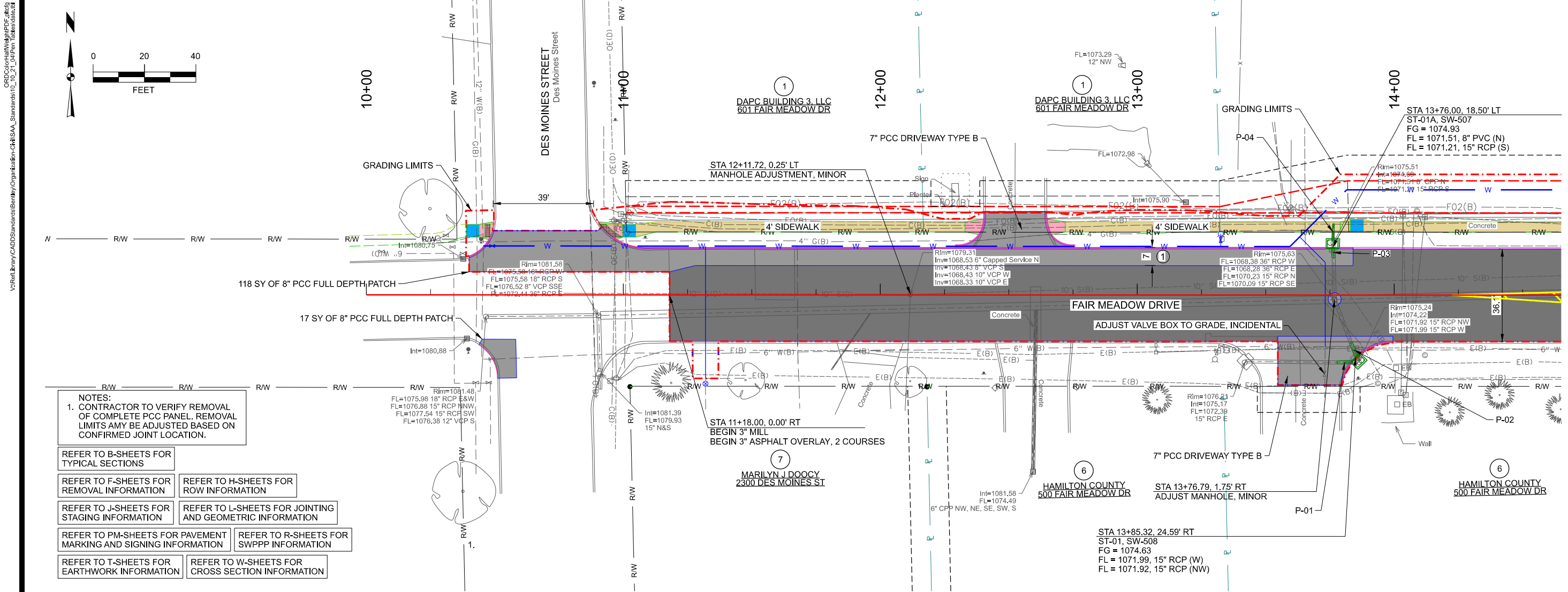
Project No: 1220346A

Sheet C.9

OpenRoadsDesktop - S:\1\Projects\1220346A\1220346A\_1220346A\_D1-03.dgn  
V:\Rail\Bentley\CADStandards\Bentley\Organization\ChilisaA\_Standards\1220346A\_1220346A\_D1-03.dgn

10/12/2023  
12:55:59 AM

OpenRoadsDesktop - S:\1\Projects\1220346A\1220346A\_1220346A\_D1-03.dgn  
V:\Rail\Bentley\CADStandards\Bentley\Organization\ChilisaA\_Standards\1220346A\_1220346A\_D1-03.dgn



# FAIR MEADOW DRIVE RECONSTRUCTION

FAIR MEADOW DRIVE PLAN AND PROFILE

WEBSTER CITY, IOWA



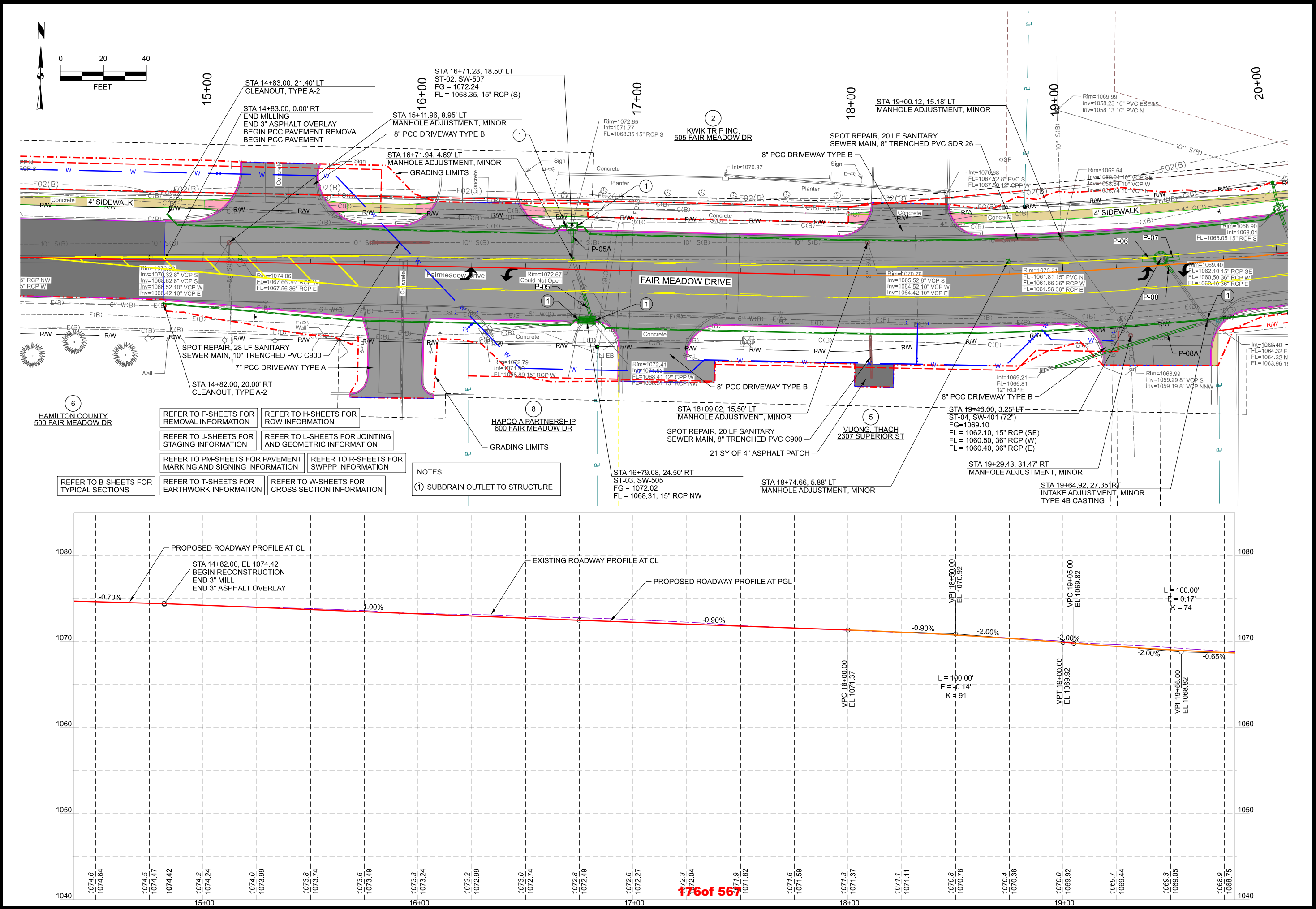
Project No: 1220346A  
Sheet D.1

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 20'	
Technician: EIG	Date: 10/12/2023	Field Bk:	
Project No: 1220346A			
Sheet D.1			

OpenRoadsDesktop - S:\1\Projects\1220346A\1220346A.dgn  
10/12/2023 10:11 AM  
V:\RailLibrary\CADDStandards\Bentley\Organization\CHW\SAAS\_Standards\VC\_02\_LandPlan.dwg  
ORCColorWeightPDF.dwg



MARK	REVISION	DATE	BY
	1	10/12/2023	LEJ
	2	10/12/2023	LEJ
	3	10/12/2023	LEJ
	4	10/12/2023	LEJ
	5	10/12/2023	LEJ
	6	10/12/2023	LEJ
	7	10/12/2023	LEJ
	8	10/12/2023	LEJ
	9	10/12/2023	LEJ
	10	10/12/2023	LEJ
	11	10/12/2023	LEJ
	12	10/12/2023	LEJ
	13	10/12/2023	LEJ
	14	10/12/2023	LEJ
	15	10/12/2023	LEJ
	16	10/12/2023	LEJ
	17	10/12/2023	LEJ
	18	10/12/2023	LEJ
	19	10/12/2023	LEJ
	20	10/12/2023	LEJ

Scale: 1" = 20'

Field Bk: Pg.

Project No: 1220346A

Sheet D.2

WEBSTER CITY, IOWA

FAIR MEADOW DRIVE PLAN AND PROFILE

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

**SNYDER & ASSOCIATES, INC.**

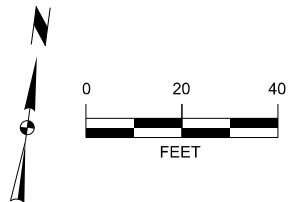
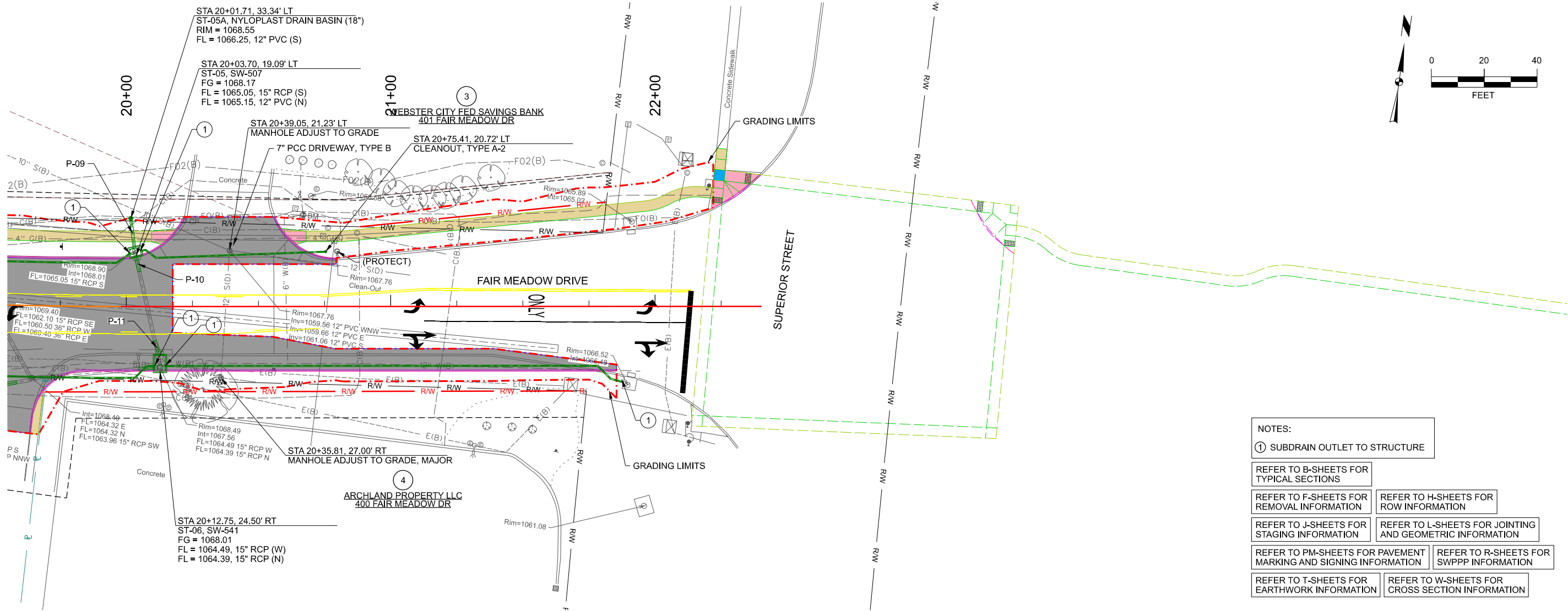
**SNYDER & ASSOCIATES**

Project No: 1220346A

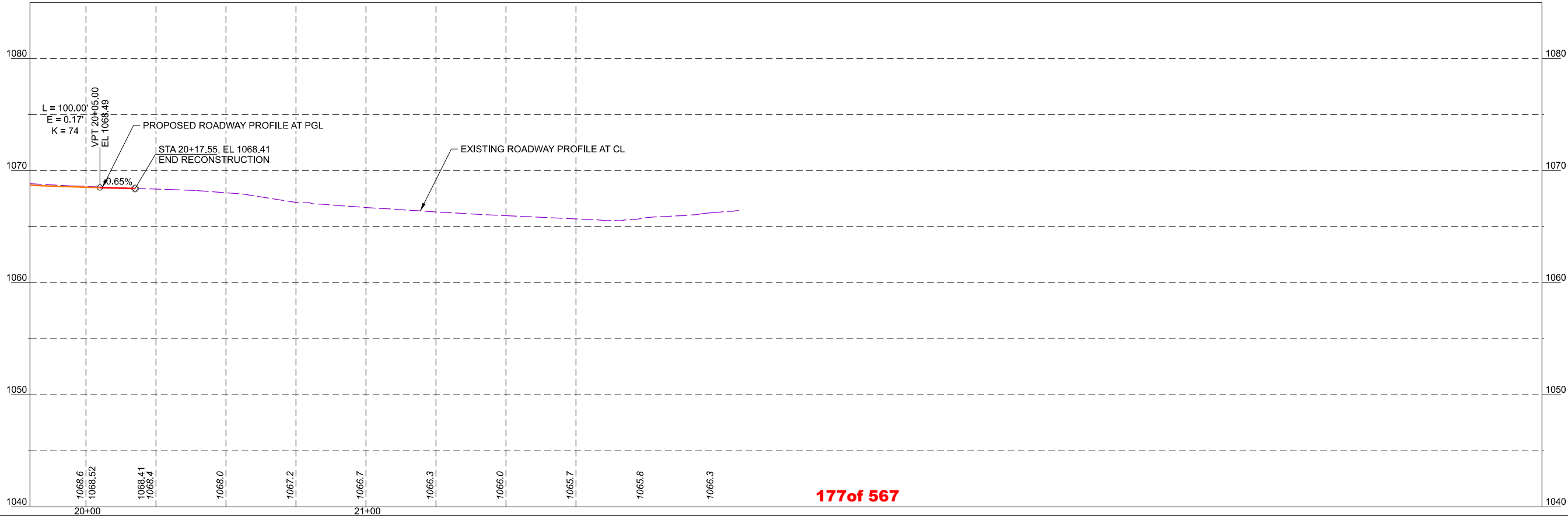
Sheet D.2



10/12/2023 10:12:03 AM  
C:\Users\hwa\OneDrive\Documents\1220346A\1220346A\_D1-03.dgn  
OpenRoadsDesktop - SAT  
V:\Projects\1220346A\1220346A\1220346A\_D1-03.dgn

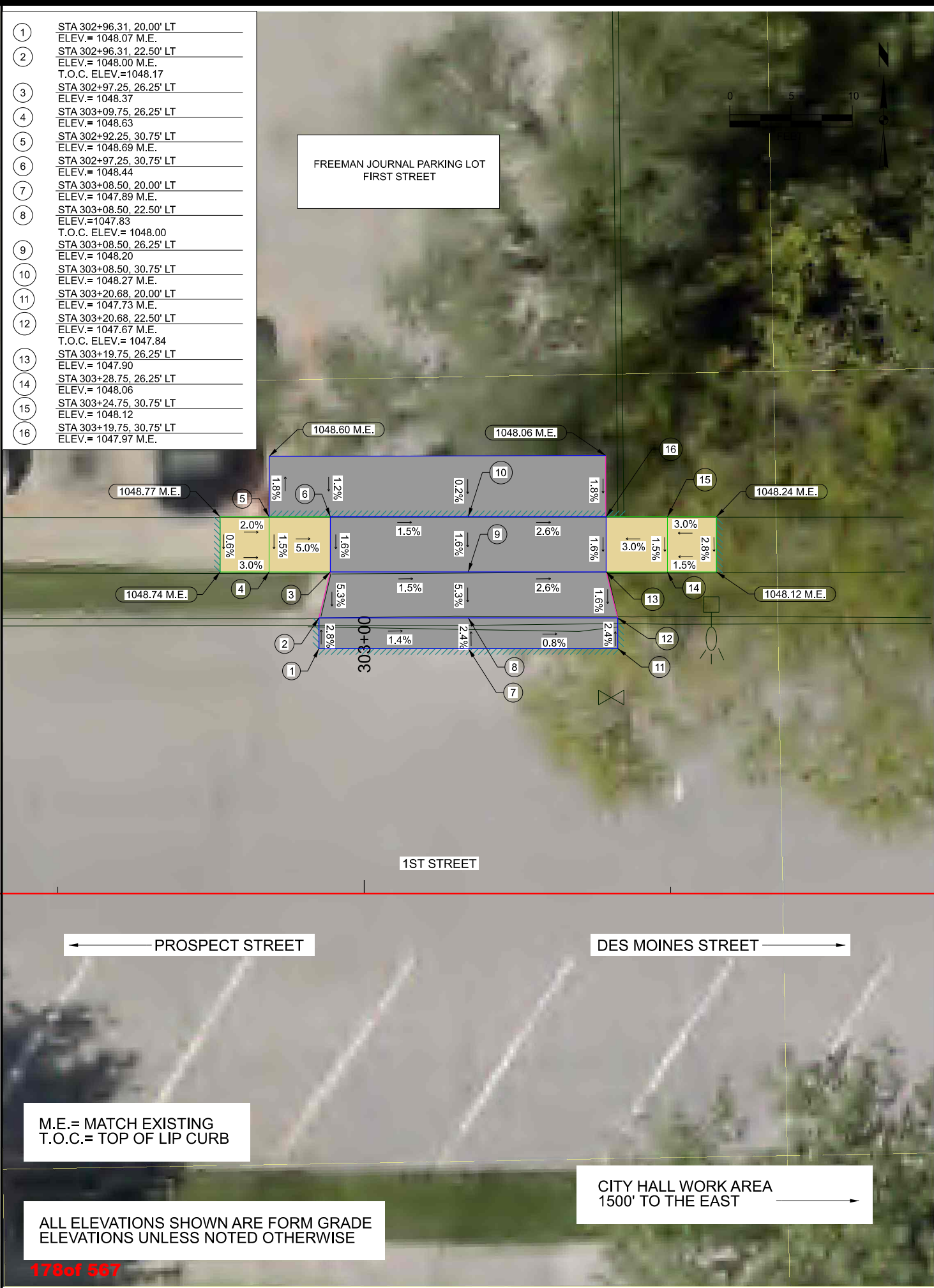
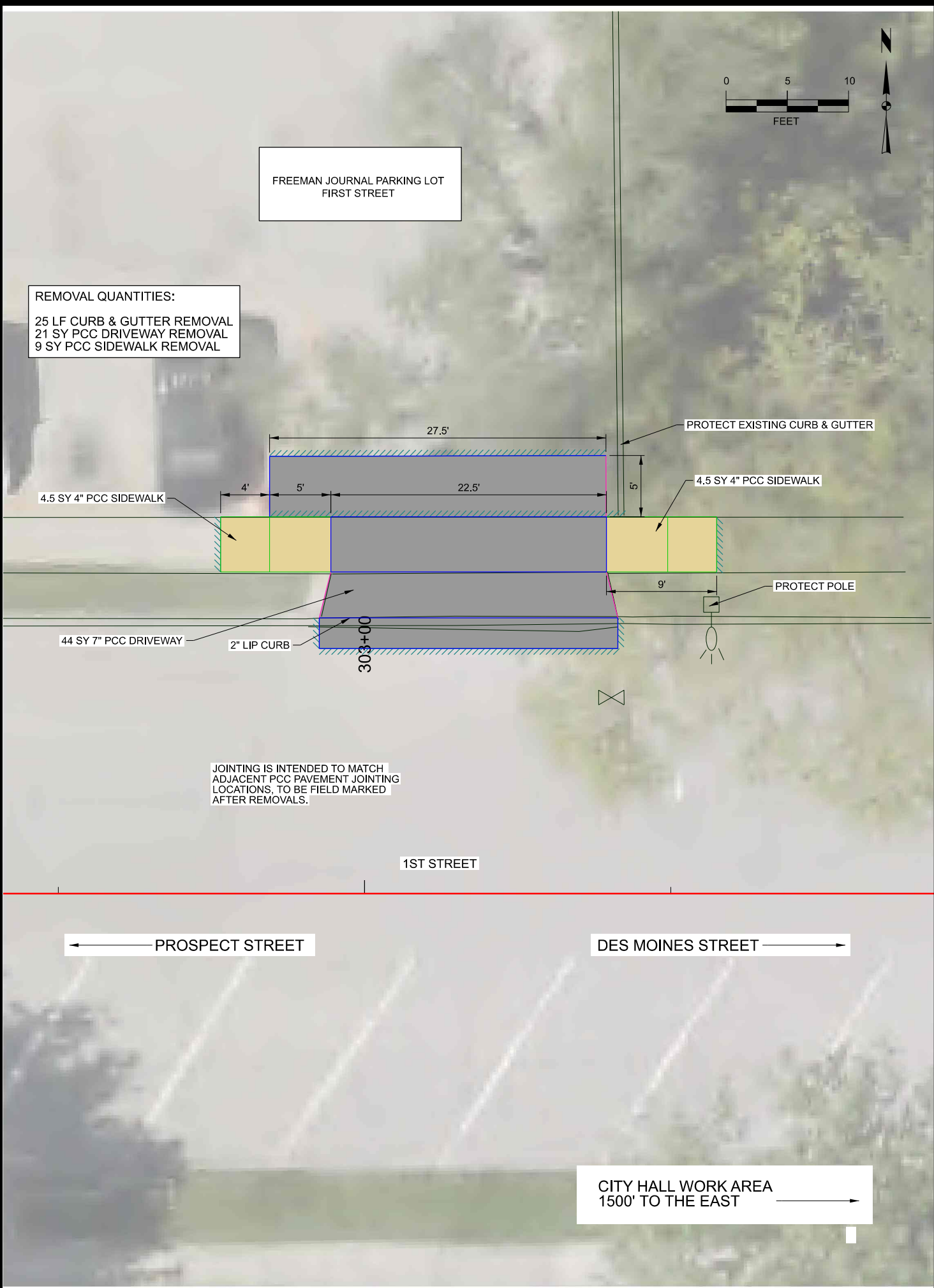


- NOTES:
- ① SUBDRAIN OUTLET TO STRUCTURE
  - REFER TO B-SHEETS FOR TYPICAL SECTIONS
  - REFER TO F-SHEETS FOR REMOVAL INFORMATION
  - REFER TO J-SHEETS FOR STAGING INFORMATION
  - REFER TO PM-SHEETS FOR PAVEMENT MARKING AND SIGNING INFORMATION
  - REFER TO T-SHEETS FOR EARTHWORK INFORMATION
  - REFER TO H-SHEETS FOR ROW INFORMATION
  - REFER TO L-SHEETS FOR JOINTING AND GEOMETRIC INFORMATION
  - REFER TO R-SHEETS FOR SWPPP INFORMATION
  - REFER TO W-SHEETS FOR CROSS SECTION INFORMATION



FAIR MEADOW DRIVE RECONSTRUCTION		WEBSTER CITY, IOWA	
FAIR MEADOW DRIVE PLAN AND PROFILE		SNYDER & ASSOCIATES, INC.	
Project No: 1220346A		Sheet D.3	
10/12/2023 10:12:03 AM		2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM	

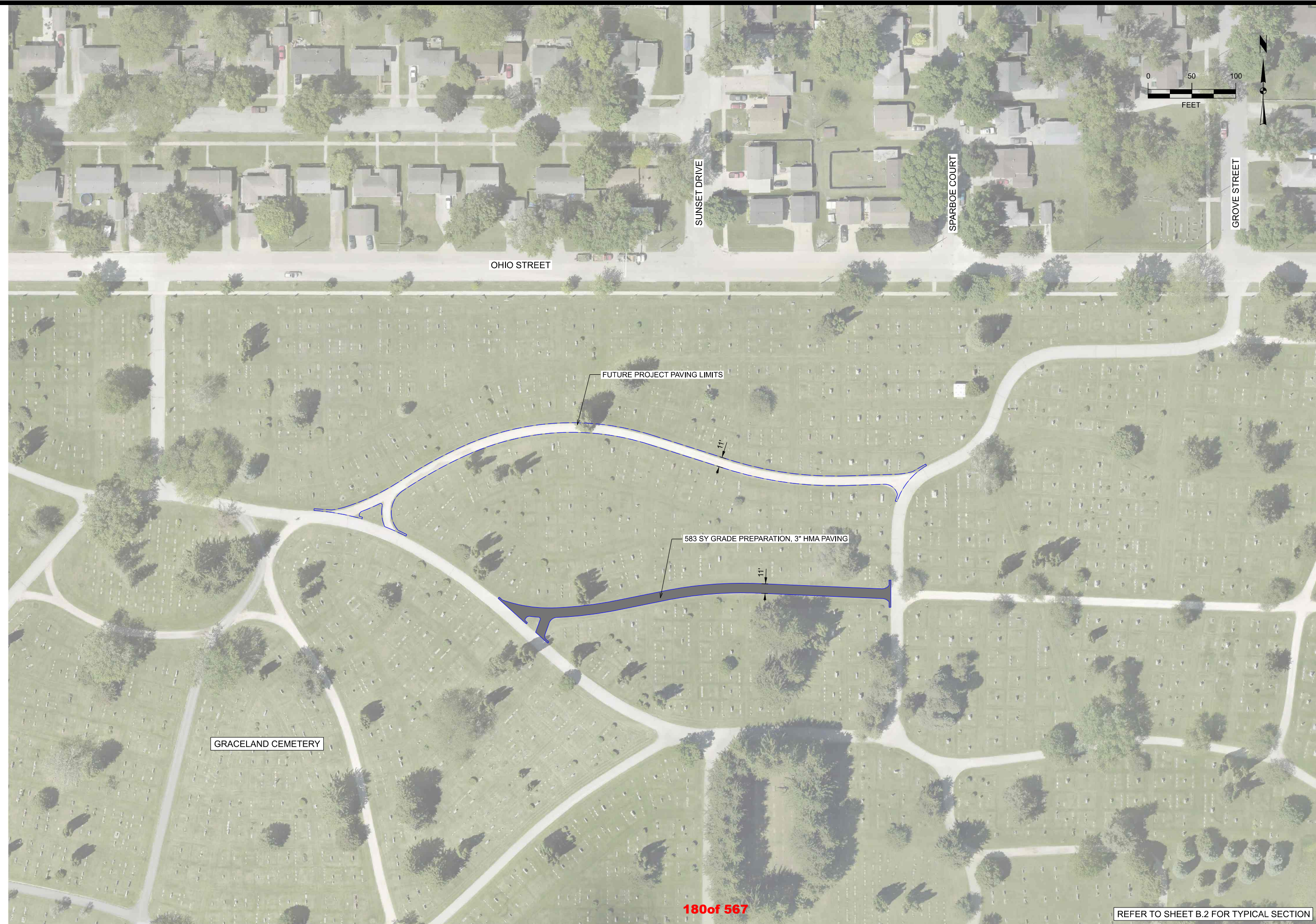
OpenRoadsOnline - SAT  
C:\Projects\2022\1220346A\1220346A\_1220346A\_E1.dgn  
10/12/2023 10:42:03 AM  
ORSColorHarMapPDF.plt  
CivilLibrary\AEC\Standards\Symbol\Organization=Civil



FAIR MEADOW DRIVE RECONSTRUCTION		WEBSTER CITY, IOWA	
FREEMAN JOURNAL DRIVEWAY PLAN AND GEOMETRICS		SNYDER & ASSOCIATES, INC.	
Project No: 1220346A		Sheet E.1	
2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM		178 of 567	







REFER TO SHEET B.2 FOR TYPICAL SECTION



**SNYDER**  
& ASSOCIATES

Project No: 1220346A

Sheet E.3

# FAIR MEADOW DRIVE RECONSTRUCTION

GRACELAND CEMETERY ROADWAY PAVING PLAN

**SNYDER & ASSOCIATES, INC.**

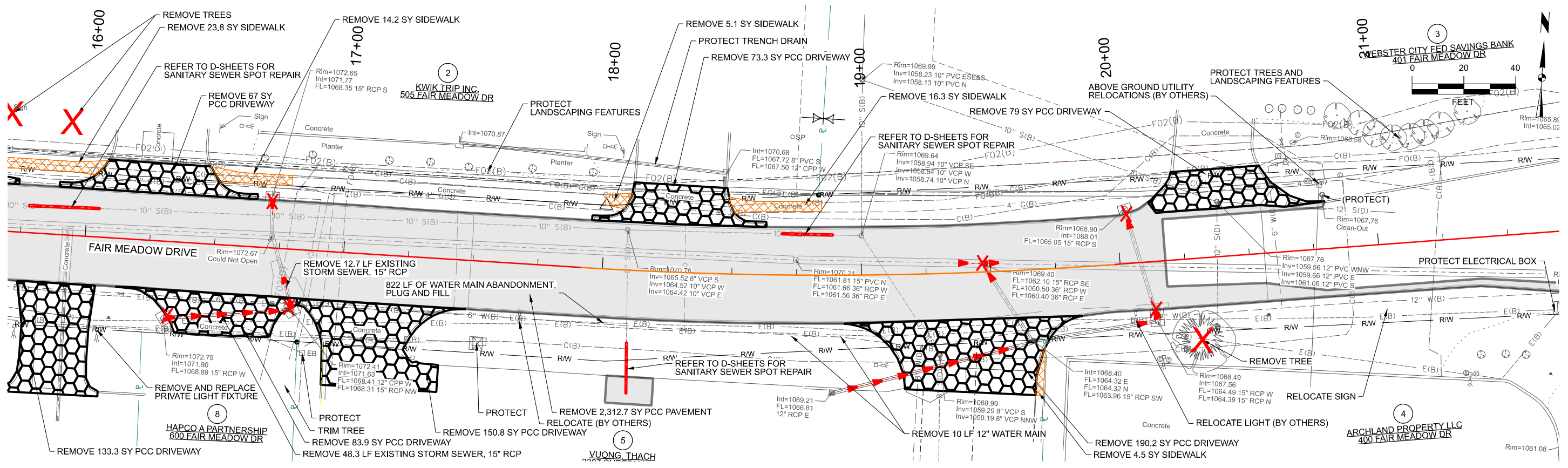
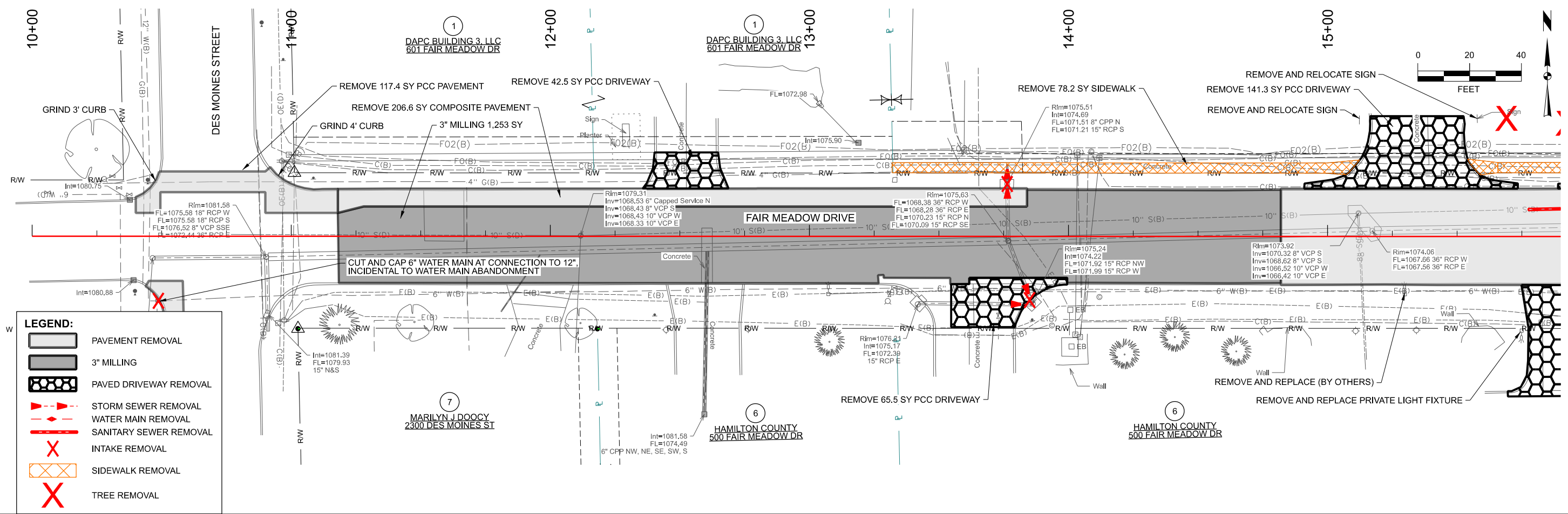
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
| WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A Sheet E.3

[illegible]



CRS:ColorHatchMapPDF.ctb  
C:\Users\jcd\OneDrive\Documents\Standard\Library\Organization\ColorHatchMapPDF.ctb  
10/12/2023 8:52:52 AM  
OpenRoadsDesktop - SAT  
C:\ProgramData\Bentley\OpenRoadsDesktop\1220346A\_F1.dgn



Project No: 1220346A		Sheet F.1	
MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 20'	
Technician: EIG	Date: 10/12/2023	Field Bk:	
Project No: 1220346A			
WEBSTER CITY, IOWA			
REMOVALS			
SNYDER & ASSOCIATES, INC.			
2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM			
Project No: 1220346A			
Sheet F.1			

OpenRoadsDesigner\_S&T\_V17.0.0.0.02212220346A\_1220346A\_G1.dgn 10/12/2023 8:55:39 AM

CRS:ColorHarMapDef.ctb

\\net\library\CADD\Standards\Bentley\Organization\Civil

WATER MAIN			
Alignment Name: WATER			
Alignment Description:			
Alignment Style:	Alignment\Geom_Baseline	Station	
		Northing	Easting
Element: Linear			
START ( )	200+00.000	8572583.198	14773256.209
HPI ( )	203+13.945	8572581.440	14773570.149
Tangential Direction: S89.679°E			
Tangential Length: 313.945			
Element: Linear			
HPI ( )	203+13.945	8572581.440	14773570.149
HPI ( )	203+45.107	8572603.351	14773592.308
Tangential Direction: N45.321°E			
Tangential Length: 31.163			
Element: Linear			
HPI ( )	203+45.107	8572603.351	14773592.308
HPI ( )	205+45.107	8572602.374	14773792.305
Tangential Direction: S89.720°E			
Tangential Length: 200.000			
Element: Linear			
HPI ( )	205+45.107	8572602.374	14773792.305
HPI ( )	206+68.893	8572514.418	14773879.407
Tangential Direction: S44.720°E			
Tangential Length: 123.786			
Element: Linear			
HPI ( )	206+68.893	8572514.418	14773879.407
HPI ( )	207+27.893	8572514.127	14773938.406
Tangential Direction: S89.717°E			
Tangential Length: 59.000			
Element: Linear			
HPI ( )	207+27.893	8572514.127	14773938.406
HPI ( )	207+40.578	8572522.910	14773947.557
Tangential Direction: N46.177°E			
Tangential Length: 12.684			
Element: Linear			
HPI ( )	207+40.578	8572522.910	14773947.557
HPI ( )	208+80.312	8572522.436	14774087.291
Tangential Direction: S89.805°E			
Tangential Length: 139.735			
Element: Linear			
HPI ( )	208+80.312	8572522.436	14774087.291
END ( )	209+03.947	8572539.361	14774103.787
Tangential Direction: N44.264°E			
Tangential Length: 23.635			

1ST STREET			
Alignment Name: 1ST			
Alignment Description:			
Alignment Style:	Alignment\Geom_Baseline	Station	
		Northing	Easting
Element: Linear			
START ( )	300+00.000	8577993.227	14772449.641
HPI ( )	306+00.000	8577992.166	14773049.640
Tangential Direction: S89.899°E			
Tangential Length: 600.000			
Element: Linear			
HPI ( GeomBL )	306+00.000	8577992.166	14773049.640
END ( )	320+50.000	8577998.793	14774499.625
Tangential Direction: N89.738°E			
Tangential Length: 1450.000			

FAIR MEADOW DRIVE			
Alignment Name: FairMeadow			
Alignment Description:			
Alignment Style:	Alignment\Geom_Baseline	Station	
		Northing	Easting
Element: Linear			
START ( )	10+00.000	8572564.404	14773210.602
PC ( )	17+91.998	8572560.350	14774002.590
Tangential Direction: S89.707°E			
Tangential Length: 791.998			
Element: Circular			
PC ( )	17+91.998	8572560.350	14774002.590
HPI ( )	18+95.139	8572559.821	14774105.729
CC ( )		8574060.330	14774010.269
PT ( )	19+97.956	8572573.416	14774207.970
Radius: 1500.000			
Delta: 7.867° Left			
Degree of Curvature (Arc): 3.820°			
Length: 205.958			
Tangent: 103.141			
Chord: 205.796			
Middle Ordinate: 3.533			
External: 3.542			
Back Tangent Direction: S89.707°E			
Back Radial Direction: S0.293°W			
Chord Direction: N86.360°E			
Ahead Radial Direction: S7.574°E			
Ahead Tangent Direction: N82.426°E			
Element: Linear			
PT ( )	19+97.956	8572573.416	14774207.970
END ( )	22+40.268	8572605.353	14774448.168
Tangential Direction: N82.426°E			
Tangential Length: 242.312			

Control Points & Benchmarks

CP1 N=8572608.78 E=14774227.28 ELEV=1068.51  
CUT "X" TOP OF CURB, WEST SIDE BANK ENTRANCE, NORTH END OF RADIUS.

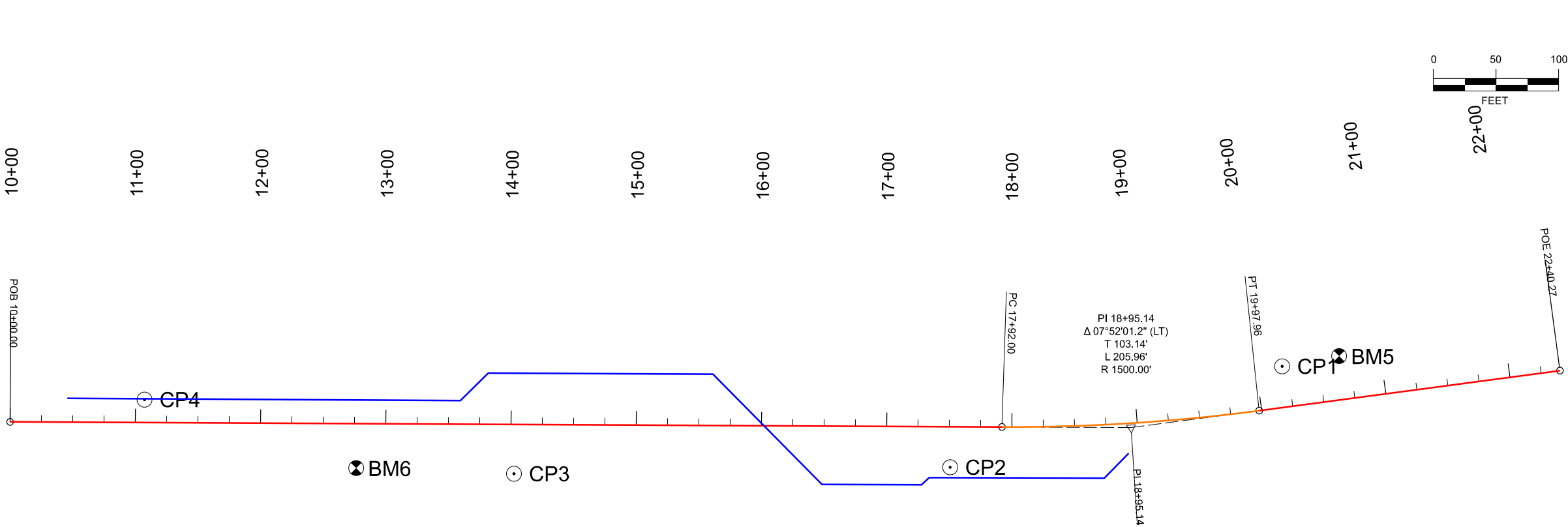
CP2 N=8572528.16 E=14773962.18 ELEV=1071.85  
CUT "X" SOUTHWEST CORNER CONCRETE PAD, SOUTH SIDE FAIRMEADOWS, ACROSS FROM KWIK STAR.

CP3 N=8572522.99 E=14773613.86 ELEV=1075.80  
CUT "X" NORTHEAST CORNER TRANSFORMER PAD, SOUTH SIDE FAIRMEADOWS, EAST OF ENTRANCE TO HCCS (HAMILTON COUNTY COMMUNITY SERVICES).

CP4 N=8572582.19 E=14773318.88 ELEV=1081.36  
CUT "X" TOP OF CURB AT STOP SIGN, NORTHEAST QUADRANT OF FAIRMEADOWS & DES MOINES.

BM5 N=8572617 E=14774272 ELEV=1069.59  
BURY BOLT ON HYDRANT EAST END OF PROJECT AT BANK.

BM6 N=8572527 E=14773487 ELEV=1079.21  
EAST LIGHT POLE BASE, WEST DRIVE TO HCCS



FAIR MEADOW DRIVE RECONSTRUCTION

SURVEY SHEETS

WEBSTER CITY, IOWA



Project No: 1220346A

Sheet G.1

SNYDER & ASSOCIATES, INC. | 2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Sheet G.1

Project No: 1220346A

MARK

Engineer: LEJ

Technician: ELG

REVISION

Checked By: LCL

Date: 10/12/2023

DATE

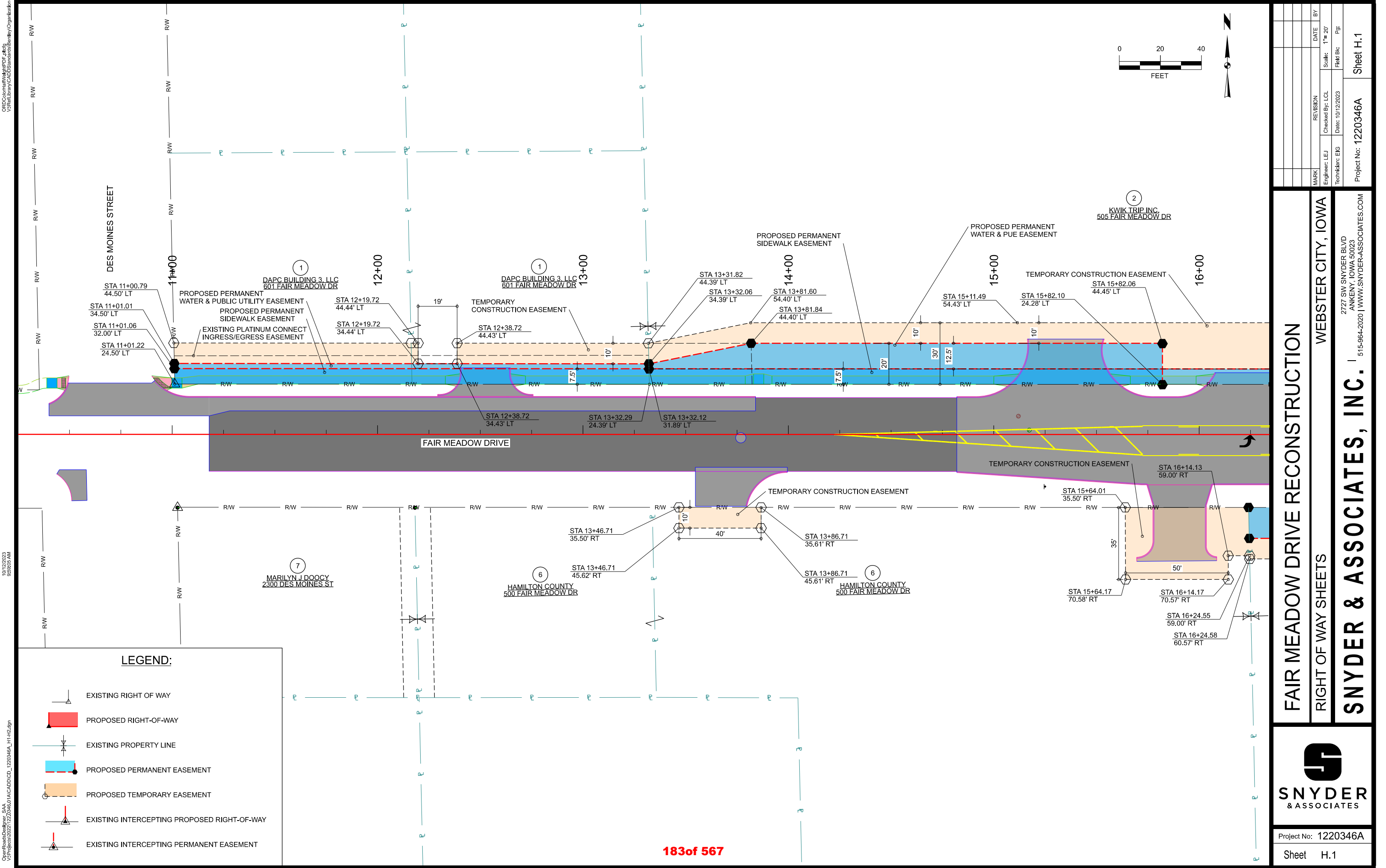
BY

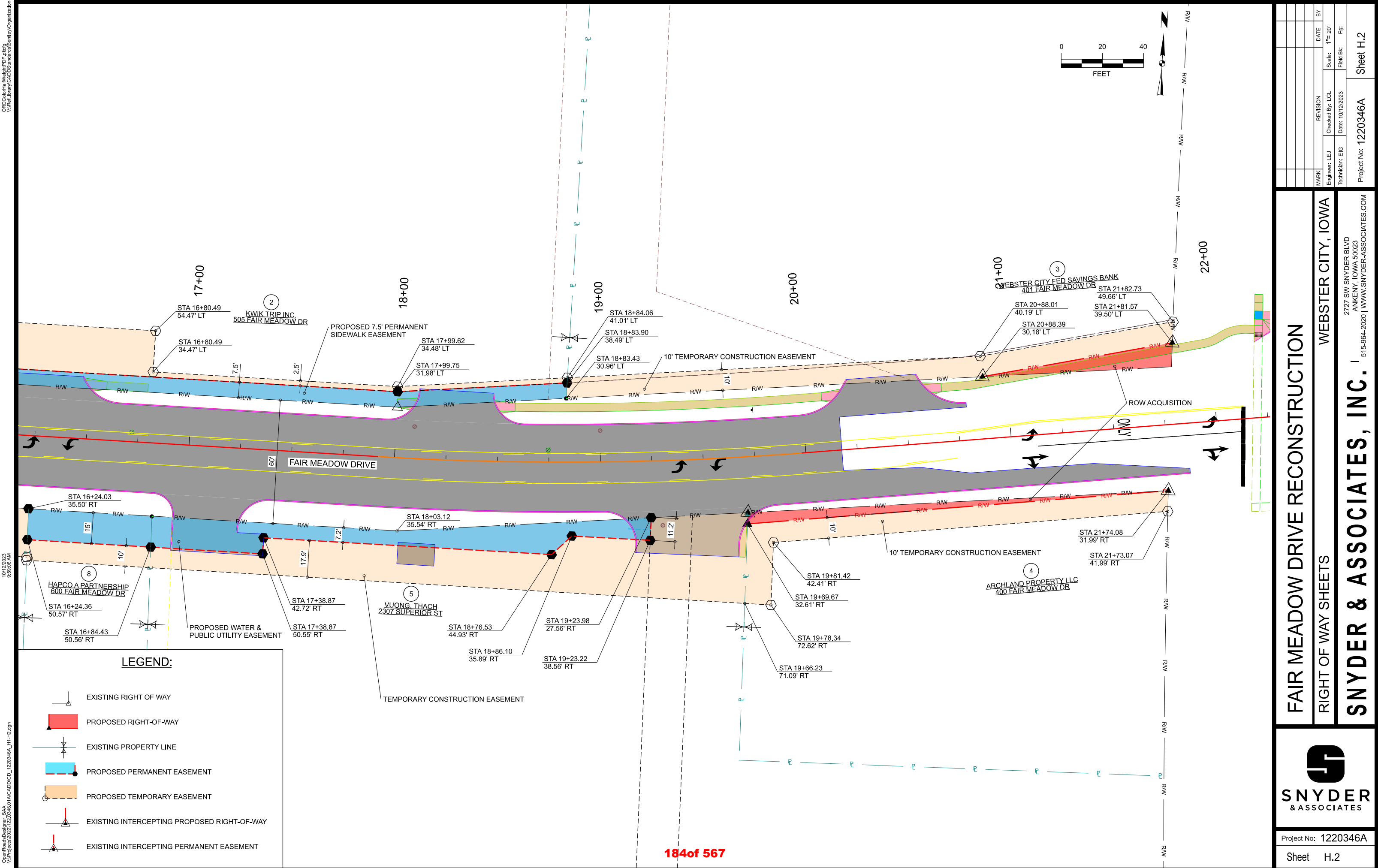
Scale: 1"= 50'

Field Bk:

Pg:



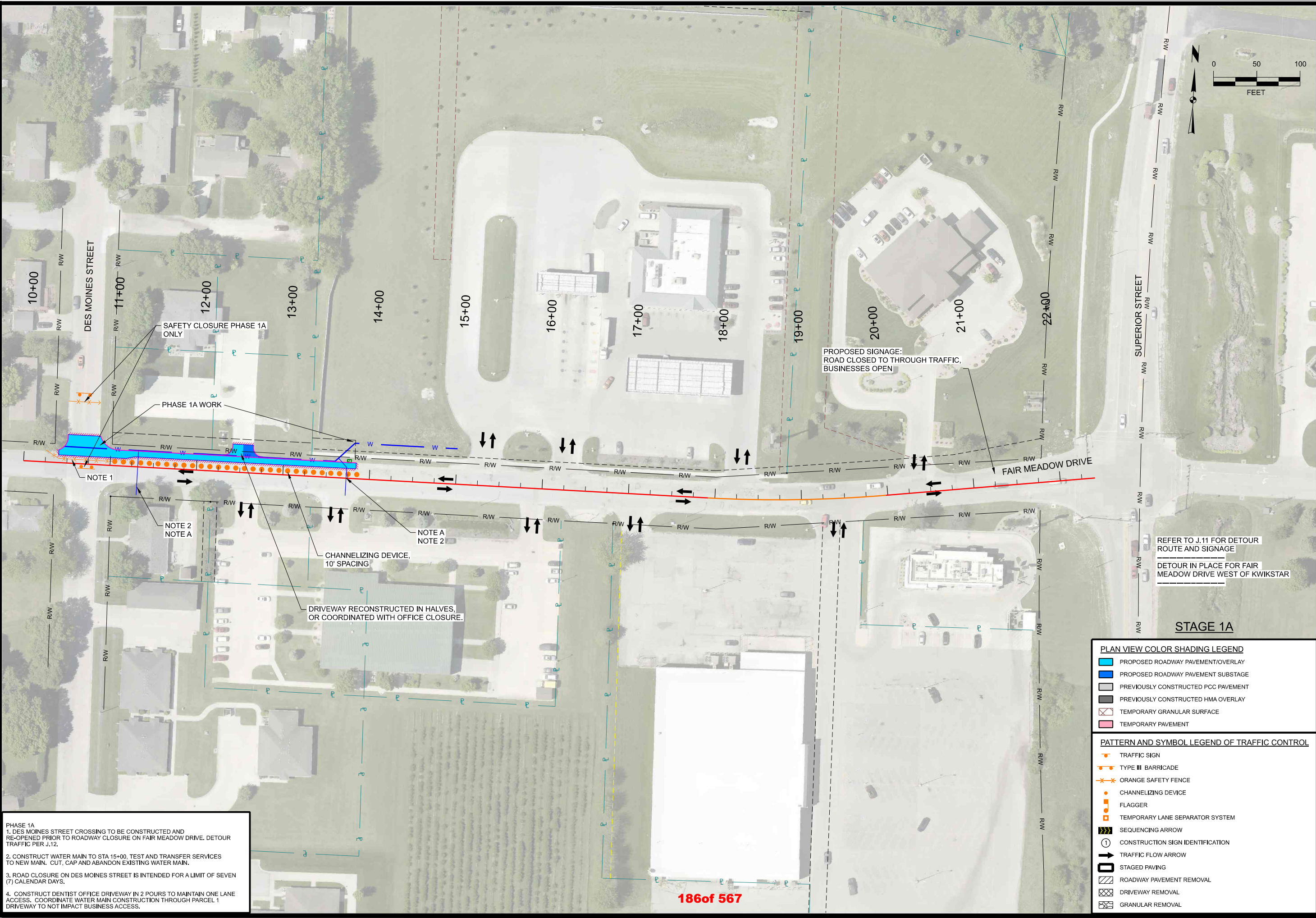








OpenRoads Designer - SAA  
V:\Projects\2022\1220346A\1220346A\1220346A\_J1-110.dgn  
10/12/2023 10:41:52 AM  
J2 [Sheet]  
V:\Ref\Bentley\CADStandards\Bentley\Organization\Civil\SAI\_Standards\10\_10\_21\_1.dgn  
ORColorHatch\Highway\Hatch\g



PHASE 1A  
1. DES MOINES STREET CROSSING TO BE CONSTRUCTED AND RE-OPENED PRIOR TO ROADWAY CLOSURE ON FAIR MEADOW DRIVE. DETOUR TRAFFIC PER J.12.  
2. CONSTRUCT WATER MAIN TO STA 15+00, TEST AND TRANSFER SERVICES TO NEW MAIN. CUT, CAP AND ABANDON EXISTING WATER MAIN.  
3. ROAD CLOSURE ON DES MOINES STREET IS INTENDED FOR A LIMIT OF SEVEN (7) CALENDAR DAYS.  
4. CONSTRUCT DENTIST OFFICE DRIVEWAY IN 2 POURS TO MAINTAIN ONE LANE ACCESS. COORDINATE WATER MAIN CONSTRUCTION THROUGH PARCEL 1 DRIVEWAY TO NOT IMPACT BUSINESS ACCESS.

- PLAN VIEW COLOR SHADING LEGEND**
- PROPOSED ROADWAY PAVEMENT/OVERLAY
  - PROPOSED ROADWAY PAVEMENT SUBSTAGE
  - PREVIOUSLY CONSTRUCTED PCC PAVEMENT
  - PREVIOUSLY CONSTRUCTED HMA OVERLAY
  - TEMPORARY GRANULAR SURFACE
  - TEMPORARY PAVEMENT

- PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**
- TRAFFIC SIGN
  - TYPE III BARRICADE
  - ORANGE SAFETY FENCE
  - CHANNELIZING DEVICE
  - FLAGGER
  - TEMPORARY LANE SEPARATOR SYSTEM
  - SEQUENCING ARROW
  - CONSTRUCTION SIGN IDENTIFICATION
  - TRAFFIC FLOW ARROW
  - STAGED PAVING
  - ROADWAY PAVEMENT REMOVAL
  - DRIVEWAY REMOVAL
  - GRANULAR REMOVAL

## FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

WEBSTER CITY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM



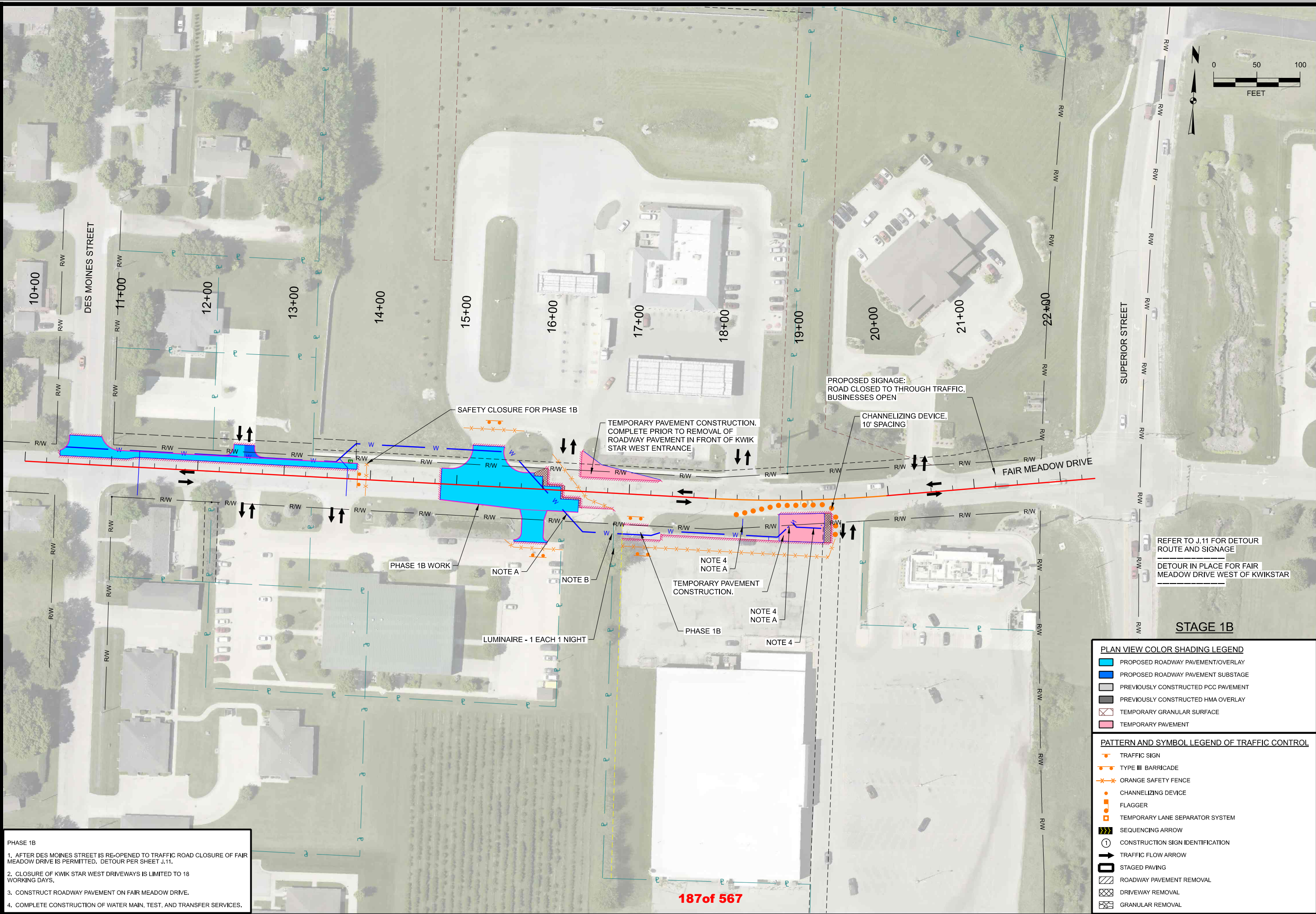
Project No: 1220346A

Sheet J.2

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			Sheet J.2



OpenRoadsDesigner\_SAA  
V:\Projects\2022\1220346A\1\ACADD\CD\_1220346A\_J2A-19A\_NIGHT.dgn  
10/12/2023 10:44:59 AM  
J2A (Sheet)  
V:\Ref\Library\CADDStandards\Bentley\Organization\Civil\SAI\_Standards\10\_21\_24\Pen Tables.dct  
ORColorHatch\Map\Hatch\g



PHASE 1B

1. AFTER DES MOINES STREET IS RE-OPENED TO TRAFFIC ROAD CLOSURE OF FAIR MEADOW DRIVE IS PERMITTED. DETOUR PER SHEET J.11.
2. CLOSURE OF KWIK STAR WEST DRIVEWAYS IS LIMITED TO 18 WORKING DAYS.
3. CONSTRUCT ROADWAY PAVEMENT ON FAIR MEADOW DRIVE.
4. COMPLETE CONSTRUCTION OF WATER MAIN, TEST, AND TRANSFER SERVICES.

PLAN VIEW COLOR SHADING LEGEND

- PROPOSED ROADWAY PAVEMENT/OVERLAY
- PROPOSED ROADWAY PAVEMENT SUBSTAGE
- PREVIOUSLY CONSTRUCTED PCC PAVEMENT
- PREVIOUSLY CONSTRUCTED HMA OVERLAY
- TEMPORARY GRANULAR SURFACE
- TEMPORARY PAVEMENT

PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL

- TRAFFIC SIGN
- TYPE III BARRICADE
- ORANGE SAFETY FENCE
- CHANNELIZING DEVICE
- FLAGGER
- TEMPORARY LANE SEPARATOR SYSTEM
- SEQUENCING ARROW
- CONSTRUCTION SIGN IDENTIFICATION
- TRAFFIC FLOW ARROW
- STAGED PAVING
- ROADWAY PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- GRANULAR REMOVAL

# FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

WEBSTER CITY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM



Project No: 1220346A

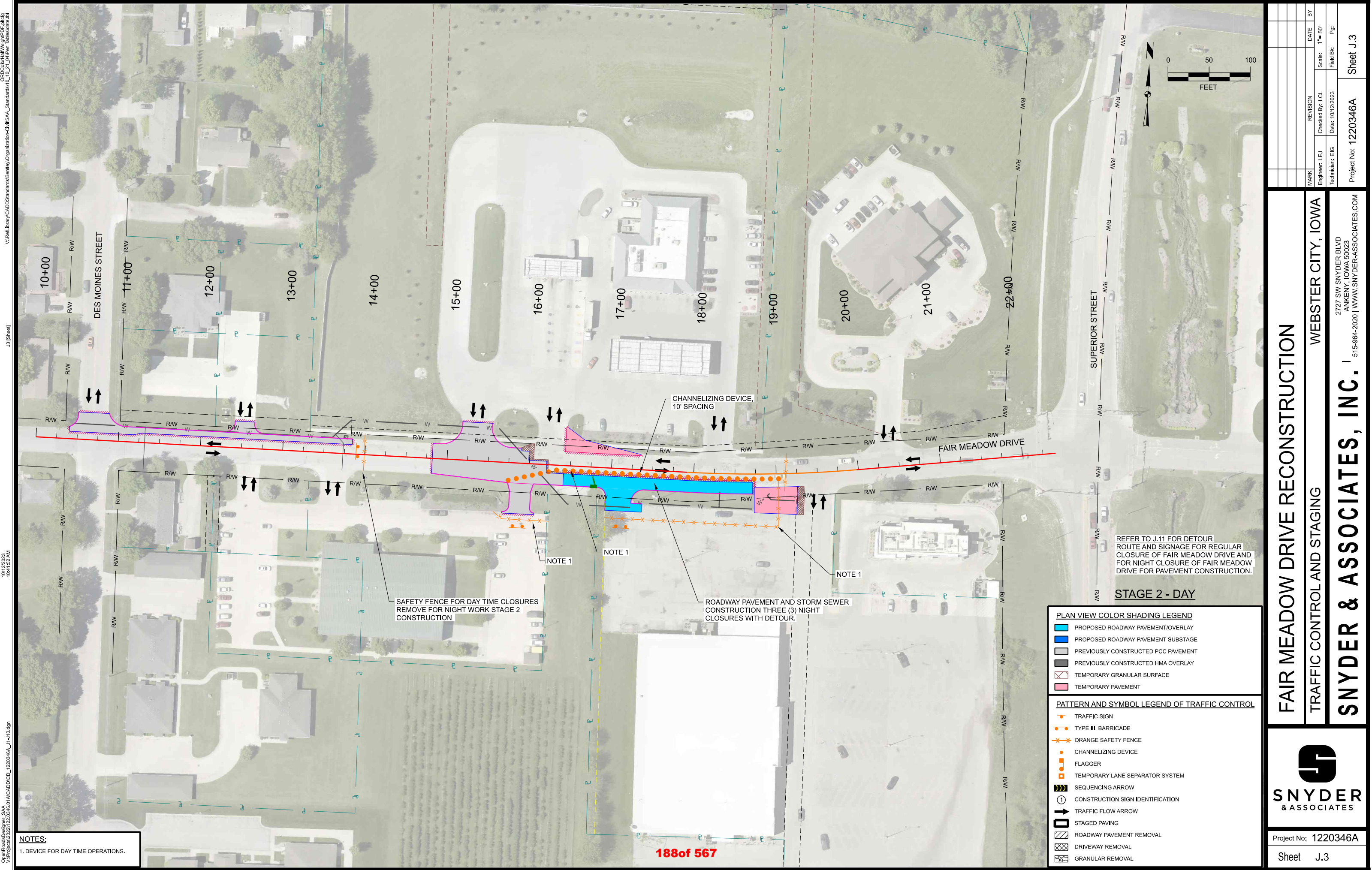
Sheet J.2A

Project No: 1220346A

Sheet J.2A

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:





10/12/2023 10:41:52 AM J3 [Sheet] V:\Rail Library\CADD Standards\Barney\Organization\3-SAA\_Standards\1220346A\_1220346A.dgn

NOTES:  
1. DEVICE FOR DAY TIME OPERATIONS.

- PLAN VIEW COLOR SHADING LEGEND**
- PROPOSED ROADWAY PAVEMENT/OVERLAY
  - PROPOSED ROADWAY PAVEMENT SUBGRADE
  - PREVIOUSLY CONSTRUCTED PCC PAVEMENT
  - PREVIOUSLY CONSTRUCTED HMA OVERLAY
  - TEMPORARY GRANULAR SURFACE
  - TEMPORARY PAVEMENT
- PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**
- TRAFFIC SIGN
  - TYPE III BARRICADE
  - ORANGE SAFETY FENCE
  - CHANNELIZING DEVICE
  - FLAGGER
  - TEMPORARY LANE SEPARATOR SYSTEM
  - SEQUENCING ARROW
  - CONSTRUCTION SIGN IDENTIFICATION
  - TRAFFIC FLOW ARROW
  - STAGED PAVING
  - ROADWAY PAVEMENT REMOVAL
  - DRIVEWAY REMOVAL
  - GRANULAR REMOVAL

FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

**SNYDER & ASSOCIATES, INC.**

Project No: 1220346A

Sheet J.3

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

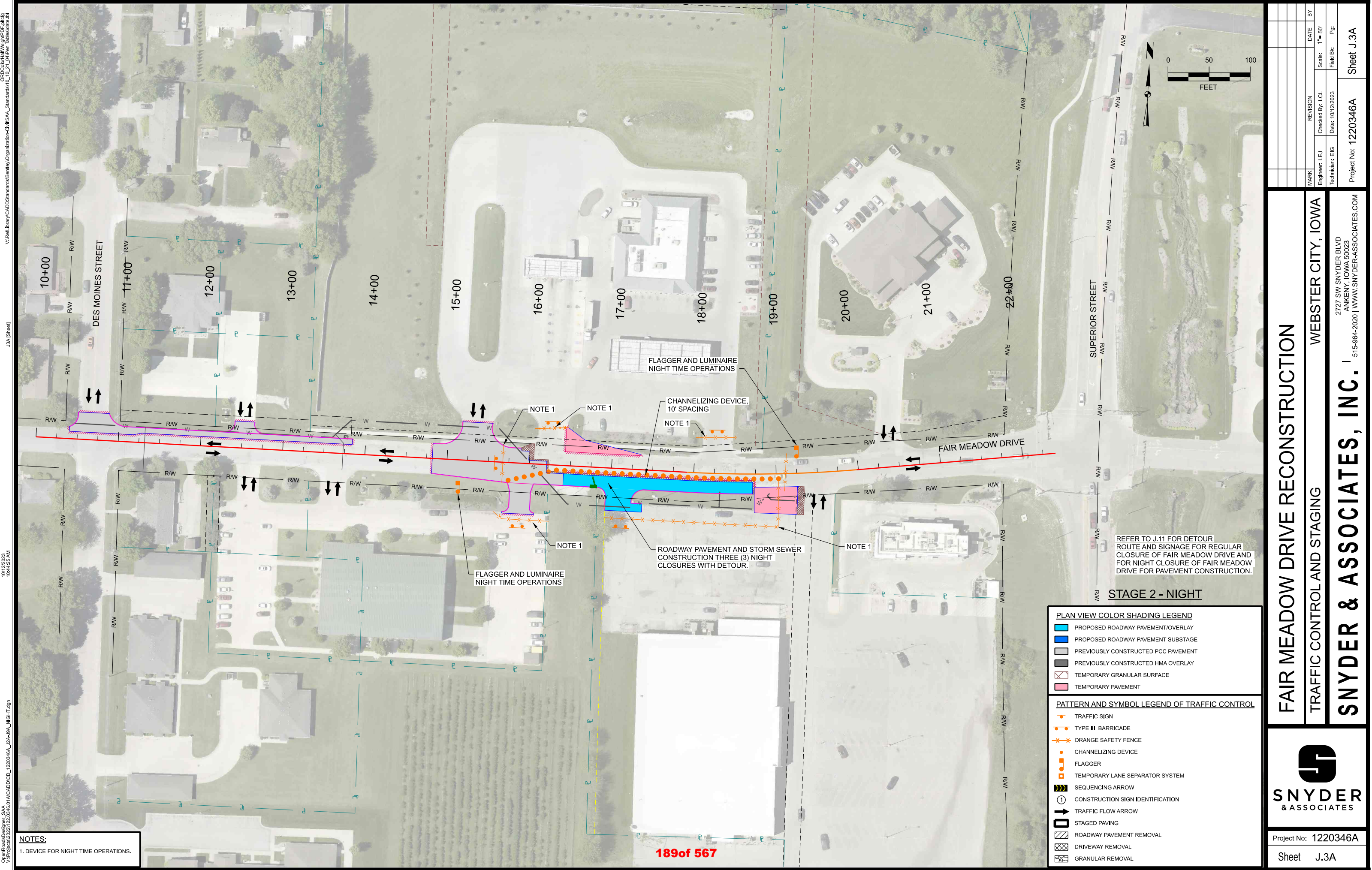
**SNYDER & ASSOCIATES**

Project No: 1220346A

Sheet J.3

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			Sheet J.3





NOTES:  
1. DEVICE FOR NIGHT TIME OPERATIONS.

**PLAN VIEW COLOR SHADING LEGEND**

- PROPOSED ROADWAY PAVEMENT/OVERLAY
- PROPOSED ROADWAY PAVEMENT SUBBASE
- PREVIOUSLY CONSTRUCTED PCC PAVEMENT
- PREVIOUSLY CONSTRUCTED HMA OVERLAY
- TEMPORARY GRANULAR SURFACE
- TEMPORARY PAVEMENT

**PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**


- TRAFFIC SIGN
- TYPE III BARRICADE
- ORANGE SAFETY FENCE
- CHANNELIZING DEVICE
- FLAGGER
- TEMPORARY LANE SEPARATOR SYSTEM
- SEQUENCING ARROW
- CONSTRUCTION SIGN IDENTIFICATION
- TRAFFIC FLOW ARROW
- STAGED PAVING
- ROADWAY PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- GRANULAR REMOVAL

REFER TO J.11 FOR DETOUR  
ROUTE AND SIGNAGE FOR REGULAR  
CLOSURE OF FAIR MEADOW DRIVE AND  
FOR NIGHT CLOSURE OF FAIR MEADOW  
DRIVE FOR PAVEMENT CONSTRUCTION.

STAGE 2 - NIGHT

FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

**SNYDER & ASSOCIATES**

Project No: 1220346A

Sheet J.3A

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

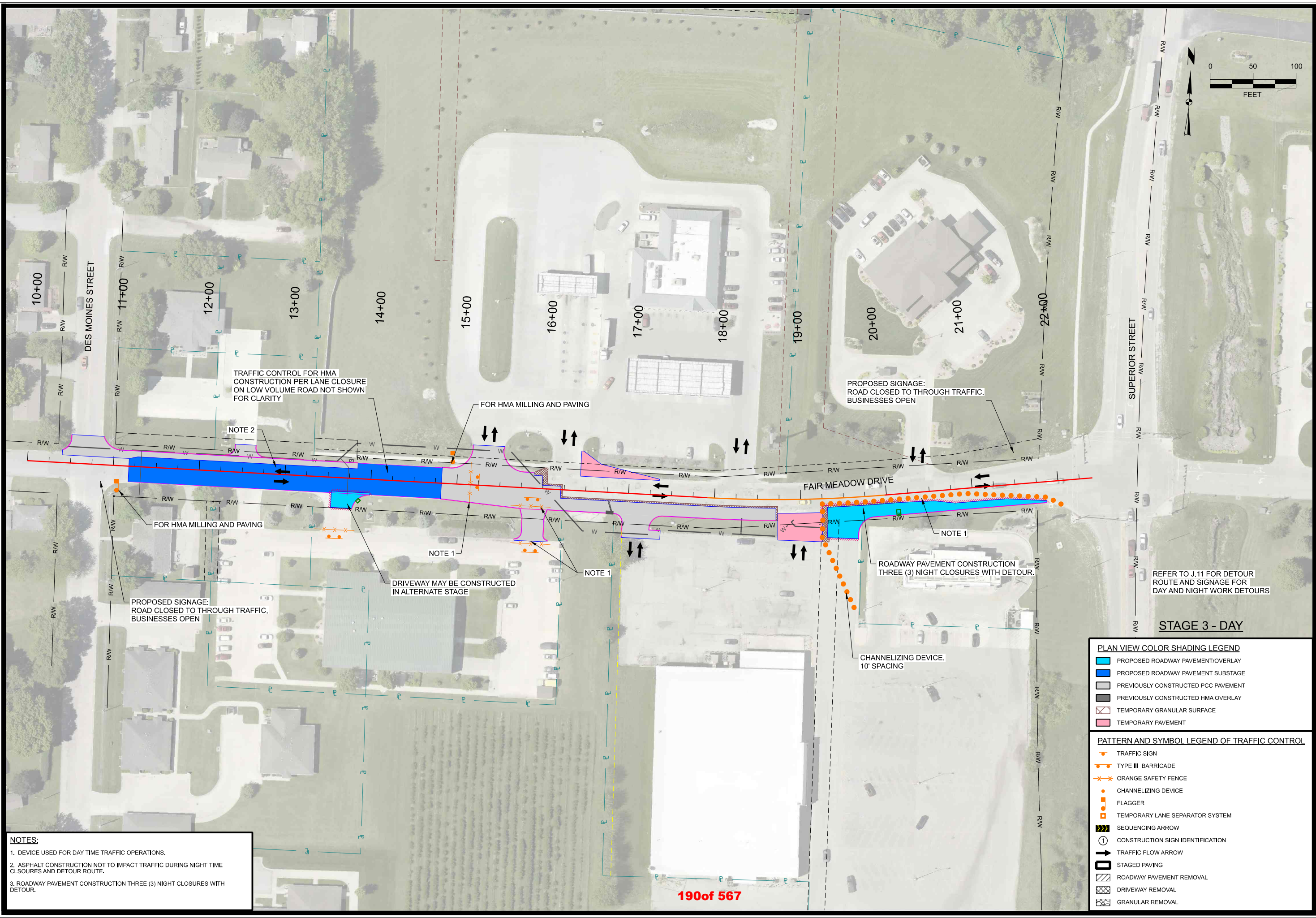
Project No: 1220346A

Sheet J.3A

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	



10/12/2023 10:42:02 AM J4 [Sheet] V:\Ref\Library\CADDStandards\Bentley\Organization-Civil\SAI\_Standards\10\_10\_21\_LatPen Tables.dctb ORColorHatch\MapHatch.dwg



**NOTES:**  
1. DEVICE USED FOR DAY TIME TRAFFIC OPERATIONS.  
2. ASPHALT CONSTRUCTION NOT TO IMPACT TRAFFIC DURING NIGHT TIME CLSURES AND DETOUR ROUTE.  
3. ROADWAY PAVEMENT CONSTRUCTION THREE (3) NIGHT CLOSURES WITH DETOUR.

**PLAN VIEW COLOR SHADING LEGEND**

- PROPOSED ROADWAY PAVEMENT/OVERLAY
- PROPOSED ROADWAY PAVEMENT SUBSTAGE
- PREVIOUSLY CONSTRUCTED PCC PAVEMENT
- PREVIOUSLY CONSTRUCTED HMA OVERLAY
- TEMPORARY GRANULAR SURFACE
- TEMPORARY PAVEMENT

**PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**

- TRAFFIC SIGN
- TYPE III BARRICADE
- ORANGE SAFETY FENCE
- CHANNELIZING DEVICE
- FLAGGER
- TEMPORARY LANE SEPARATOR SYSTEM
- SEQUENCING ARROW
- CONSTRUCTION SIGN IDENTIFICATION
- TRAFFIC FLOW ARROW
- STAGED PAVING
- ROADWAY PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- GRANULAR REMOVAL

FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

WEBSTER CITY, IOWA

**SNYDER & ASSOCIATES, INC.**

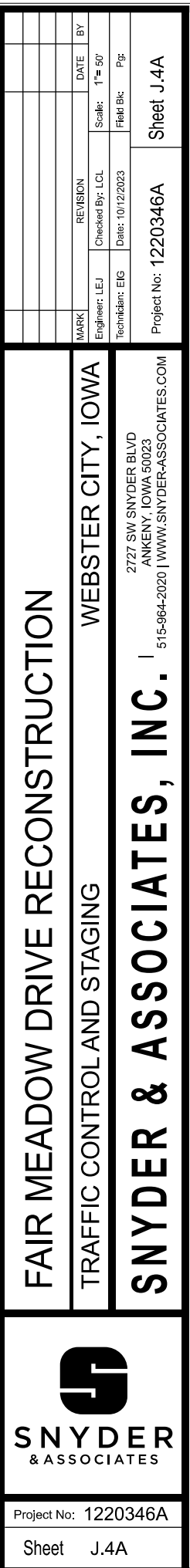
Project No: 1220346A

Sheet J.4

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			
Sheet J.4			



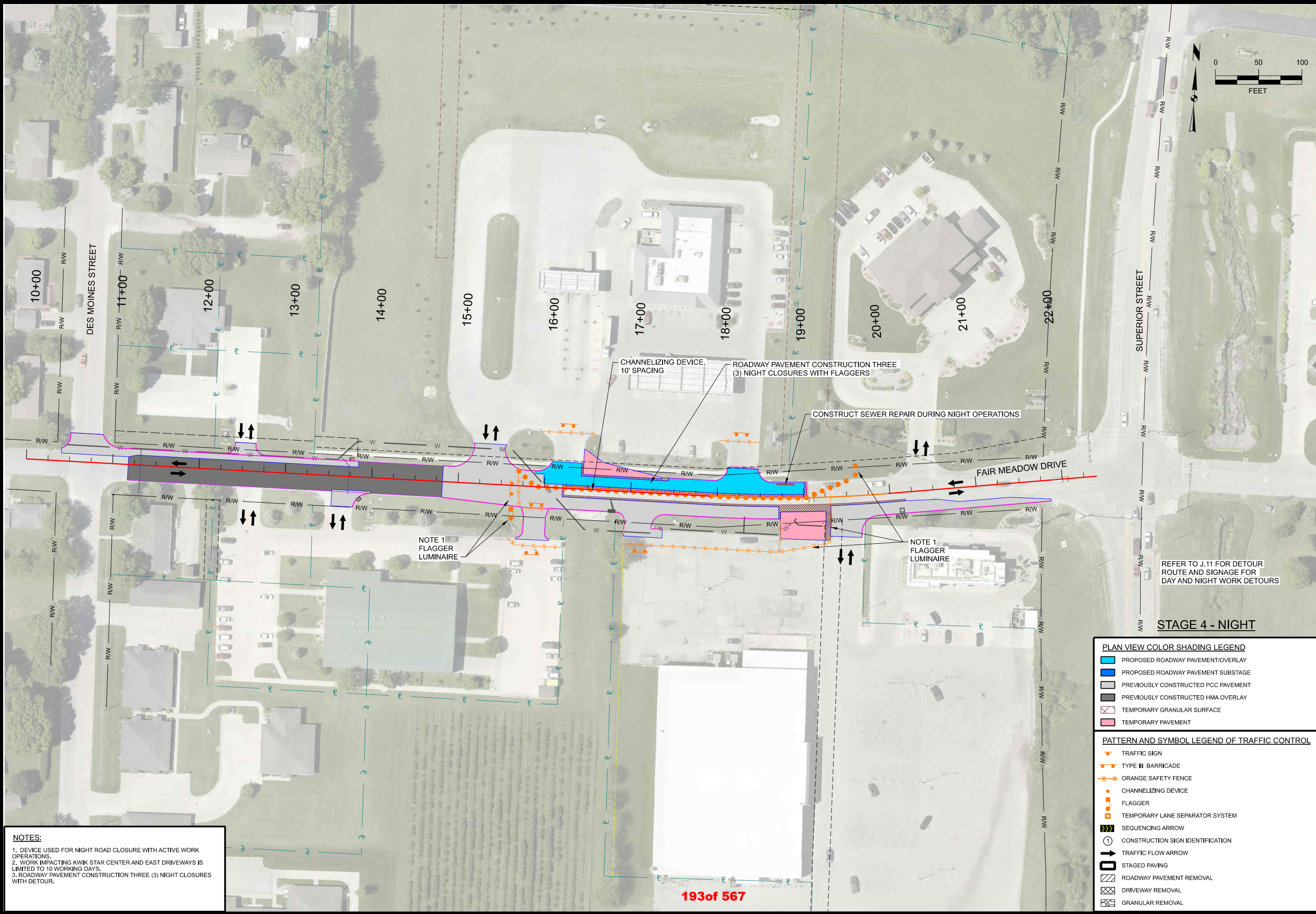








OpenRoadsDesktop - SVA  
C:\ProgramData\Bentley\OpenRoadsDesktop\1220346A\_12A-10A\_MCHT.dgn  
10/12/2023  
10:45:14 AM  
JSA (Sheet)  
V:\RefLibrary\CADDStandards\Bentley\Organization\ChSAA\_Standards\10\_10\_21\_04aen\_Templates\1220346A\_12A-10A\_MCHT.dgn  
OPRCD-1220346A\_12A-10A\_MCHT.dgn



**NOTES:**  
1. DEVICE USED FOR NIGHT ROAD CLOSURE WITH ACTIVE WORK OPERATIONS.  
2. WORK IMPACTING KWI STAR CENTER AND EAST DRIVEWAYS IS LIMITED TO 10 WORKING DAYS.  
3. ROADWAY PAVEMENT CONSTRUCTION THREE (3) NIGHT CLOSURES WITH DETOUR.

**PLAN VIEW COLOR SHADING LEGEND**

- PROPOSED ROADWAY PAVEMENT/OVERLAY
- PROPOSED ROADWAY PAVEMENT SUBSTAGE
- PREVIOUSLY CONSTRUCTED PCC PAVEMENT
- PREVIOUSLY CONSTRUCTED HMA OVERLAY
- TEMPORARY GRANULAR SURFACE
- TEMPORARY PAVEMENT

**PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**

- TRAFFIC SIGN
- TYPE III BARRICADE
- ORANGE SAFETY FENCE
- CHANNELIZING DEVICE
- FLAGGER
- TEMPORARY LANE SEPARATOR SYSTEM
- SEQUENCING ARROW
- CONSTRUCTION SIGN IDENTIFICATION
- TRAFFIC FLOW ARROW
- STAGED PAVING
- ROADWAY PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- GRANULAR REMOVAL

**FAIR MEADOW DRIVE RECONSTRUCTION**

TRAFFIC CONTROL AND STAGING

**SNYDER & ASSOCIATES, INC.**

Project No: 1220346A

Sheet J.5A

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A

Sheet J.5A

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:

Project No: 1220346A

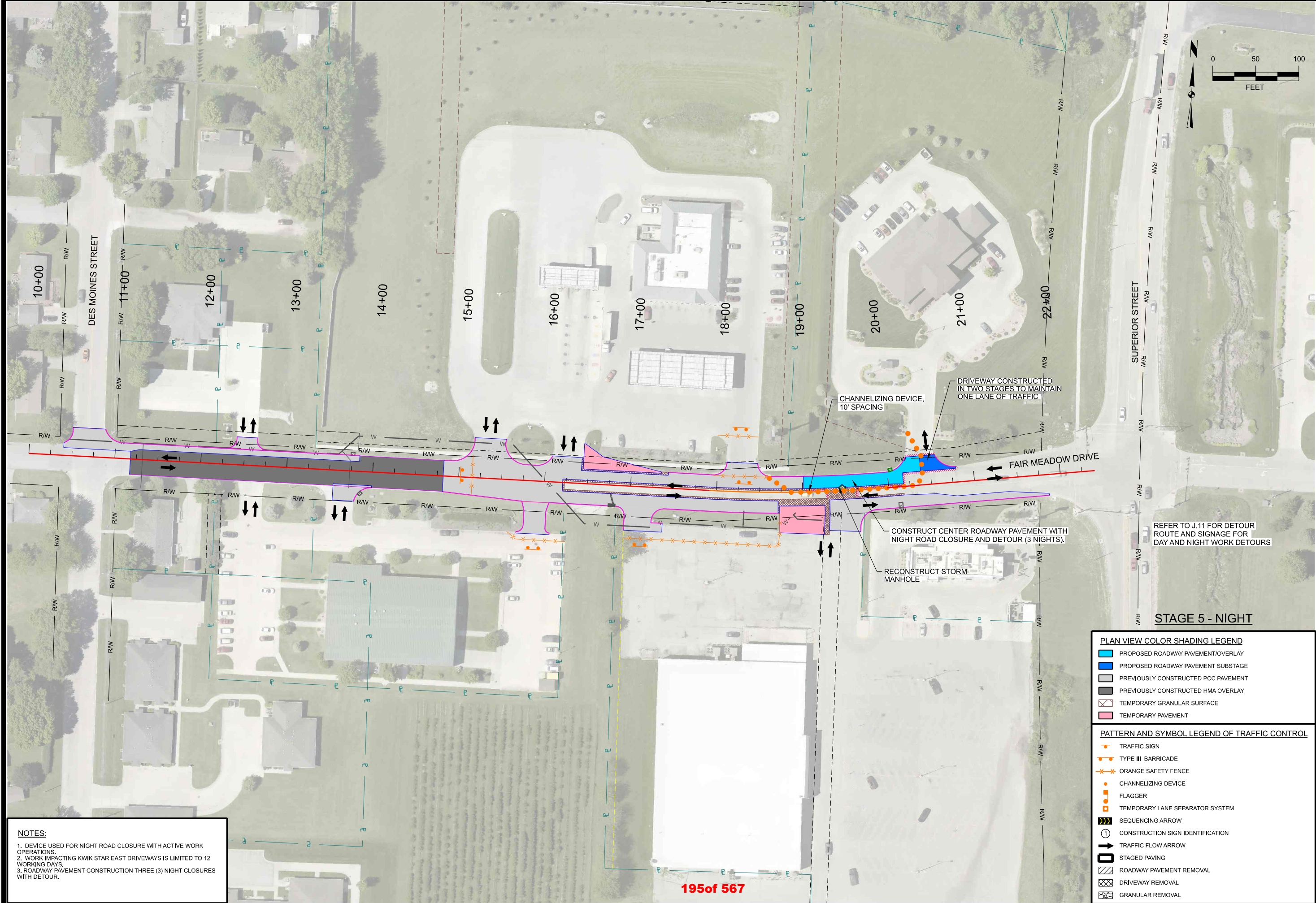
Sheet J.5A







OpenRoadsDesktop - SNA  
C:\ProgramData\Bentley\OpenRoadsDesktop\1220346A\_12A-10A\_MCHT.dgn  
10/12/2023  
10:45:02 AM  
JGA (Sheet)  
V:\RefLibrary\CADDStandards\Bentley\Organization\ChSAA\_Standards\10\_10\_21\_04Open\_Templates\1220346A\_12A-10A\_MCHT.dgn  
OPRCD-1220346A\_12A-10A\_MCHT.dgn



**NOTES:**  
1. DEVICE USED FOR NIGHT ROAD CLOSURE WITH ACTIVE WORK OPERATIONS.  
2. WORK IMPACTING KWK STAR EAST DRIVEWAYS IS LIMITED TO 12 WORKING DAYS.  
3. ROADWAY PAVEMENT CONSTRUCTION THREE (3) NIGHT CLOSURES WITH DETOUR.

**PLAN VIEW COLOR SHADING LEGEND**

- PROPOSED ROADWAY PAVEMENT/OVERLAY
- PROPOSED ROADWAY PAVEMENT SUBSTAGE
- PREVIOUSLY CONSTRUCTED PCC PAVEMENT
- PREVIOUSLY CONSTRUCTED HMA OVERLAY
- TEMPORARY GRANULAR SURFACE
- TEMPORARY PAVEMENT

**PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**

- TRAFFIC SIGN
- TYPE III BARRICADE
- ORANGE SAFETY FENCE
- CHANNELIZING DEVICE
- FLAGGER
- TEMPORARY LANE SEPARATOR SYSTEM
- SEQUENCING ARROW
- CONSTRUCTION SIGN IDENTIFICATION
- TRAFFIC FLOW ARROW
- STAGED PAVING
- ROADWAY PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- GRANULAR REMOVAL

**FAIR MEADOW DRIVE RECONSTRUCTION**

TRAFFIC CONTROL AND STAGING

**SNYDER & ASSOCIATES, INC.**

Project No: 1220346A

Sheet J.6A

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

MARK

Engineer: LEJ

Technician: EIG

REVISION

Checked By: LCL

Date: 10/12/2023

DATE

1"=50'

Field Bk:

Page:

Project No: 1220346A

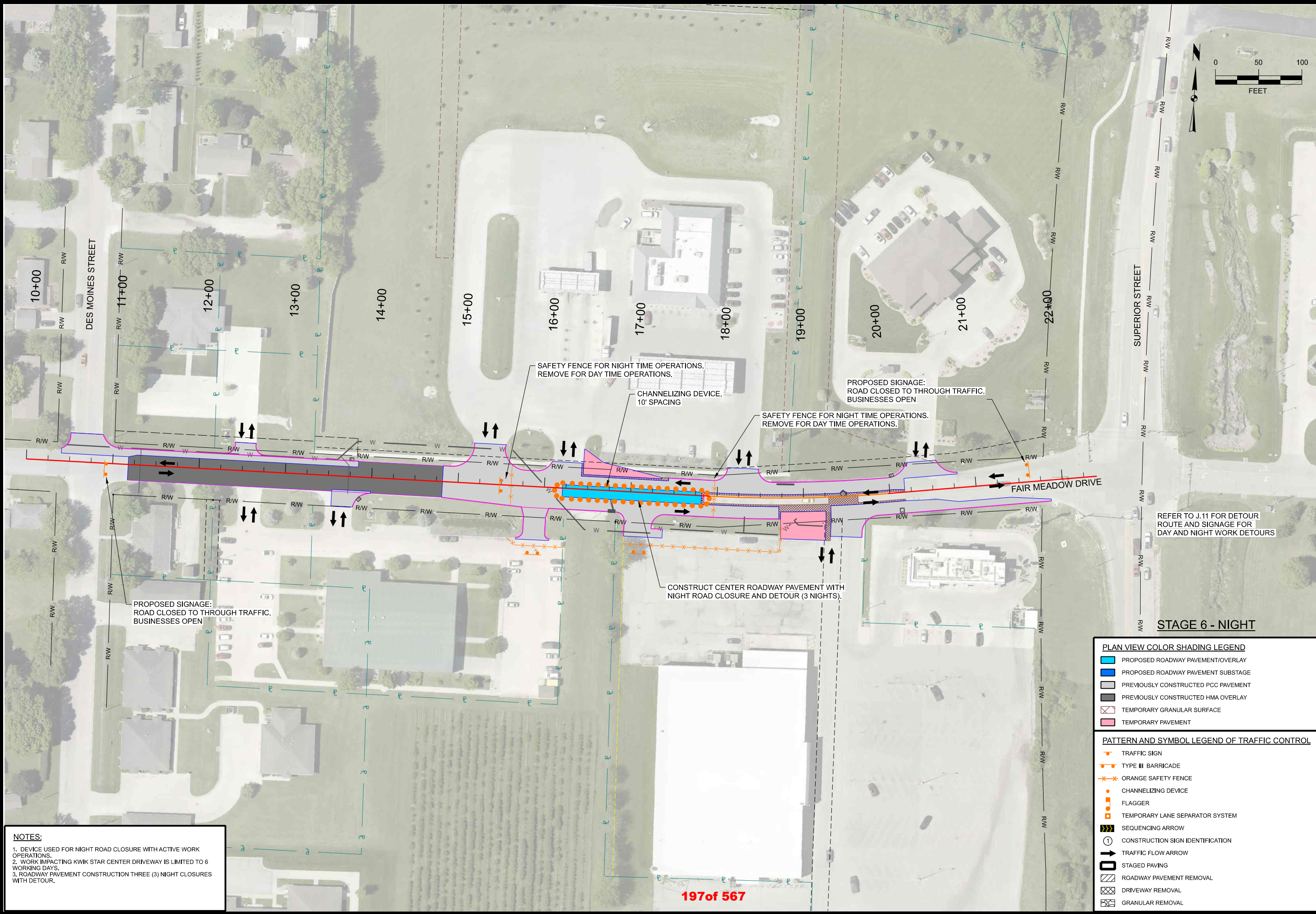
Sheet J.6A







OpenRoadsDesktop - SNA  
C:\ProgramData\Bentley\OpenRoadsDesktop\1220346A\_12A-10A\_MCHT.dgn  
10/12/2023 10:45:13 AM J7A [Sheet] J7A Library\CADDStandards\Bentley\Organization\ChSAA\_Standards\10\_10\_21\_04Open\_Templates\0002.ctb  
10/12/2023 10:45:13 AM



**NOTES:**

1. DEVICE USED FOR NIGHT ROAD CLOSURE WITH ACTIVE WORK OPERATIONS.
2. WORK IMPACTING KWI STAR CENTER DRIVEWAY IS LIMITED TO 6 WORKING DAYS.
3. ROADWAY PAVEMENT CONSTRUCTION THREE (3) NIGHT CLOSURES WITH DETOUR.

**PLAN VIEW COLOR SHADING LEGEND**

- PROPOSED ROADWAY PAVEMENT/OVERLAY
- PROPOSED ROADWAY PAVEMENT SUBSTAGE
- PREVIOUSLY CONSTRUCTED PCC PAVEMENT
- PREVIOUSLY CONSTRUCTED HMA OVERLAY
- TEMPORARY GRANULAR SURFACE
- TEMPORARY PAVEMENT

**PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**

- TRAFFIC SIGN
- TYPE III BARRICADE
- ORANGE SAFETY FENCE
- CHANNELIZING DEVICE
- FLAGGER
- TEMPORARY LANE SEPARATOR SYSTEM
- SEQUENCING ARROW
- CONSTRUCTION SIGN IDENTIFICATION
- TRAFFIC FLOW ARROW
- STAGED PAVING
- ROADWAY PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- GRANULAR REMOVAL

**STAGE 6 - NIGHT**

**FAIR MEADOW DRIVE RECONSTRUCTION**

**TRAFFIC CONTROL AND STAGING**

**WEBSTER CITY, IOWA**

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM



Project No: 1220346A

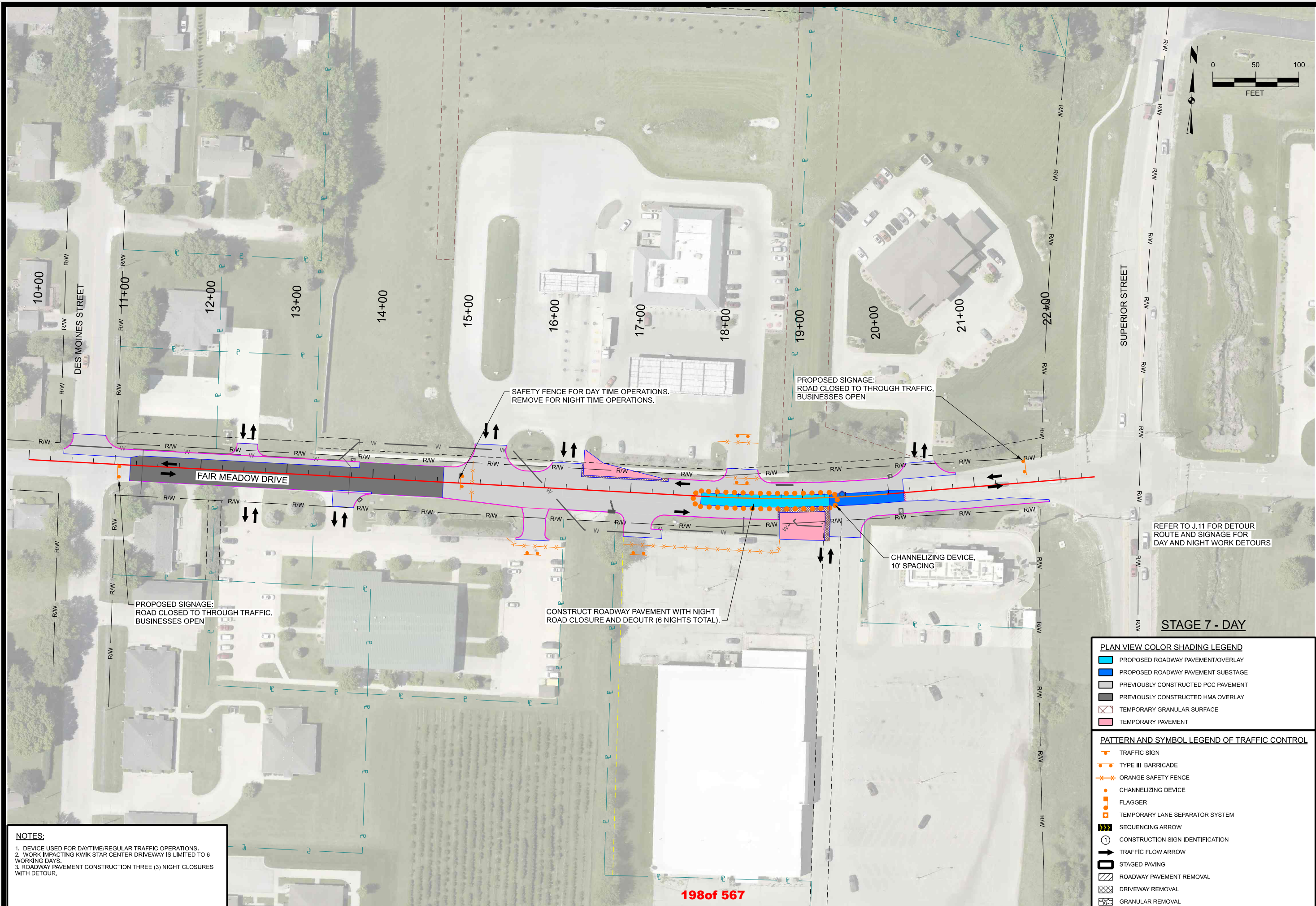
Sheet J.7A

Project No: 1220346A

Sheet J.7A

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:






NOTES:

1. DEVICE USED FOR DAYTIME/REGULAR TRAFFIC OPERATIONS.
2. WORK IMPACTING KWKI STAR CENTER DRIVEWAY IS LIMITED TO 6 WORKING DAYS.
3. ROADWAY PAVEMENT CONSTRUCTION THREE (3) NIGHT CLOSURES WITH DETOUR.

FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

WEBSTER CITY, IOWA



SNYDER  
& ASSOCIATES

Project No: 1220346A

Sheet J.8

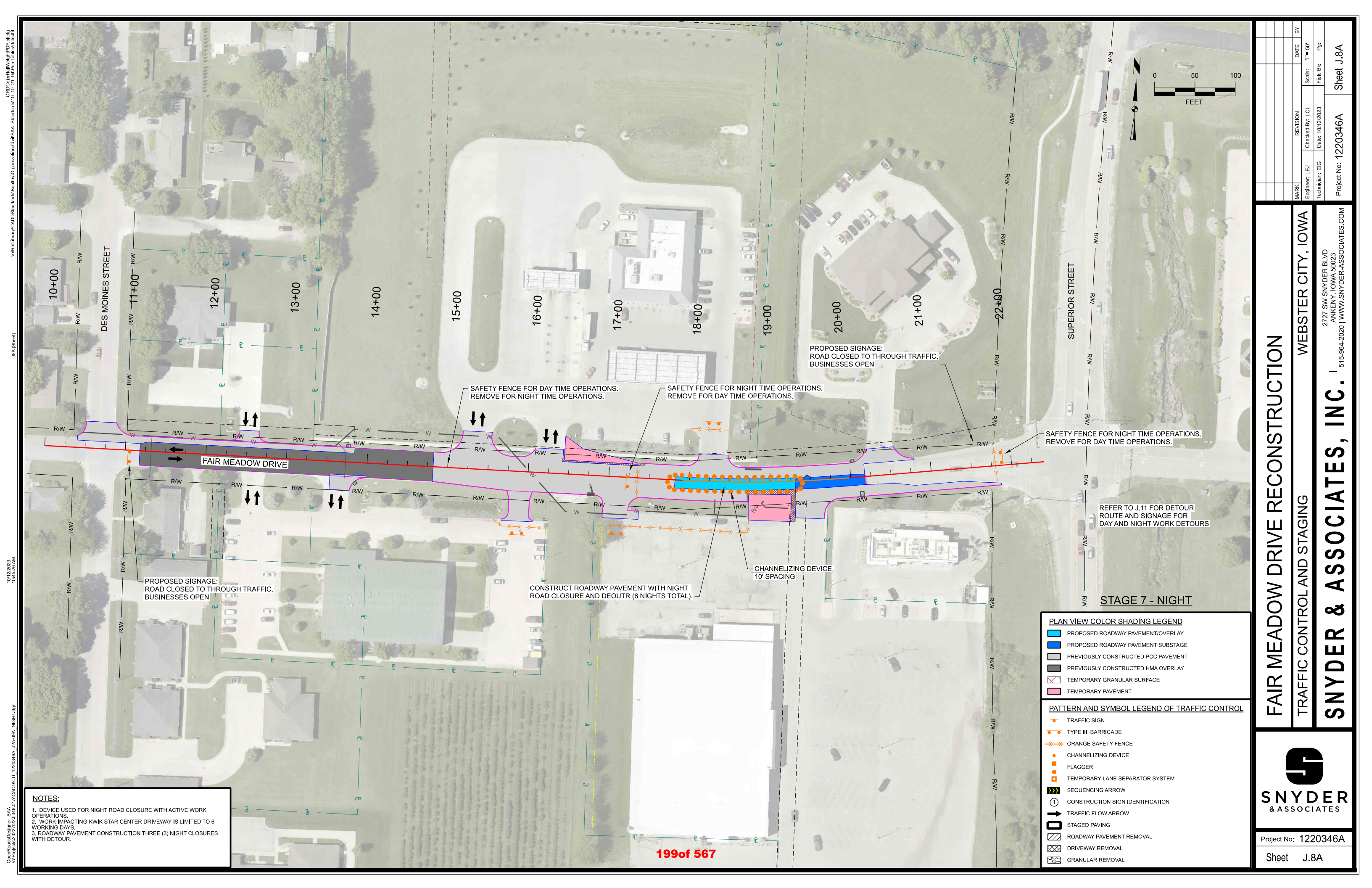
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A

Sheet J.8

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	
Project No: 1220346A			Sheet J.8



[illegible]

FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

WEBSTER CITY, IOWA

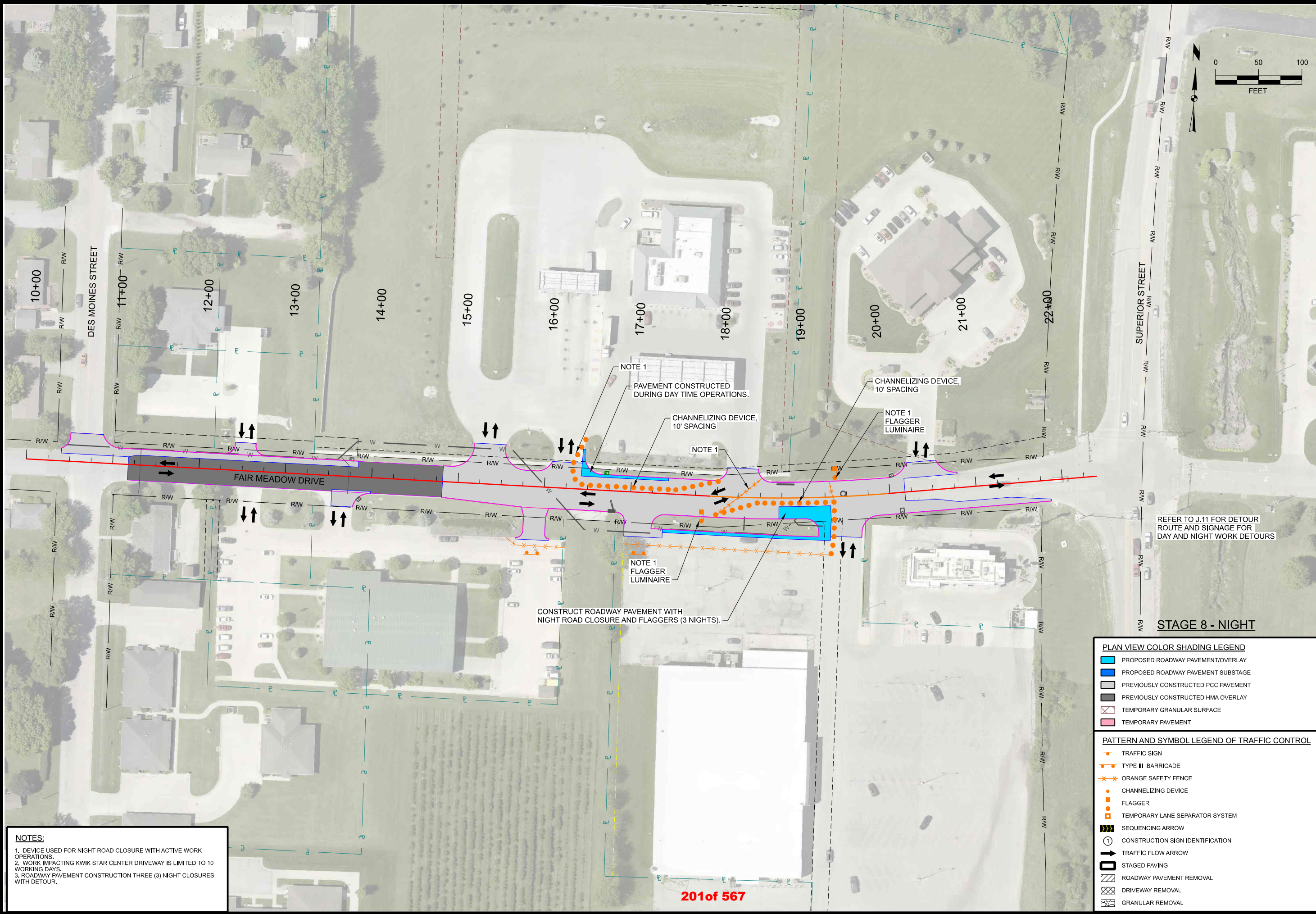








OpenRoadsDesktop - SNA  
C:\ProgramData\Bentley\OpenRoadsDesktop\1220346A\_12A-10A\_MCHT.dgn  
10/12/2023  
10:45:55 AM  
JGA (Sheet)  
V:\RefLibrary\CADDStandards\Bentley\Organization\ChSAA\_Standards\10\_10\_21\_04Open\_Templates\1220346A\_12A-10A\_MCHT.dgn  
OPRCD-1220346A\_12A-10A\_MCHT.dgn



**NOTES:**  
1. DEVICE USED FOR NIGHT ROAD CLOSURE WITH ACTIVE WORK OPERATIONS.  
2. WORK IMPACTING KWIK STAR CENTER DRIVEWAY IS LIMITED TO 10 WORKING DAYS.  
3. ROADWAY PAVEMENT CONSTRUCTION THREE (3) NIGHT CLOSURES WITH DETOUR.

- PLAN VIEW COLOR SHADING LEGEND**
- PROPOSED ROADWAY PAVEMENT/OVERLAY
  - PROPOSED ROADWAY PAVEMENT SUBSTAGE
  - PREVIOUSLY CONSTRUCTED PCC PAVEMENT
  - PREVIOUSLY CONSTRUCTED HMA OVERLAY
  - TEMPORARY GRANULAR SURFACE
  - TEMPORARY PAVEMENT

- PATTERN AND SYMBOL LEGEND OF TRAFFIC CONTROL**
- TRAFFIC SIGN
  - TYPE III BARRICADE
  - ORANGE SAFETY FENCE
  - CHANNELIZING DEVICE
  - FLAGGER
  - TEMPORARY LANE SEPARATOR SYSTEM
  - SEQUENCING ARROW
  - CONSTRUCTION SIGN IDENTIFICATION
  - TRAFFIC FLOW ARROW
  - STAGED PAVING
  - ROADWAY PAVEMENT REMOVAL
  - DRIVEWAY REMOVAL
  - GRANULAR REMOVAL

FAIR MEADOW DRIVE RECONSTRUCTION

TRAFFIC CONTROL AND STAGING

**SNYDER & ASSOCIATES, INC.**

Project No: 1220346A

Sheet J.9A

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A

Sheet J.9A

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"=50'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			Sheet J.9A











[illegible]

## TRAFFIC CONTROL AND STAGING

WEBSTER CITY, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
WWW.SNYDER-ASSOCIATES.COM

515-964-2020 | [WWW.SNYDER-ASSOCIATES.COM](http://WWW.SNYDER-ASSOCIATES.COM)

heet J.12

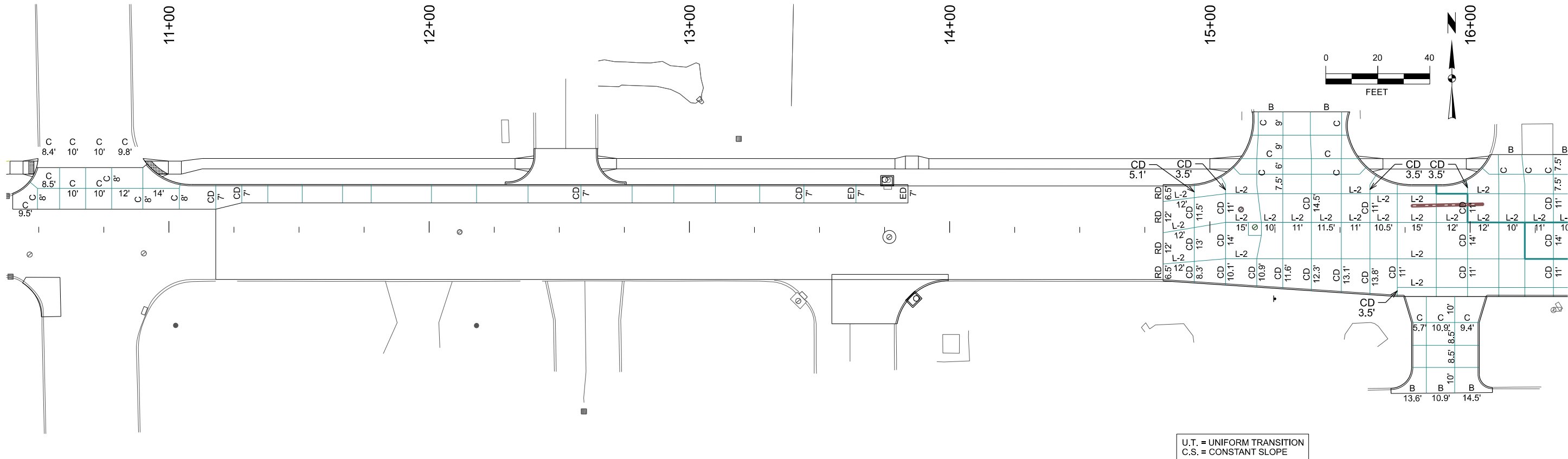
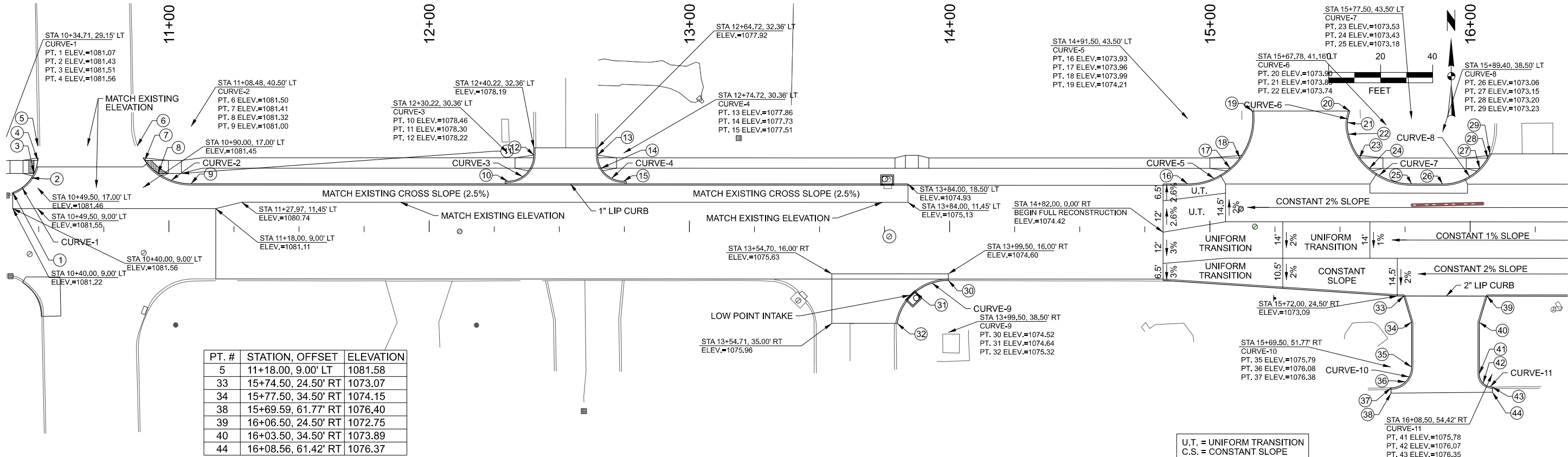


Project No: 1220346A

Sheet J.12



V:\Ref\Bryar\CADDStandards\Bryar\Organization\Ch#1544\_Standards\10\_10\_21\_Curves.dwg  
10/12/2023 11:22:22 AM  
OpenRoadsDesigner\_SAT  
V:\Projects\2022\1220346A\1ACADD\CD\_1220346A\_L1-1.dgn



Project No: 1220346A

Sheet L.1

WEBSTER CITY, IOWA

GEOMETRIC, STAKING AND JOINTING

**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

**SNYDER**  
& ASSOCIATES

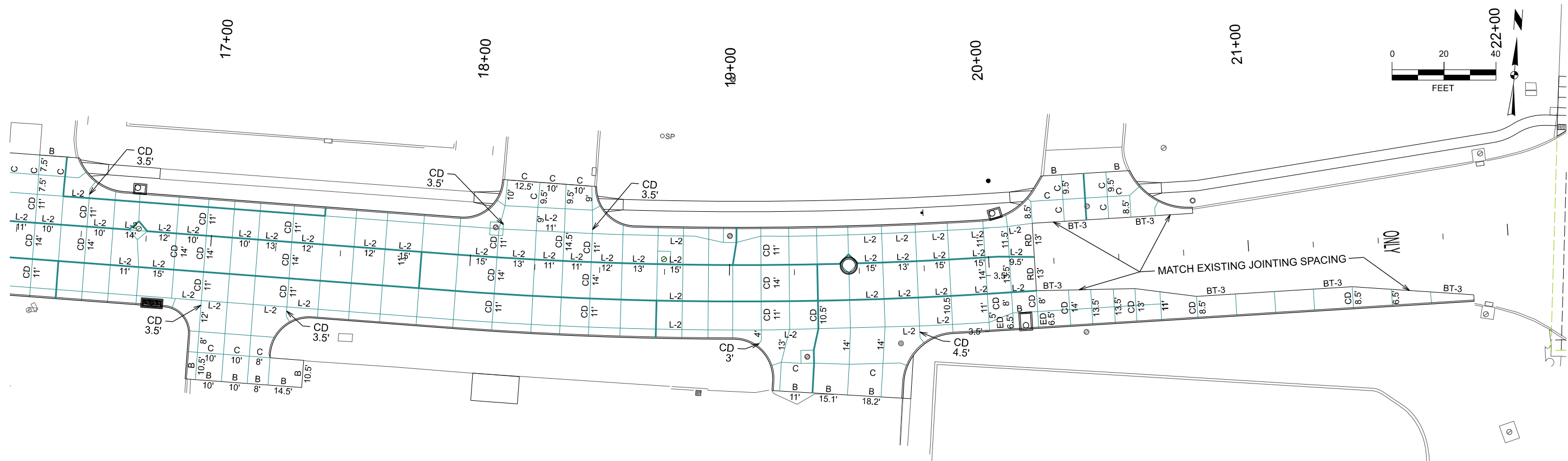
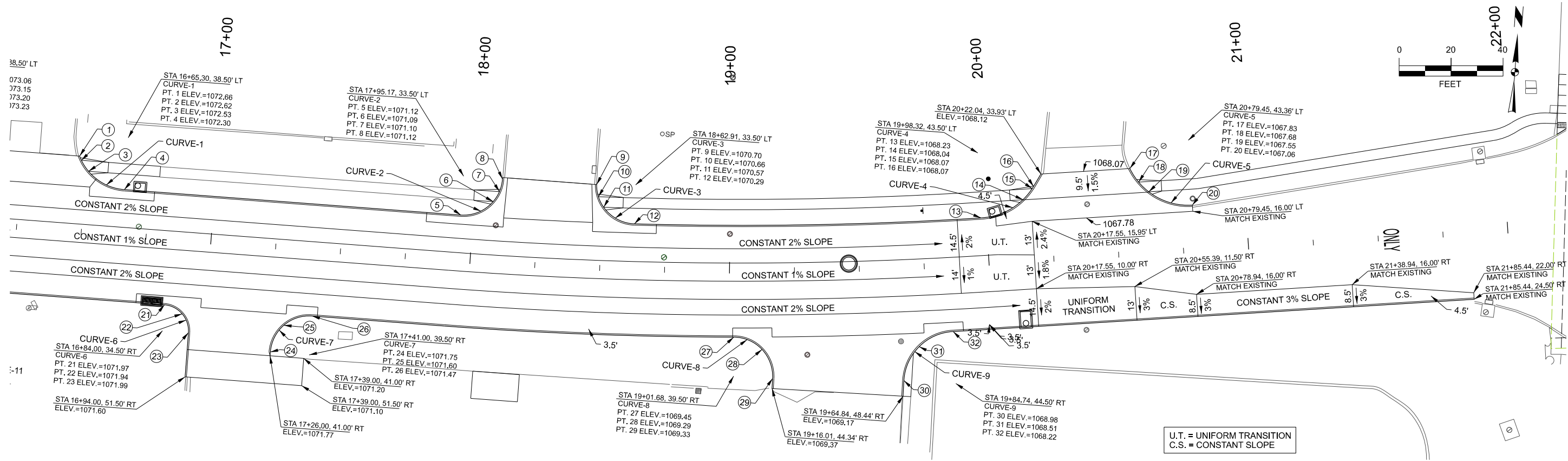
Project No: 1220346A

Sheet L.1

V:\Ref\Bryar\CADDStandards\Bryar\Organization\Chil\SA\_Standards\10\_10\_21\_L\When\1220346A.dwg  
O:\Color\Half\Weight\PDF\atfig

10/12/2023  
11:24:03 AM

OpenRoads\Bryar\_SAT  
V:\Projects\2021\1220346A\11ACADD\CD\_1220346A\_L-1-3.dgn



Project No: 1220346A		Sheet L.2	
Geometric, Staking and Jointing		Webster City, Iowa	
Snyder & Associates, Inc.		2727 SW Snyder Blvd Ankeny, Iowa 50023 515-964-2020   www.snyder-associates.com	
Snyder & Associates		Snyder & Associates	
Project No: 1220346A		Sheet L.2	
Revision		Date	
Checked By: LCL		11/20/2023	
Engineer: LEJ		Scale: 1"=20'	
Technician: EIG		Field Bk: Pg.	
MARK		BY	



[illegible]

WEBSTER CITY, IOWA

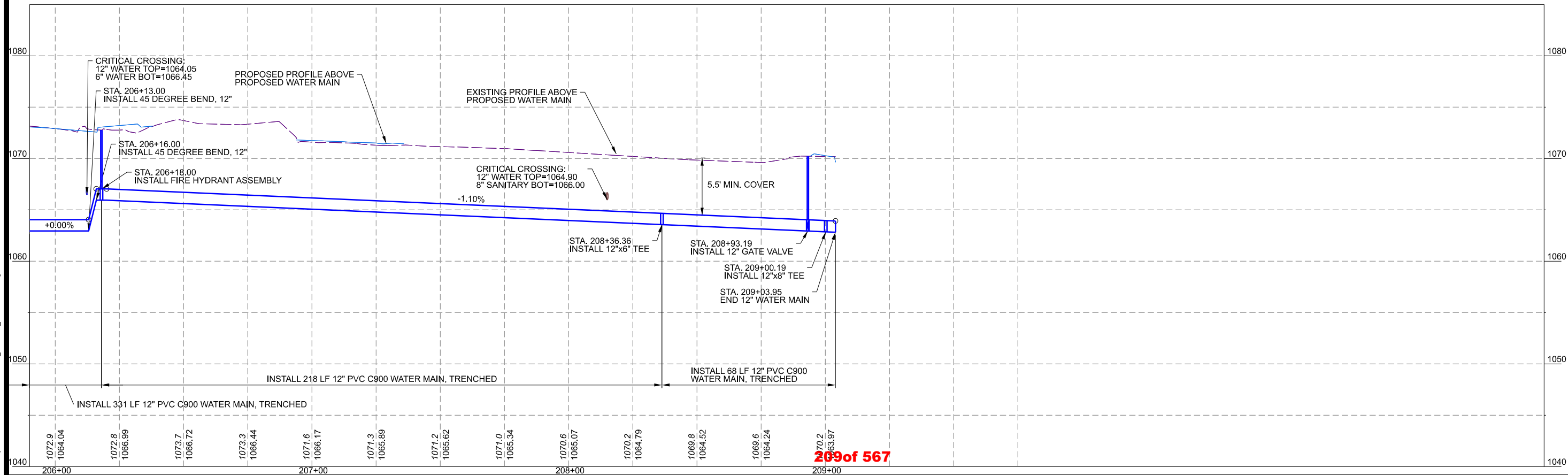
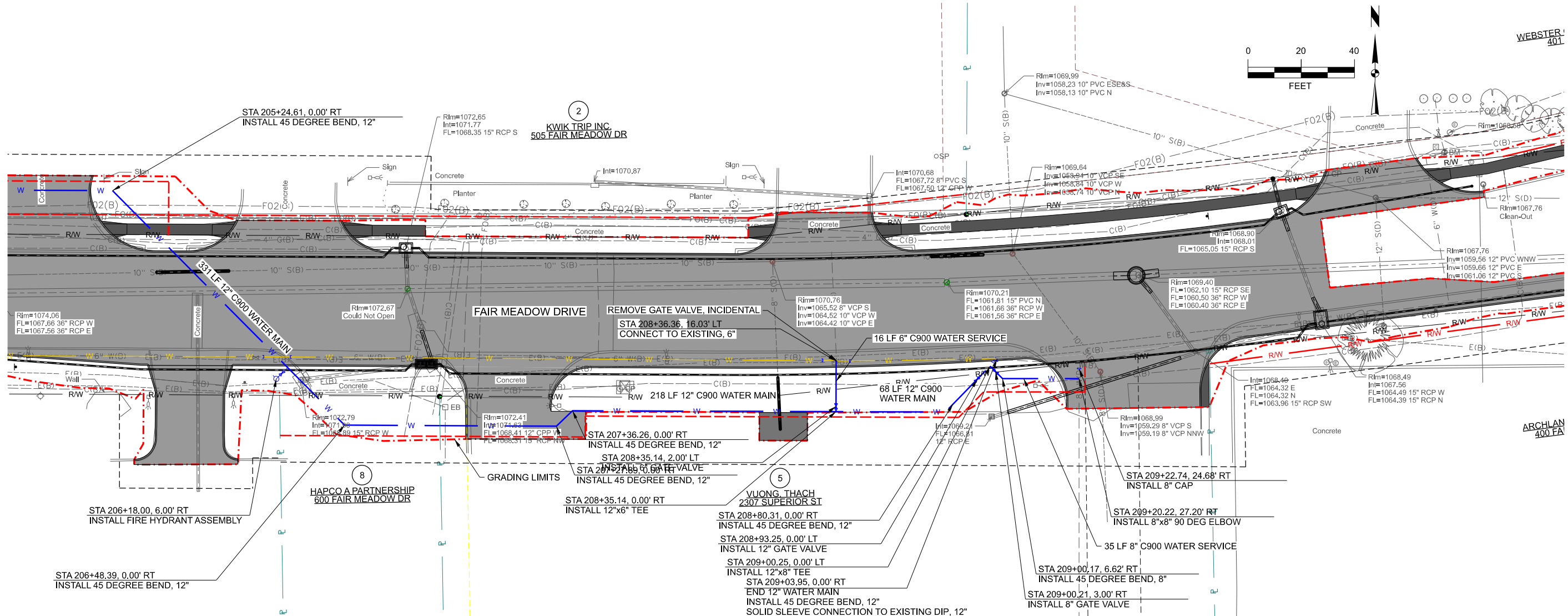
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
WWW.SNYDER-ASSOCIATES.COM



Sheet L.3



OpenRoadsDesigner\_S&P  
C:\ProgramData\Bentley\OpenRoads Designer\Projects\1220346A\_MWM1-MWM2.dgn  
10/12/2023 10:53:27 AM  
V:\Rail Library\CADDStandards\Bentley\Organization\Chilisa\Standards\VC\_1021\_101 for standards.dwg  
ORC Color Highlight PDF-AtRisk



FAIR MEADOW DRIVE RECONSTRUCTION			
WATER MAIN PLAN AND PROFILE			
WEBSTER CITY, IOWA			
MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 20'	12/20
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			Sheet MWM.2

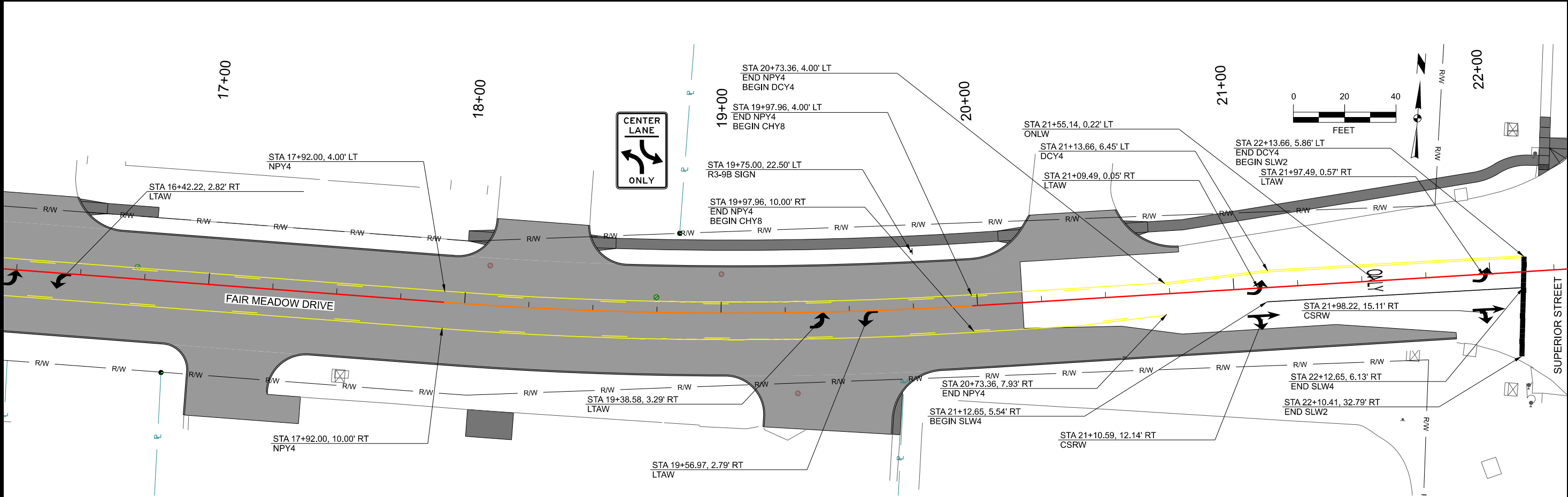
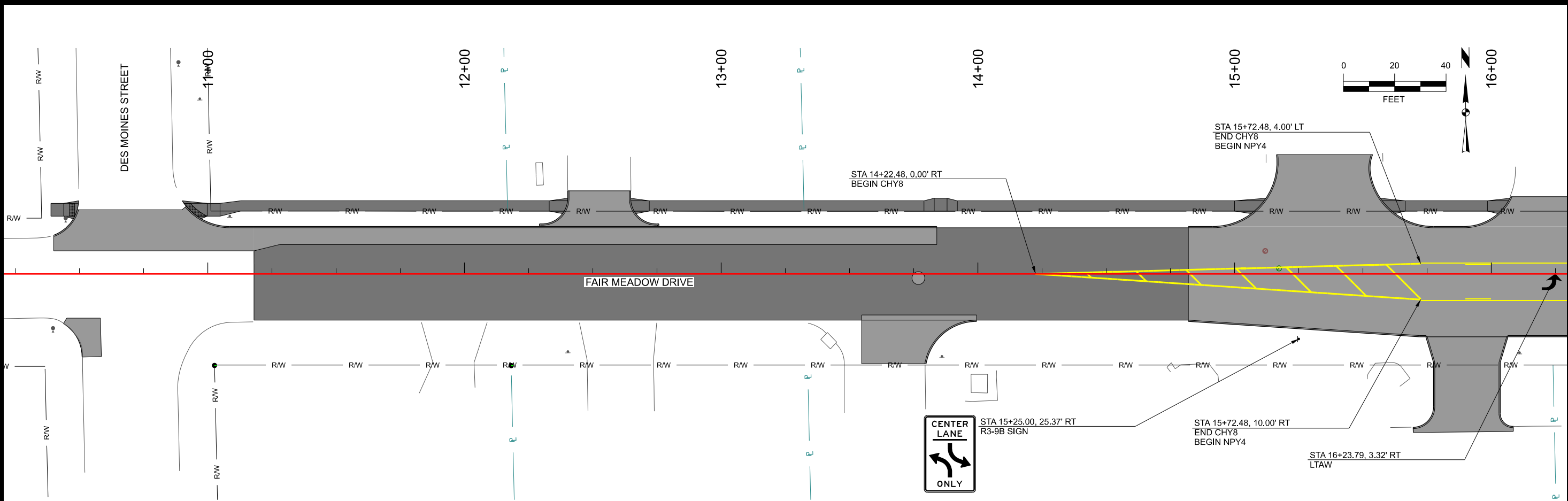
**SNYDER & ASSOCIATES, INC.**

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A  
Sheet MWM.2

C:\Users\h10\OneDrive\Documents\1220346A\_1220346A\_1220346A.dgn  
10/12/2023 10:56:22 AM

OpenRoadsDesigner\_S&T  
V:\Projects\2022\1220346A\1220346A.dgn



Project No: 1220346A		Sheet PM.1	
MARK		REVISION	
Engineer: LEJ	Checked By: LCL	DATE	BY
Technician: EIG	Date: 10/12/2023	Scale: 1"=20'	Field Bk: Pg:
Project No: 1220346A			
FAIR MEADOW DRIVE RECONSTRUCTION			
PAVEMENT MARKINGS AND SIGNING INFORMATION			
WEBSTER CITY, IOWA			
SNYDER & ASSOCIATES, INC.			
2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM			
Project No: 1220346A			
Sheet PM.1			



OpenRoadsDesigner\_SAA  
V:\Projects\2022\1220346.01\CADD\CD\_1220346A\_R1.dgn

## V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

## V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

## V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

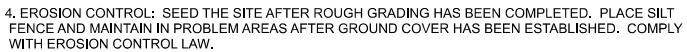
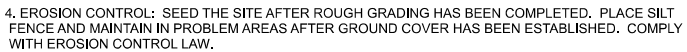
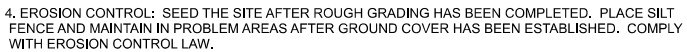
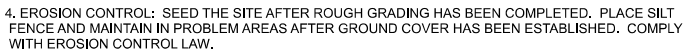
V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

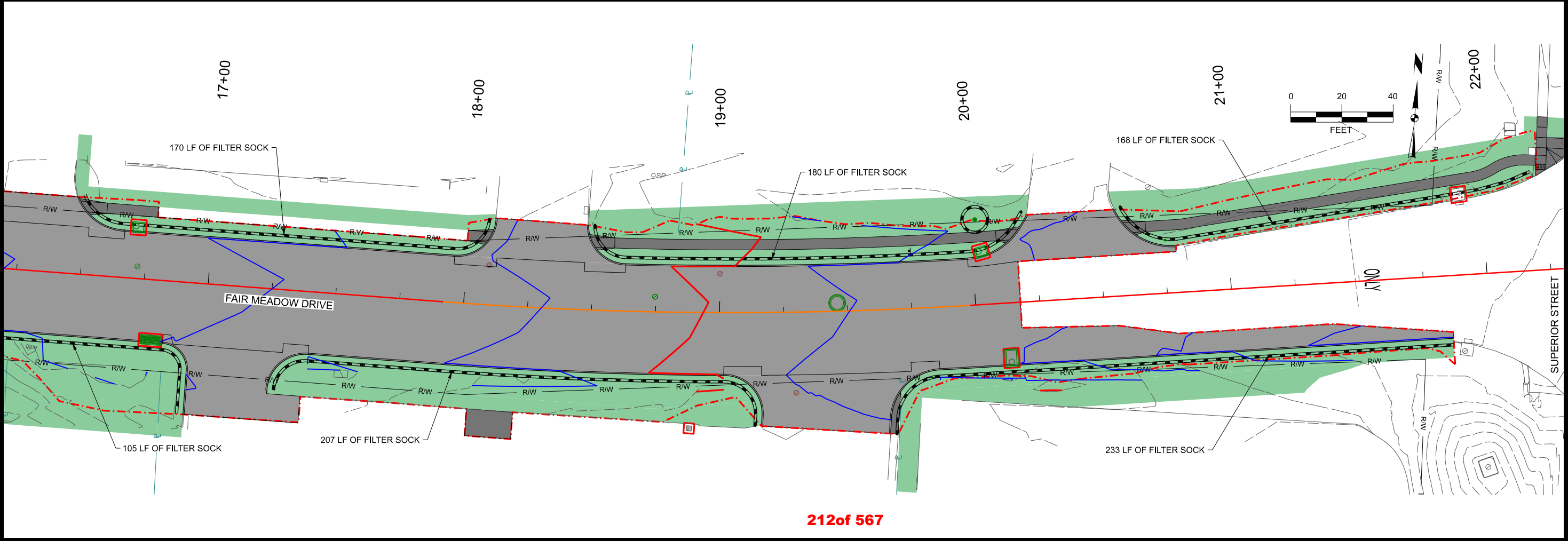
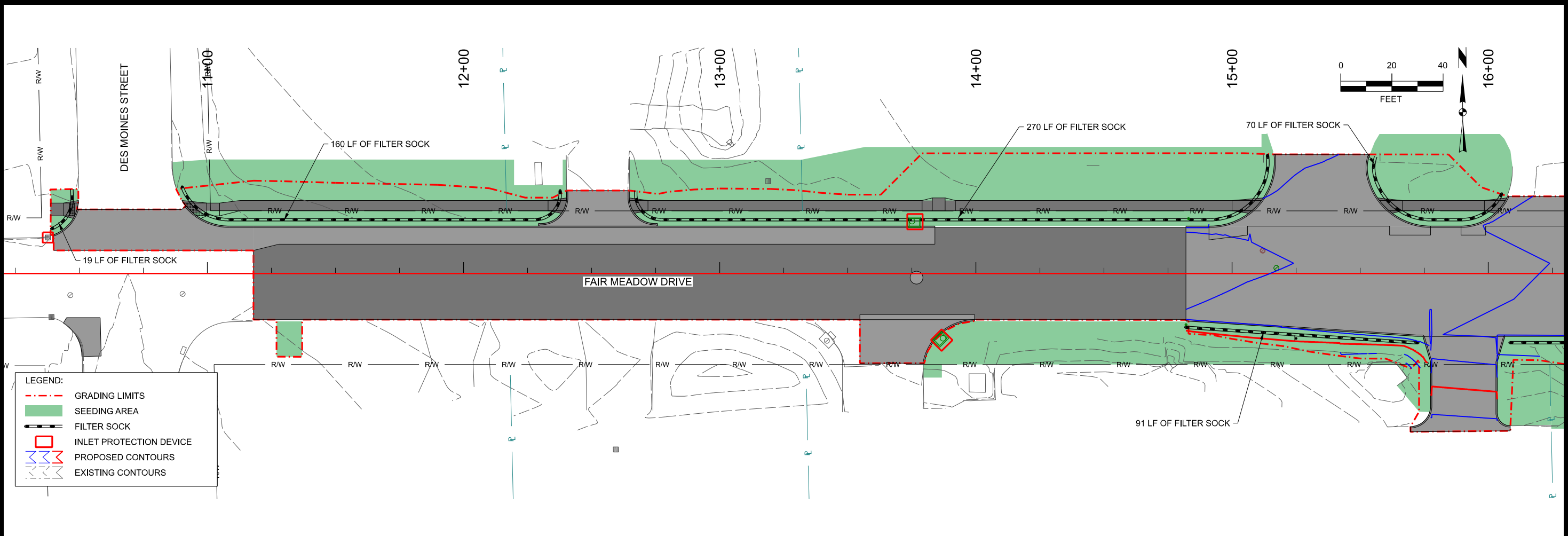
V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

V:\RefLibrary\CADDStandards\Bentley\Organization-CivilS

4. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.



10/12/2023 10:05:25 AM  
OpenRoadsOnline\_SAT  
V:\Projects\2022\1220346A\1220346A\1220346A\1220346A\_1220346A\_R2.dgn  
V:\RedLibrary\CADDStandards\Bentley\Organization\chilSAA\_Standards\10\_L\_2\_CADD\Open\_RoadsStandards.ctb  
ORC:\cadd\MapInfoPDF\_Plotting



MARK		REVISION	DATE	BY
Engineer: LEJ		Checked By: LCL	Scale: 1"=20'	12/20/2023
Technician: EIG		Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A				Sheet R.2


## FAIR MEADOW DRIVE RECONSTRUCTION

SWPPP AND SEEDING INFORMATION

WEBSTER CITY, IOWA

# SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

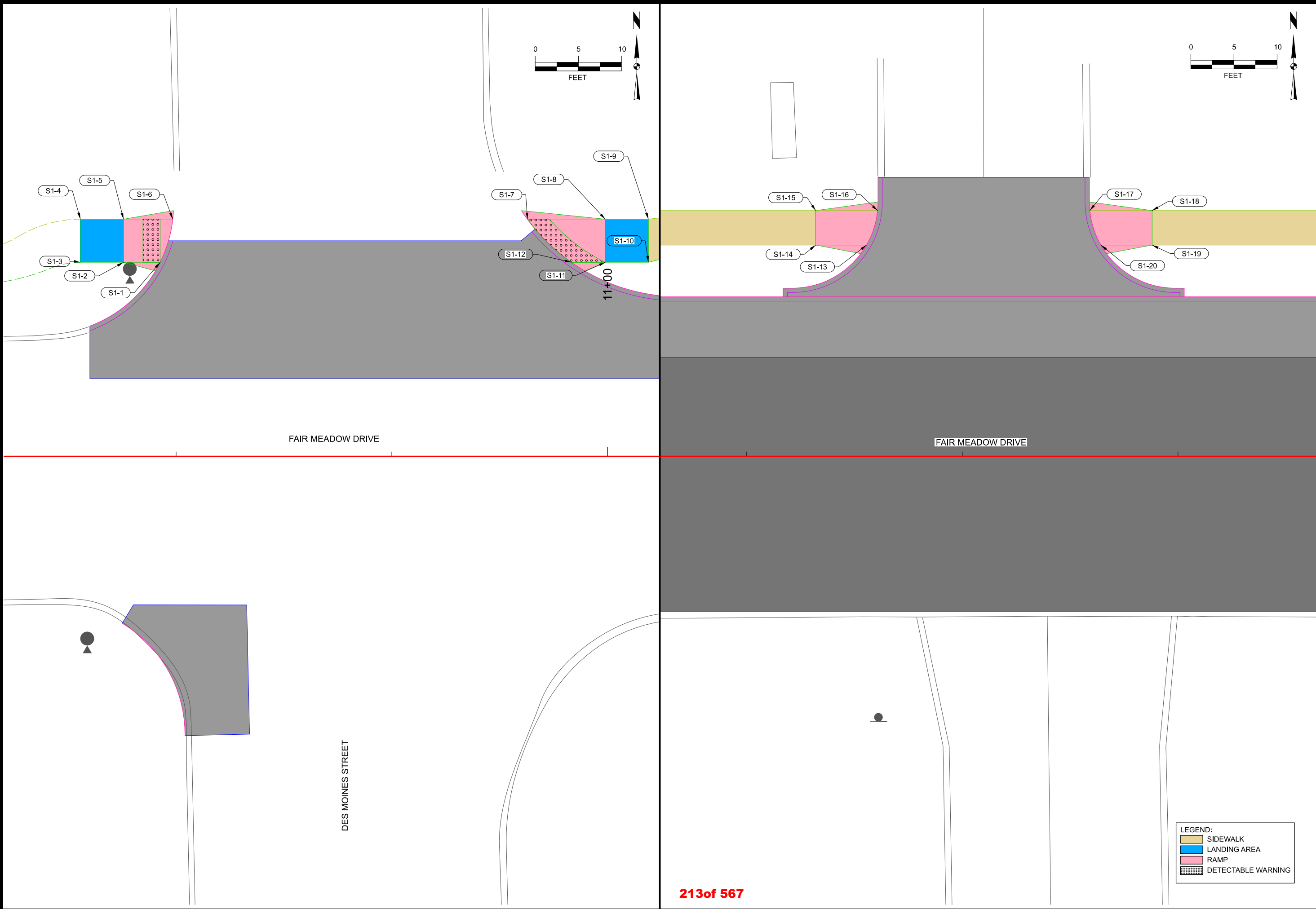


**SNYDER & ASSOCIATES**

Project No: 1220346A

Sheet R.2

OpenRoadsDesigner\_S&T\_V17ProjectS1220346A1220346A\_S1-S&T.dgn 10/12/2023 10:11:12 AM ORSColorHarMapPDF.plt C:\Users\jcauld\OneDrive\Documents\Organization\Cr



**SNYDER & ASSOCIATES**

Project No: 1220346A

Sheet S.1

**FAIR MEADOW DRIVE RECONSTRUCTION**

**SIDEWALK LAYOUT**

**WEBSTER CITY, IOWA**

**SNYDER & ASSOCIATES, INC.**


2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 5'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:

Project No: 1220346A

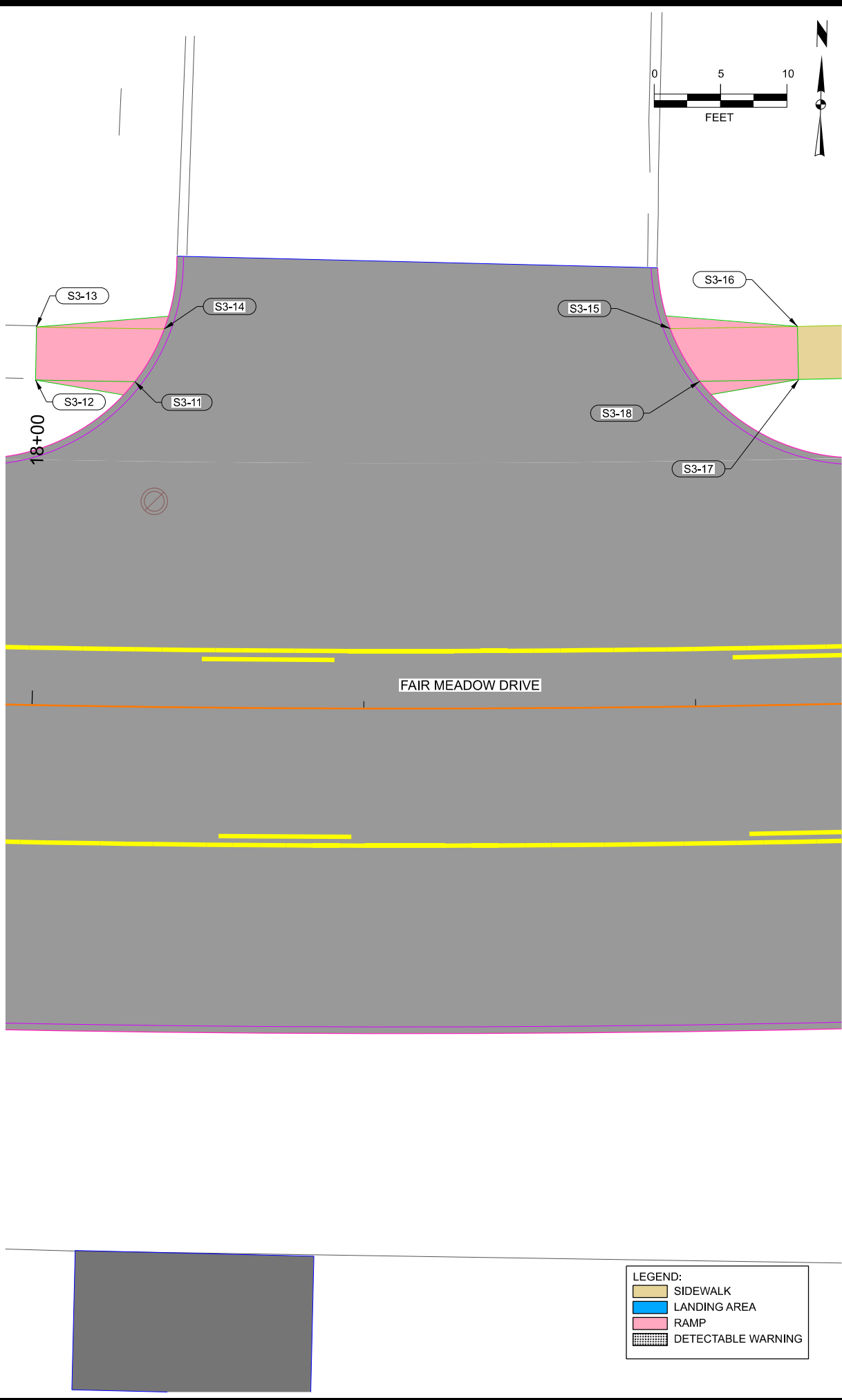
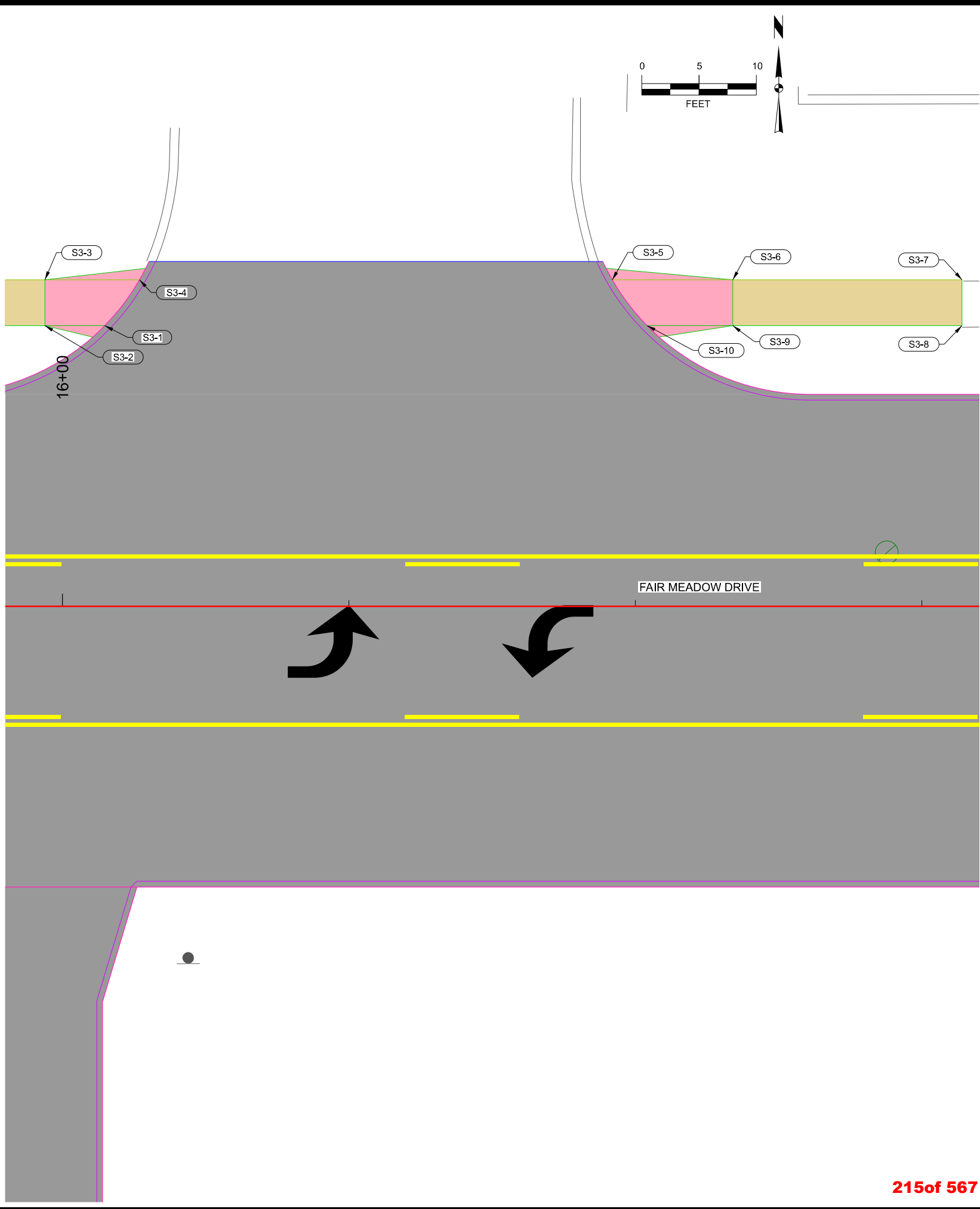
Sheet S.1



 <b>SNYDER</b> & ASSOCIATES		Project No: 1220346A	
		Sheet S.2	
<b>FAIR MEADOW DRIVE RECONSTRUCTION</b>			
SIDEWALK LAYOUT		WEBSTER CITY, IOWA	
<b>SNYDER &amp; ASSOCIATES, INC.</b> 2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM			
MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 5'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A		Sheet S.2	



OpenRoadsOnline\_S&T\_V:\Projects\2022\1220346A\1A\CADD\CD\_1220346A\_S1-S4.dgn 10/12/2023 10:11:15 AM ORSColorHarMapPDF.plt.ctb \\P:\Library\CADD\Standard\Title\Organization=Civil.dwg



LEGEND:

- SIDEWALK
- LANDING AREA
- RAMP
- DETECTABLE WARNING

FAIR MEADOW DRIVE RECONSTRUCTION

SIDEWALK LAYOUT

SNYDER & ASSOCIATES

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1220346A

Sheet S.3

WEBSTER CITY, IOWA

Project No: 1220346A

MARK

Engineer: LEJ

Technician: EIG

REVISION

Checked By: LCL

Date: 10/12/2023

DATE

Scale: 1"= 5'

Field Bk: Pg:

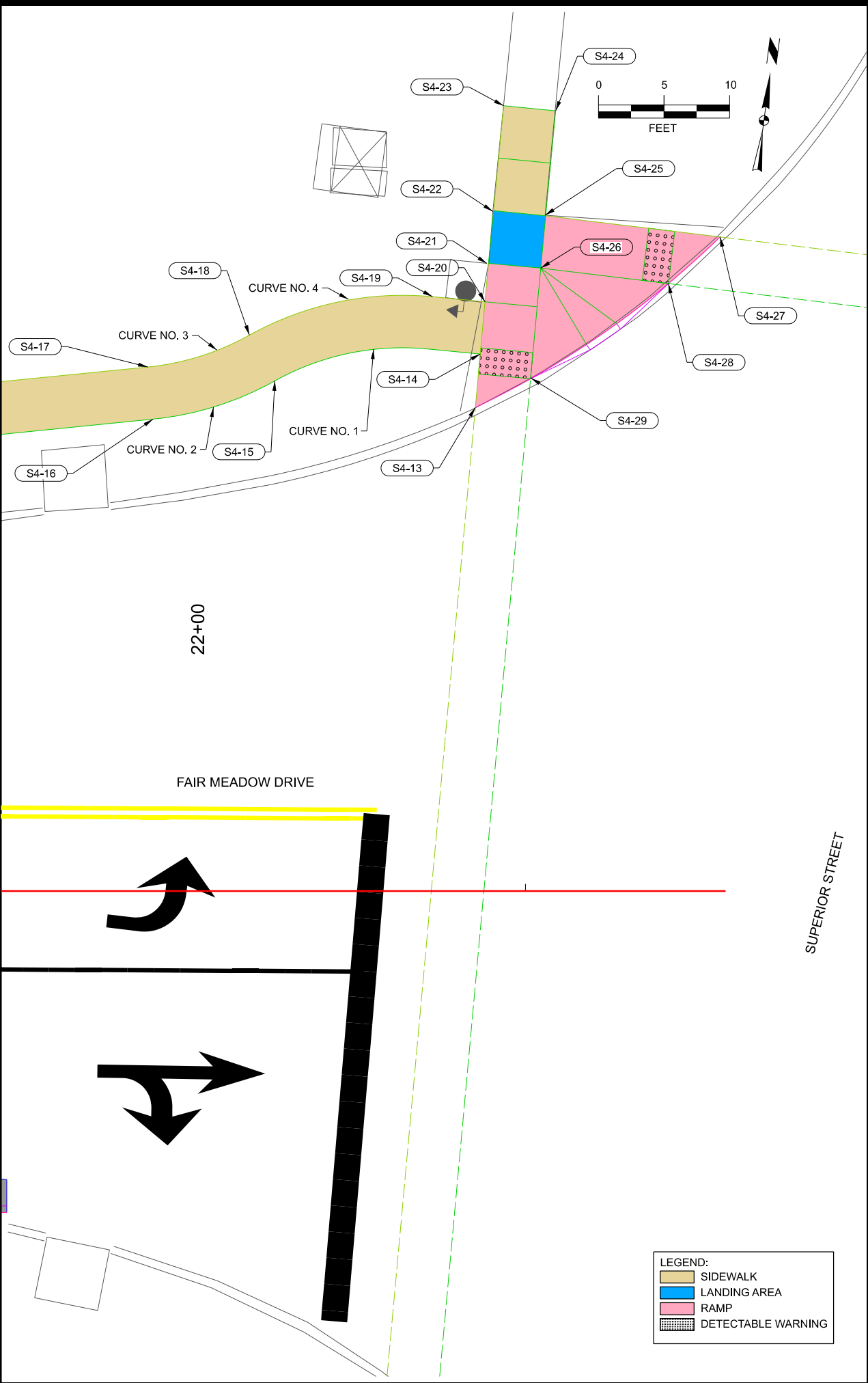
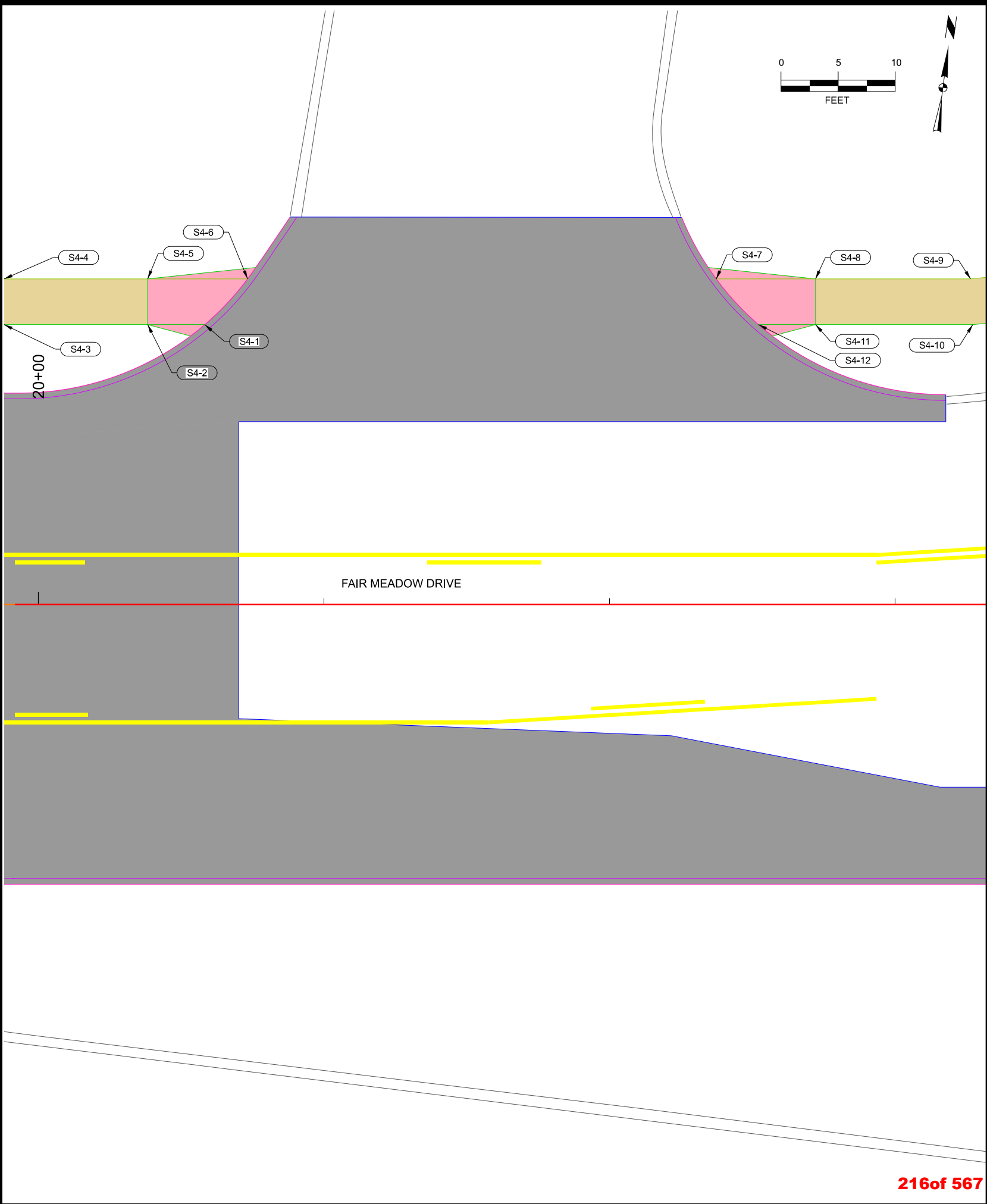
BY

1"= 5'

Pg:

Sheet S.3

OpenRoadsDesigner\_S4.rvt  
V:\Projects\2022\1220346A\1220346A\_1220346A\_S1-S4.dgn  
10/12/2023 10:11:17 AM  
ORSColorHarMapPDF.plt  
V:\Library\CADD Standards\Library\Organization\C-1.rvt



FAIR MEADOW DRIVE RECONSTRUCTION		WEBSTER CITY, IOWA	
SIDEWALK LAYOUT		Project No: 1220346A	
SNYDER & ASSOCIATES, INC.		Sheet S.4	
2727 SW SNYDER BLVD ANKENY, IOWA 50023 515-964-2020   WWW.SNYDER-ASSOCIATES.COM		Project No: 1220346A	
Project No: 1220346A		Sheet S.4	

OpenRoadsDesktop - S:\V\Projects\2022\1220346A\ACADD\CD\_1220346A\_SS-56.dgn 10/12/2023 11:27:54 AM ORS Color Hatch and Plot Attributes File Library\CD Standards\Utility\Organization - Civil.dwg

113-10  
04-18-17

SIDEWALK COMPLIANCE

See S Sheets

\* Does not include curb  
① Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.  
② Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk ②	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant? ①	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.	%							
S1-1	S1-2	Ramp Running Slope	6	5.06	0.12	2.4%	0.5% to 8.3%					S1-1	10+48.97	-24.50	1081.82
S1-1	S1-7	Crosswalk Cross Slope - No Yield Condition	6	4.08	0.12	2.9%	0.0% to 5.0%					S1-2	10+43.91	-24.50	1081.94
S1-2	S1-3	Landing/Turning Space	4	5.00	0.02	0.4%	0.1% to 2.0%					S1-3	10+38.91	-24.50	1081.96
S1-2	S1-6	Landing/Turning Space	4	4.00	0.07	1.7%	0.1% to 2.0%	Yes				S1-4	10+38.91	-29.50	1082.04
S1-3	S1-4	Landing/Turning Space	4	5.00	0.08	1.6%	0.1% to 2.0%	Yes				S1-5	10+43.91	-29.50	1082.02
S1-4	S1-5	Landing/Turning Space	4	5.00	-0.02	-0.4%	0.1% to 2.0%					S1-6	10+43.91	-29.50	1082.01
S1-5	S1-6	Landing/Turning Space	4	1.00	-0.01	-1.0%	0.1% to 2.0%					S1-7	10+49.69	-28.50	1081.94
S1-6	S1-7	Ramp Running Slope	6	5.79	-0.07	-1.2%	0.5% to 8.3%								
S1-8	S1-9	Ramp Running Slope	6	8.96	0.10	1.1%	0.5% to 8.3%					S1-8	10+90.04	-28.50	1081.43
S1-8	S1-15	Crosswalk Cross Slope - No Yield Condition	6	5.22	-0.13	-2.5%	0.0% to 5.0%					S1-9	10+99.00	-28.50	1081.53
S1-9	S1-10	Landing/Turning Space	4	1.00	-0.01	-1.0%	0.1% to 2.0%					S1-10	10+99.00	-29.50	1081.52
S1-9	S1-12	Landing/Turning Space	4	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				S1-11	11+04.00	-29.50	1081.44
S1-9	S1-14	Landing/Turning Space	4	4.00	0.07	1.7%	0.1% to 2.0%	Yes				S1-12	11+04.00	-28.50	1081.45
S1-10	S1-11	Landing/Turning Space	4	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				S1-13	11+04.00	-24.50	1081.52
S1-11	S1-12	Landing/Turning Space	4	1.00	0.01	1.0%	0.1% to 2.0%					S1-14	10+99.00	-24.50	1081.60
S1-12	S1-13	Landing/Turning Space	4	4.00	0.07	1.7%	0.1% to 2.0%	Yes				S1-15	10+93.38	-24.50	1081.30
S1-13	S1-14	Landing/Turning Space	4	5.00	0.08	1.6%	0.1% to 2.0%	Yes							
S1-14	S1-15	Ramp Running Slope	6	5.62	-0.30	-5.3%	0.5% to 8.3%								
S1-16	S1-17	Ramp Running Slope	6	5.88	0.24	4.1%	0.5% to 8.3%					S1-16	12+38.88	-24.50	1078.37
S1-16	S1-19	Crosswalk Cross Slope - No Yield Condition	6	4.23	0.01	0.2%	0.0% to 5.0%					S1-17	12+33.00	-24.50	1078.61
S1-17	S1-18	Sidewalk Cross Slope	4	4.00	-0.06	-1.5%	0.5% to 2.0%					S1-18	12+33.00	-28.50	1078.55
S1-18	S1-19	Ramp Running Slope	6	7.17	-0.17	-2.4%	0.5% to 8.3%					S1-19	12+40.17	-28.50	1078.38
S1-20	S1-21	Ramp Running Slope	6	7.23	0.07	1.0%	0.5% to 8.3%					S1-20	12+64.77	-28.50	1078.08
S1-20	S1-23	Crosswalk Cross Slope - No Yield Condition	6	4.23	-0.14	-3.3%	0.0% to 5.0%					S1-21	12+72.00	-28.50	1078.15
S1-21	S1-22	Sidewalk Cross Slope	4	4.00	-0.04	-1.0%	0.5% to 2.0%					S1-22	12+72.00	-24.50	1078.11
S1-22	S1-23	Ramp Running Slope	6	5.94	-0.17	-2.9%	0.5% to 8.3%					S1-23	12+66.06	-24.50	1077.94
S2-1	S2-2	Landing/Turning Space	4	4.00	0.06	1.5%	0.1% to 2.0%					S2-1	13+83.00	-24.50	1075.51
S2-1	S2-6	Landing/Turning Space	4	5.00	-0.09	-1.8%	0.1% to 2.0%	Yes				S2-2	13+83.00	-28.50	1075.57
S2-2	S2-3	Landing/Turning Space	4	1.00	0.01	1.0%	0.1% to 2.0%					S2-3	13+83.00	-29.50	1075.58
S2-2	S2-5	Landing/Turning Space	4	5.00	-0.09	-1.8%	0.1% to 2.0%	Yes				S2-4	13+88.00	-29.50	1075.49
S2-3	S2-4	Landing/Turning Space	4	5.00	-0.09	-1.8%	0.1% to 2.0%	Yes				S2-5	13+88.00	-28.50	1075.48
S2-4	S2-5	Landing/Turning Space	4	1.00	-0.01	-1.0%	0.1% to 2.0%					S2-6	13+88.00	-24.50	1075.42
S2-5	S2-6	Landing/Turning Space	4	4.00	-0.06	-1.5%	0.1% to 2.0%								
S2-7	S2-8	Ramp Running Slope	6	7.75	0.44	5.7%	0.5% to 8.3%					S2-7	15+07.75	-24.50	1073.96
S2-7	S2-10	Crosswalk Cross Slope - No Yield Condition	6	5.50	0.03	0.5%	0.0% to 5.0%					S2-8	15+00.00	-24.50	1074.40
S2-8	S2-9	Sidewalk Cross Slope	4	4.00	0.06	1.5%	0.5% to 2.0%					S2-9	15+00.00	-28.50	1074.46
S2-9	S2-10	Ramp Running Slope	6	11.50	-0.47	-4.1%	0.5% to 8.3%					S2-10	15+11.50	-28.50	1073.99
S2-11	S2-12	Ramp Running Slope	6	8.97	0.44	4.9%	0.5% to 8.3%					S2-11	15+57.50	-28.50	1073.60
S2-11	S2-14	Crosswalk Cross Slope - No Yield Condition	6	5.50	-0.05	-0.9%	0.0% to 5.0%					S2-12	15+66.47	-28.50	1074.04
S2-12	S2-13	Sidewalk Cross Slope	4	4.00	-0.06	-1.5%	0.5% to 2.0%					S2-13	15+66.47	-24.50	1073.98
S2-13	S2-14	Ramp Running Slope	6	5.22	-0.43	-8.2%	0.5% to 8.3%	Yes				S2-14	15+61.25	-24.50	1073.55
S3-1	S3-2	Ramp Running Slope	6	5.22	0.42	8.0%	0.5% to 8.3%	Yes				S3-1	16+03.68	-24.50	1073.20
S3-1	S3-4	Crosswalk Cross Slope - No Yield Condition	6	5.04	0.02	0.4%	0.0% to 5.0%					S3-2	15+98.47	-24.50	1073.62
S3-2	S3-3	Sidewalk Cross Slope	4	4.00	0.06	1.5%	0.5% to 2.0%					S3-3	15+98.47	-28.50	1073.68
S3-3	S3-4	Ramp Running Slope	6	8.25	-0.46	-5.6%	0.5% to 8.3%					S3-4	16+06.72	-28.50	1073.22
S3-5	S3-6	Ramp Running Slope	6	10.52	0.31	2.9%	0.5% to 8.3%					S3-5	16+47.98	-28.50	1072.62
S3-5	S3-10	Crosswalk Cross Slope - No Yield Condition	6	5.04	-0.09	-1.8%	0.0% to 5.0%					S3-6	16+58.50	-28.50	1072.93
S3-6	S3-7	Sidewalk Running Slope	4	20.00	-0.15	-0.8%	0.5% to 5.0%					S3-7	16+78.50	-28.50	1072.78
S3-6	S3-9	Sidewalk Cross Slope	4	4.00	-0.06	-1.5%	0.5% to 2.0%					S3-8	16+78.50	-24.50	1072.72
S3-7	S3-8	Match Existing Cross Slope	4	4.00	-0.06	-1.5%	Match Existing					S3-9	16+58.50	-24.50	1072.87
S3-8	S3-9	Sidewalk Running Slope	4	20.00	0.15	0.7%	0.5% to 5.0%					S3-10	16+51.02	-24.50	1072.53
S3-9	S3-10	Ramp Running Slope	6	7.48	-0.34	-4.5%	0.5% to 8.3%								
S3-11	S3-12	Ramp Running Slope	6	7.49	0.43	5.7%	0.5% to 8.3%					S3-11	18+07.41	-24.50	1071.09
S3-11	S3-14	Crosswalk Cross Slope - No Yield Condition	6	4.57	0.01	0.2%	0.0% to 5.0%					S3-12	17+99.80	-24.50	1071.52
S3-12	S3-13	Match Existing Cross Slope	4	4.00	0.06	1.5%	Match Existing					S3-13	17+99.80	-28.50	1071.58
S3-13	S3-14	Ramp Running Slope	6	9.63	-0.48	-5.0%	0.5% to 8.3%					S3-14	18+09.61	-28.50	1071.10
S3-15	S3-16	Ramp Running Slope	6	9.59	0.30	3.1%	0.5% to 8.3%					S3-15	18+48.47	-28.50	1070.66
S3-15	S3-18	Crosswalk Cross Slope - No Yield Condition	6	4.57	-0.09	-2.0%	0.0% to 5.0%					S3-16	18+58.25	-28.50	1070.96
S3-16	S3-17	Sidewalk Cross Slope	4	4.00	-0.06	-1.5%	0.5% to 2.0%					S3-17	18+58.25	-24.50	1070.90
S3-17	S3-18	Ramp Running Slope	6	7.45	-0.33	-4.4%	0.5% to 8.3%					S3-18	18+50.67	-24.50	1070.57
S4-1	S4-2	Ramp Running Slope	6	5.00	0.26	5.2%	0.5% to 8.3%					S4-1	20+14.57	-24.50	1068.04
S4-1	S4-6	Crosswalk Cross Slope - No Yield Condition	6	5.50	0.03	0.5%	0.0% to 5.0%					S4-2	20+09.57	-24.50	1068.30
S4-2	S4-3	Sidewalk Running Slope	4	11.61	0.57	4.9%	0.5% to 5.0%	Yes				S4-3	19+97.96	-24.50	1068.87
S4-2	S4-5	Sidewalk Cross Slope	4	4.00	0.06	1.5%	0.5% to 2.0%					S4-4	19+97.96	-28.50	1068.93
S4-3	S4-4	Sidewalk Cross Slope	4	4.00	0.06	1.5%	0.5% to 2.0%					S4-5	20+09.57	-28.50	1068.36

113-10  
04-18-17

DATE  
11/12/2023

BY

Scale: 1"= NTS

Field Bk:

Project No: 1220346A

Sheet S.5

FAIR MEADOW DRIVE RECONSTRUCTION

SIDEWALK COMPLIANCE INFORMATION

WEBSTER CITY, IOWA

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

SNYDER  
& ASSOCIATES

Project No: 1220346A

Sheet S.5

OpenRoadsDesktop - S:\V\Projects\2022\1220346A\1\ACADD\CD\_1220346A\_SS-S6.dgn 10/12/2023 11:26:47 AM ORSColorHarvestingPDF.pltbig V:\Utility\CADD\Standard\Utility\Organization-Civil

113-10  
04-18-17

SIDEWALK COMPLIANCE

See S Sheets

\* Does not include curb

① Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

② Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_ " PCC Sidewalk  ②	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?  ①	Measured Slope  %	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES				
												Point	Station	Offset	Elevation	
							FT	FT	%	Pos. or Neg.						
S4-4	S4-5	Sidewalk Running Slope	4	11.61	-0.57	-4.9%	0.5% to 5.0%	Yes					S4-6	20+18.32	-28.50	1068.07
S4-5	S4-6	Ramp Running Slope	6	8.75	-0.29	-3.3%	0.5% to 8.3%									
S4-7	S4-8	Ramp Running Slope	6	8.69	0.31	3.6%	0.5% to 8.3%						S4-7	20+59.35	-28.50	1067.75
S4-7	S4-12	Crosswalk Cross Slope - No Yield Condition	6	5.46	-0.15	-2.7%	0.0% to 5.0%						S4-8	20+68.04	-28.50	1068.06
S4-8	S4-9	Sidewalk Running Slope	4	13.57	0.31	2.3%	0.5% to 5.0%						S4-9	20+81.61	-28.50	1068.37
S4-8	S4-11	Sidewalk Cross Slope	4	4.00	-0.06	-1.5%	0.5% to 2.0%						S4-10	20+81.81	-24.50	1068.31
S4-9	S4-10	Sidewalk Cross Slope	4	4.01	-0.06	-1.5%	0.5% to 2.0%						S4-11	20+68.04	-24.50	1068.00
S4-10	S4-11	Sidewalk Running Slope	4	13.77	-0.31	-2.3%	0.5% to 5.0%						S4-12	20+63.04	-24.50	1067.60
S4-11	S4-12	Ramp Running Slope	6	5.00	-0.40	-8.0%	0.5% to 8.3%	Yes								
S4-13	S4-14	Sidewalk Running Slope	4	17.68	0.70	4.0%	0.5% to 5.0%						S4-13	22+22.16	-48.10	1066.15
S4-13	S4-18	Match Existing Cross Slope	4	4.00	0.02	0.5%	Match Existing						S4-14	22+06.05	-42.36	1066.85
S4-14	S4-15	Sidewalk Running Slope	4	16.44	-0.39	-2.4%	0.5% to 5.0%						S4-15	21+91.49	-35.46	1066.46
S4-14	S4-17	Sidewalk Cross Slope	4	4.00	0.06	1.5%	0.5% to 2.0%						S4-16	21+91.09	-39.44	1066.52
S4-15	S4-16	Sidewalk Cross Slope	4	4.00	0.06	1.5%	0.5% to 2.0%						S4-17	22+03.23	-45.19	1066.91
S4-16	S4-17	Sidewalk Running Slope	4	13.70	0.39	2.8%	0.5% to 5.0%						S4-18	22+22.56	-52.08	1066.17
S4-17	S4-18	Sidewalk Running Slope	4	21.21	-0.74	-3.5%	0.5% to 5.0%									

FAIR MEADOW DRIVE RECONSTRUCTION

SIDEWALK COMPLIANCE INFORMATION

SNYDER & ASSOCIATES, INC.

2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

515-964-2020 | WWW.SNYDER-ASSOCIATES.COM

2123

WEBSTER CITY, IOWA

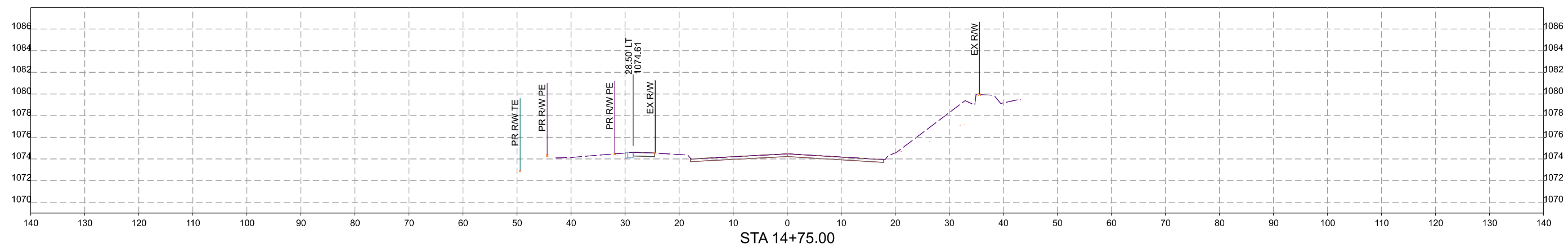
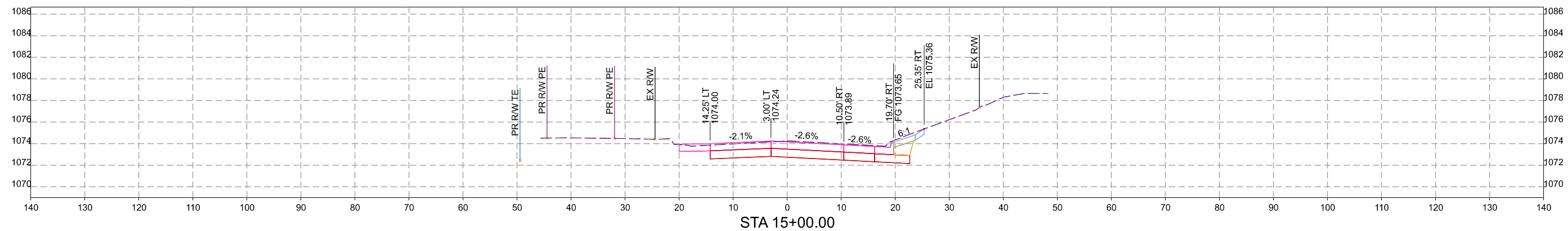
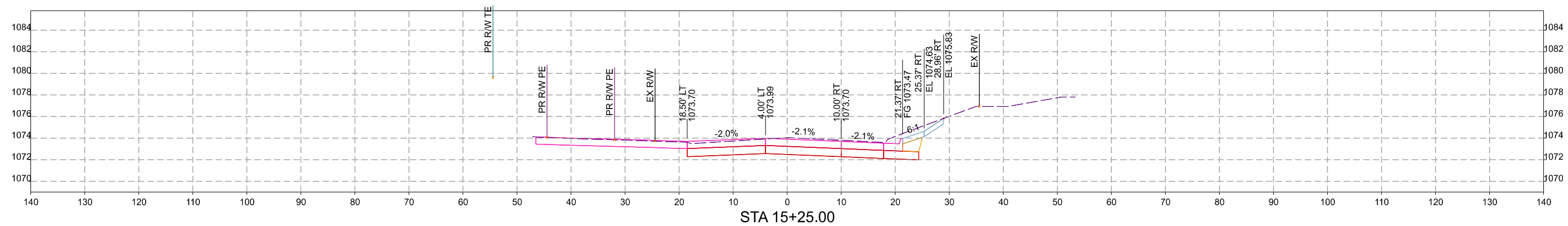
Project No: 1220346A

Sheet S.6





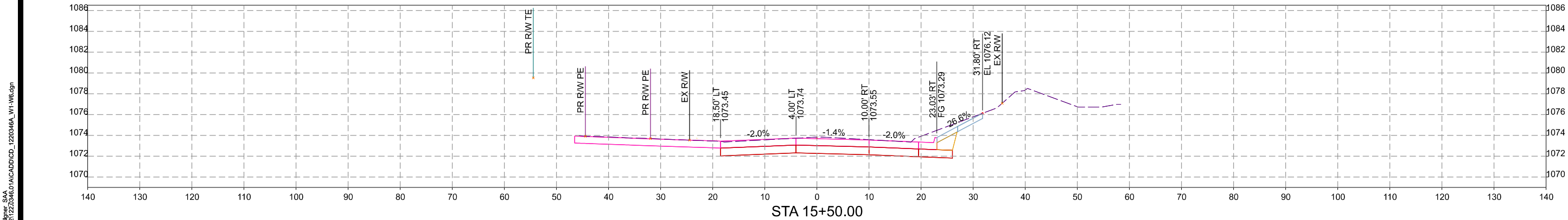
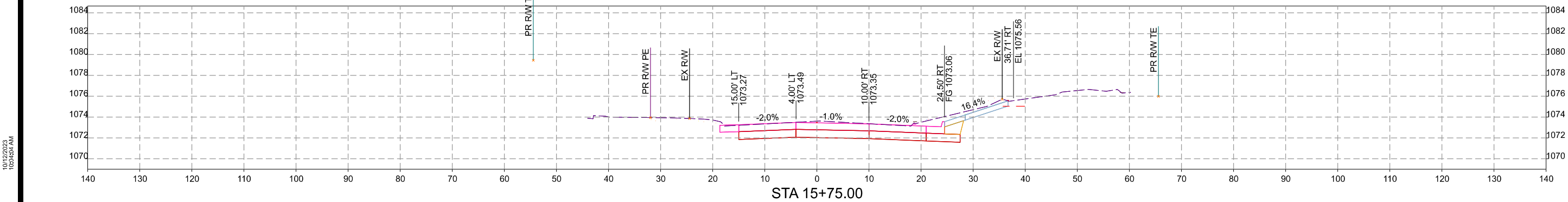
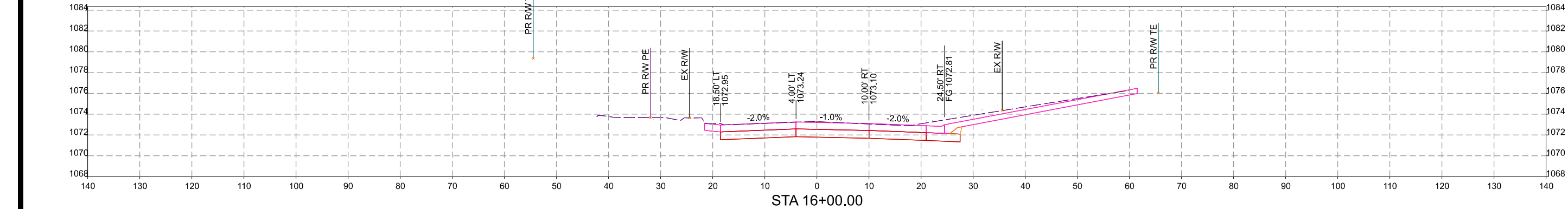




OpenRoadsDesktop - S:\V\Projects\2221220346A\ACADD\CD\_1220346A\_W1-W6.dgn 10/12/2023 10:40:41 AM

C:\Users\harry\OneDrive\Documents\Standard\Library\Organization\Cr

CRS ColorHarMap.pdf, atc



MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 10'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			Sheet W.2



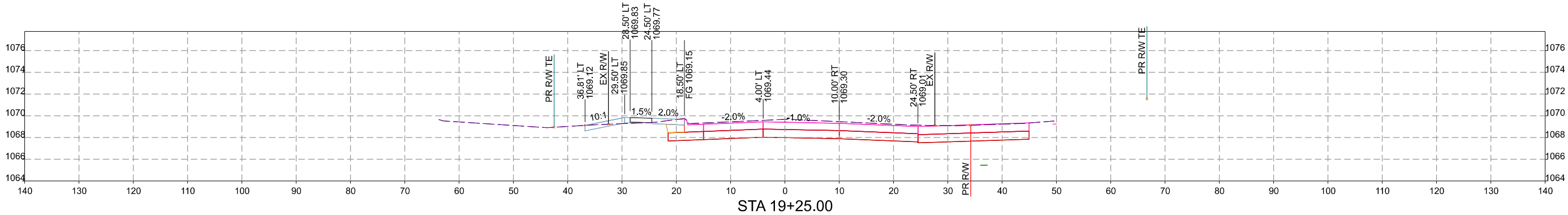
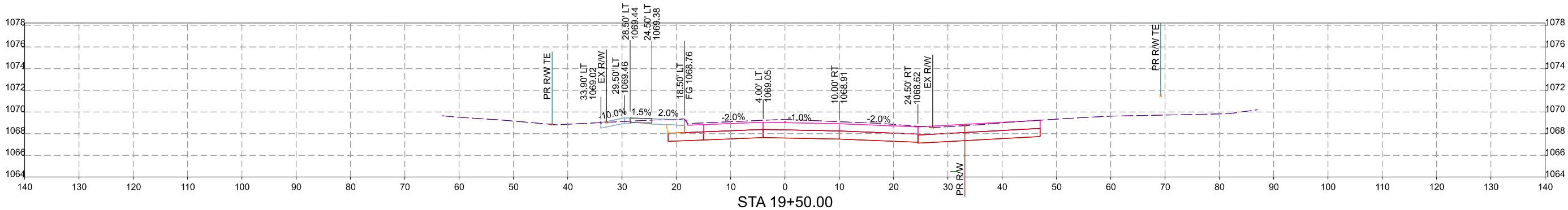
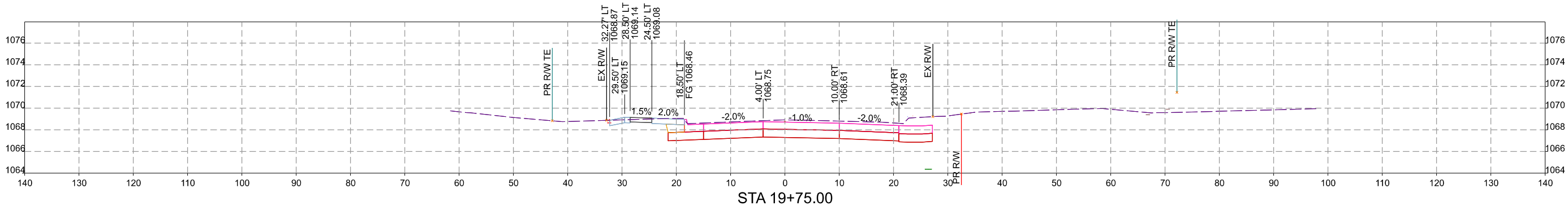
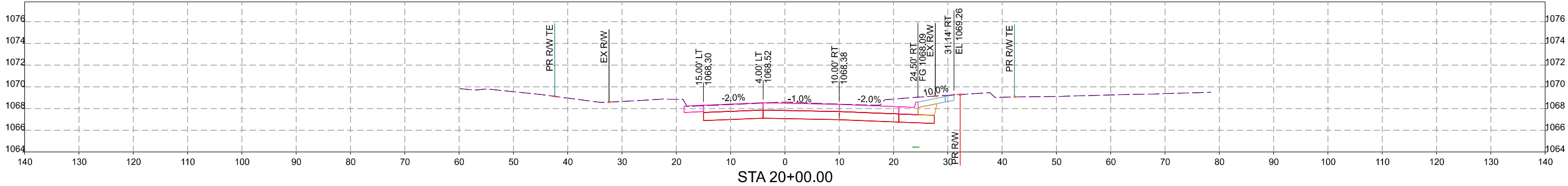






OpenRoadsDesigner\_S&T  
V:\Projects\2022\1220346A\1ACADD\CD\_1220346A\_W1-W6.dgn 10/12/2023 10:47:12 AM

ORSColorHarMapPDF.plt  
V:\Library\CADDStandards\Bentley\Organization\Crk



MARK	REVISION	DATE	BY
Engineer: LEJ	Checked By: LCL	Scale: 1"= 10'	
Technician: EIG	Date: 10/12/2023	Field Bk:	Pg:
Project No: 1220346A			Sheet W.6



***Contract Documents***  
***for***  
***Fair Meadow Drive Reconstruction***  
***Project***

***Prepared for:***

***City of Webster City  
Public Works Department  
400 Second Street  
Webster City, Iowa 50595***



***Prepared by:***

***Snyder & Associates  
2727 SW Snyder Boulevard  
Ankeny, IA 50023***



# *Contract Documents*


*for*

## *Fair Meadow Drive Reconstruction Project*

*Prepared for:*

*City of Webster City  
Public Works Department  
400 Second Street  
Webster City, Iowa 50595*

Prepared by:

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	<div style="text-align: right;">10/16/2023</div> <div>_____</div>
	Laura C. Lamberty, P.E. <span style="float: right;">Date</span>
	License Number P21814
	My License Renewal Date is December 31, 2024
Pages or sheets covered by this seal:	
_____	
_____	

*Prepared by:*

*Snyder & Associates, Inc.  
2727 SW Snyder Blvd.  
Ankeny, IA 50023*

## **TABLE OF CONTENTS**

### **BIDDING INFORMATION**

	<b><u>PAGES</u></b>
NOTICE TO BIDDERS	NB-1 to NB-3
NOTICE OF HEARING	NH-1 to NH-2
INSTRUCTIONS TO BIDDERS	IB-1 to IB 3
PROPOSAL	PP-1 to PP-8
BIDDERS STATUS FORM	PP-9
WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS	PP-10
STATEMENT OF BIDDER'S QUALIFICATIONS FORM	PP-11 to PP-13
BID BOND	BB-1 to BB-2
NON-COLLISION AFFIDAVIT STATEMENT	BB-3
SUBCONTRACTORS LIST	BB-4
BID CERTIFICATION	BB-5
CONTRACT	CT-1 to CT-9
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND	PPM-1 to PPM-4
NOTICE TO PROCEED	NP-1
 SPECIAL PROVISIONS – PART 1	 SP-1 TO SP-8

### **STANDARD SPECIFICATIONS**

The 2022 Edition of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications shall apply to all work performed on this project unless otherwise noted herein, or within the Special Provisions included in the Contract Documents.

- In addition to the Contract Documents, the Contractor is required to have a copy of the 2022 edition of the SUDAS Standard Specifications Manual on the job site at all times.
- A paper copy of the SUDAS Standard Specifications Manual may be purchased at the following link: <https://iowasudas.org/order-the-manuals/>
- An electronic copy of the SUDAS Standard Specifications Manual may be found at the SUDAS website: [www.iowasudas.org](http://www.iowasudas.org). The electronic copy can be printed free of charge.

## ***Bidding Information***



## **NOTICE TO BIDDERS**

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

#### **JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT**

#### **Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement**

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **Fair Meadow Drive Reconstruction Project** at its meeting at **6:00 P.M. on the 20<sup>th</sup> day of November, 2023**, in said City Council Chambers, Webster City Hall, 400 Second Street, Webster City, Iowa 50595.

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M.** according to the clock in said City Council Chambers on the **14<sup>th</sup> day of November, 2023**, at the reception desk in the City Hall, 400 Second Street, Webster City, Iowa 50595.

#### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened by the City Staff and bids tabulated at **2:00 P.M.** on the **14<sup>th</sup> day of November, 2023**, in said City Council Chambers. Bids will be considered by the City Council at its meeting on the **20<sup>th</sup> of November, 2023 at 6:05 P.M.** The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### **Contract Documents**

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Webster City Hall, 400 Second Street, Webster City, Iowa 50595.

An electronic copy of the Contract Documents is available at [www.snyder-associates.com/bids](http://www.snyder-associates.com/bids) for no cost and choosing the **Fair Meadow Drive Reconstruction Project** on the left. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 911 Central Avenue, Fort Dodge, Iowa 50501, for a fee of Twenty-five Dollars (\$25.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-573-2030 in advance to reserve a paper copy.

## General Nature of the Public Improvement

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street “Freeman Journal Parking Lot Driveway Repairs”; (B) First Street from Seneca Street to Superior Street “North Curb and Gutter Replacement”; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9” Modified Subbase “City Furnished”, 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12” PVC Storm Sewer, 50 LF of 15” RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12” PVC C900 Water Main, 30 LF or less of 8”, 6” and 4” PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72” SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9” PCC Pavement; 210 SY of 11” PCC Pavement Widening; 25 LF of 2.5’ curb and gutter; 250 LF 5’ curb and gutter; 600 SY of 3” HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7” PCC Driveway; 415 SY of 8” PCC Driveway; Asphalt and PCC Patches; related removals; 3’ 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Webster City, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder’s security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier’s check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Webster City. The bid shall contain no condition except as provided in the specifications.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Webster City and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Webster City from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two (2) years from and after acceptance of the Contract.

## Title VI Compliance

The City of Webster City, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 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 an award.

## Completion of Work

The Early Start date is Monday, April 15, 2024. The Late Start date is June 3, 2024. The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract and the early and late start dates. The work shall be diligently worked to completion.

The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

The City of Webster City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this \_\_\_\_ day of October, 2023.

\_\_\_\_\_  
John Hawkins, Mayor

ATTEST:

\_\_\_\_\_  
Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the \_\_\_\_ day of **October, 2023**.

Posted at Master Builders of Iowa Plan Room on the \_\_\_\_ day of October, **2023**.

## **NOTICE OF HEARING**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF  
CONTRACT AND ESTIMATE OF COST FOR:

**FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**  
JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **Fair Meadow Drive Reconstruction Project** at its meeting at **6:05 P.M. on November 20<sup>th</sup>, 2023**, in said City Council Chambers, Webster City Hall, 400 Second Street, Webster City, Iowa 50595.

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street “Freeman Journal Parking Lot Driveway Repairs”; (B) First Street from Seneca Street to Superior Street “North Curb and Gutter Replacement”; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9” Modified Subbase “City Furnished”, 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12” PVC Storm Sewer, 50 LF of 15” RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12” PVC C900 Water Main, 30 LF or less of 8”, 6” and 4” PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72” SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9” PCC Pavement; 210 SY of 11” PCC Pavement Widening; 25 LF of 2.5’ curb and gutter; 250 LF 5’ curb and gutter; 600 SY of 3” HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7” PCC Driveway; 415 SY of 8” PCC Driveway; Asphalt and PCC Patches; related removals; 3’ 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

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

The City of Webster City does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.



This Notice is given by authority of the City Council of the City of Webster City, Iowa.

Dated at Webster City, Iowa, this \_\_\_ day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL on the \_\_\_\_\_ day of October, 2023.

## **INSTRUCTIONS TO BIDDERS**

Project Name: **Fair Meadow Drive Reconstruction Project**

The work comprising the above referenced project shall be constructed in accordance with the 2022 Edition of the SUDAS Standard Specifications and as further modified by Special Provisions included in the Contract Documents. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. 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**

The bid security must be in the minimum amount of **ten percent (10%)** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the Bid Bond is not acceptable. Bid security other than said Bid Bond shall be made payable to **City of Webster City, Iowa**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

### **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 and Notice of Public Hearing. 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 – Acknowledgement of Addenda if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION OF ATTACHMENT</u></b>
1.	<u>Bidder Status Form</u>
2.	<u>Statement of Bidder's Qualifications Form</u>
3.	_____
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder

**Sign the Proposal.** The signature of 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 or electronic signatures will not be accepted.

The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

### III. UNBALANCED BIDS

Unbalanced bids may not be accepted.

#### IV. COMMENCEMENT OF WORK

The Early Start date is Monday, April 15, 2024. The Late Start date is June 3, 2024. The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract and the early and late start dates. The work shall be diligently worked to completion.

The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

## V. PREFERENCE OF PRODUCTS AND LABOR

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

**Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

#### VI. STATEMENT OF BIDDER'S QUALIFICATIONS

**Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

#### VII. PAYMENT

Payment to the Contractor will be made in cash from such fund or funds as are legally available including, but not limited to, proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

#### VIII. SALES TAX EXEMPTION

The City of Webster City will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued. The Contractor shall provide to the City: company name, Federal ID number, contact person, phone number and the service being provided. The Contractor also must file appropriate lien waivers before final payment will be released.

#### IX. NON-DEBARRED CONTRACTORS AND SUBCONTRACTORS

The contractor and all of its subcontractors shall, at the time of bid opening and for the performance of this public works contract, be non-debarred contractors and not be ineligible contractors.

The bidder, by submission of a bid and under penalty of perjury, certifies that they or any other person associated therewith in the capacity of owner, partner, director, officer, manager, or persons acting in these capacities for any subcontractor:

- a. is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal or state agency;
- b. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal or state agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.



The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. 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 Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

## **PROPOSAL**

### **PROPOSAL: PART A – SCOPE**

The **City of Webster City**, 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:

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street “Freeman Journal Parking Lot Driveway Repairs”; (B) First Street from Seneca Street to Superior Street “North Curb and Gutter Replacement”; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9” Modified Subbase “City Furnished”, 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12” PVC Storm Sewer, 50 LF of 15” RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12” PVC C900 Water Main, 30 LF or less of 8”, 6” and 4” PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72” SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9” PCC Pavement; 210 SY of 11” PCC Pavement Widening; 25 LF of 2.5’ curb and gutter; 250 LF 5’ curb and gutter; 600 SY of 3” HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7” PCC Driveway; 415 SY of 8” PCC Driveway; Asphalt and PCC Patches; related removals; 3’ 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

### **PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA**

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____	ADDENDUM NUMBER _____
ADDENDUM NUMBER _____	ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

## **PROPOSAL: PART C – BID ITEMS, 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, Payment, and Maintenance Bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
3. Notice to Proceed shall be issued after satisfactory review of executed bonds, insurance, and contract.
4. The Contractor shall complete the work as follows:
5. The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

## 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 that are included in this Proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>Statement of Bidder's Qualifications Form</u>
3.	<u></u>
4.	<u></u>
5.	<u></u>
6.	<u></u>

## 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.

Failure to provide said Registration Number  
shall result in the bid being read under  
advisement. A contract will not be executed  
until the Contractor is registered.

\_\_\_\_\_  
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, facsimiles, or electronic signatures will not be accepted.**



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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), and the Total of the Base Bid in this 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 shall be used for determining the sufficiency of the bid security.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	<b>Earthwork</b>				
2.01	Clearing and Grubbing	LS	1	\$	\$
2.02	Topsoil, On-Site, 6 Inch Depth	CY	443	\$	\$
2.03	Topsoil, Off-Site, 8 Inch Depth	CY	9	\$	\$
2.04	Excavation, Class 10	CY	1322	\$	\$
2.05	Subgrade Preparation	SY	297	\$	\$
2.06	Subgrade Treatment, Geogrid, Tensar Interax	SY	3103	\$	\$
2.07	Subbase, Modified, 9 Inch Depth (City Furnished)	SY	3552	\$	\$
2.08	Compaction Testing	LS	1	\$	\$
2.09	Grade Preparation for Cemetery Road	SY	583	\$	\$
	<b>Trench Excavation and Backfill</b>				
3.01	Trench Compaction and Testing	LS	1	\$	\$
	<b>Sewers and Drains</b>				
4.01	Removal of Sanitary Sewer, VCP, 8 Inch Dia.	LF	20	\$	\$
4.02	Removal of Sanitary Sewer, VCP, 10 Inch Dia.	LF	48	\$	\$
4.03	Storm Sewer, Trenched, PVC, 8 Inch Dia.	LF	8	\$	\$
4.04	Storm Sewer, Trenched, PVC, 12 Inch Dia.	LF	13	\$	\$
4.05	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	LF	146	\$	\$
4.06	Storm Sewer, Trenched, Class III RCP, 36 Inch Dia.	LF	16	\$	\$
4.07	Removal of Storm Sewer, RCP, 15 Inch Dia.	LF	189	\$	\$
4.08	Removal of Storm Sewer, RCP, 36 Inch Dia.	LF	16	\$	\$
4.09	Removal of Storm Sewer, CPP, 8 Inch Dia.	LF	6	\$	\$
4.10	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	LF	1297	\$	\$
4.11	Subdrain Cleanout, Type A-2, 6 Inch Dia.	EA	3	\$	\$

4.12	Subdrain Outlets & Connections, Into Structure	EA	9	\$	\$
4.13	Bypass Pumping	LS	1	\$	\$
4.14	Spot Repair per Location, Sanitary Sewer PVC C900, 8 Inch	EA	1	\$	\$
4.15	Spot Repair per Location, Sanitary Sewer PVC C900, 10 Inch	EA	1	\$	\$
4.16	Spot Repair per Location, Sanitary Sewer PVC SDR 25, 10 Inch	EA	1	\$	\$
4.17	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 8 Inch	LF	20	\$	\$
4.18	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 10 Inch	LF	28	\$	\$
4.19	Spot Repair by Pipe Replacement, Sanitary Sewer PVC SDR 25, 10 Inch	LF	20	\$	\$
	<b>Water Main and Appurtenances</b>				
5.01	Water Main, Trenched, PVC C900 DR18, 12 Inch Dia.	LF	904	\$	\$
5.02	Fitting, Cap/Plug or Blind Flange, Any Size	EA	1	\$	\$
5.03	Fitting, By Weight	LB	1408	\$	\$
5.04	Water Service Stub, Trenchless, Polyethylene, 1 Inch Dia.	EA	2	\$	\$
5.05	Water Service Stub, Trenchless, PVC C900 DR 18, 4 Inch Dia.	EA	1	\$	\$
5.06	Water Service Pipe, PVC C900 DR 18, 6 Inch Dia.	LF	25	\$	\$
5.07	Water Service Pipe, PVC C900 DR 18, 8 Inch Dia.	LF	36	\$	\$
5.08	Water Main Plug, Fill, and Abandonment, 12 Inch Dia. or Less	LF	846	\$	\$
5.09	Water Main Connection, Cut-In	EA	1	\$	\$
5.10	Valve, Gate, 12 Inch Dia.	EA	2	\$	\$
5.11	Valve, Gate, 6 Inch Dia.	EA	1	\$	\$
5.12	Tapping Valve Assembly, 12 Inch Dia.	EA	1	\$	\$
5.13	Fire Hydrant Assembly	EA	2	\$	\$
5.14	Valve Box Adjustment, Minor	EA	4	\$	\$
5.15	Fire Hydrant Assembly Removal	EA	1	\$	\$
5.16	Valve and Valve Box Removal	EA	5	\$	\$
	<b>Structures for Sanitary and Storm</b>				
6.01	Manhole, Type SW-401, 72 Inch Dia.	EA	1	\$	\$
6.02	Intake, Storm, SW-505	EA	1	\$	\$
6.03	Intake, Storm, SW-507	EA	4	\$	\$
6.04	Intake, Storm, SW-541	EA	1	\$	\$
6.05	Intake, Storm, Nyloplast 18 Inch	EA	1	\$	\$
6.06	Manhole Adjustment, Minor	EA	11	\$	\$

6.07	Remove Manhole	EA	1	\$	\$
6.08	Remove Intake	EA	7	\$	\$
	<b>Streets and Related Work</b>				
7.01	Pavement, PCC, 9 Inch Thickness, C-4WRC-20 or C-4WR	SY	2696	\$	\$
7.02	Pavement, PCC, 6 Inch Thickness, Temporary, C-4WRC-20, C-4WR, or M-4	SY	312	\$	\$
7.03	Pavement, PCC, 11 Inch Thickness, C-4WRC-20 or C-4WR	SY	209	\$	\$
7.04	Curb and Gutter, 5 Foot Width, 8 Inch Thickness, C-4WRC-20 or C-4WR	LF	250	\$	\$
7.05	PCC and Asphalt Pavement Samples and Testing	LS	1	\$	\$
7.06	Pavement, Asphalt, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-34S, Standard Traffic Mix	TON	100	\$	\$
7.07	Asphalt Overlay, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 64-32S, High Traffic Mix	TON	262	\$	\$
7.08	Removal of Sidewalk	SY	172	\$	\$
7.09	Removal of Driveway	SY	1198	\$	\$
7.10	Sidewalk, PCC, 4 Inch Thickness, C-4WRC-20 or C-4WR	SY	326	\$	\$
7.11	Sidewalk, PCC, 6 Inch Thickness, C-4WRC-20 or C-4WR	SY	78	\$	\$
7.12	Detectable Warning	SF	42	\$	\$
7.13	Driveway, Paved, PCC, 7 Inch Thickness, C-4WRC-20 or C-4WR	SY	546	\$	\$
7.14	Driveway, Paved, PCC, 8 Inch Thickness, C-4WRC-20 or C-4WR	SY	534	\$	\$
7.15	Full Depth Patches, PCC, 8 Inch Thickness	SY	135	\$	\$
7.16	Subbase Over-Excavation	CY	118	\$	\$
7.17	Milling, 3 Inch Thickness	SY	1253	\$	\$
7.18	Pavement Removal	SY	2970	\$	\$
7.19	Curb and Gutter Removal	LF	25	\$	\$
7.20	Temporary Granular Surfacing (Contractor Furnished)	TON	500	\$	\$
7.21	Curb Grinding	LF	7	\$	\$
	<b>Traffic Control</b>				
8.01	Painted Pavement Markings, Durable	STA	26.22	\$	\$
8.02	Painted Symbols and Legends, Left Turn Arrow, White	EA	6	\$	\$
8.03	Painted Symbols and Legends, Combined Straight and Right Turn Arrow, White	EA	2	\$	\$

8.04	Painted Symbols and Legends, Only, White	EA	1	\$	\$
8.05	Pavement Markings Removed, Water Blasted	STA	2.65	\$	\$
8.06	Grooves Cut for Pavement Markings	STA	24.68	\$	\$
8.07	Grooves Cut for Symbols and Legends	EA	9	\$	\$
8.08	Temporary Traffic Control	LS	1	\$	\$
8.09	Temporary Floodlight Luminaire	EA	50	\$	\$
8.10	Remove and Reinstall Parking Lot Light Fixture and Footing	EA	1	\$	\$
8.11	Flaggers	CDAY	50	\$	\$
8.12	Portable Dynamic Message Signs (PDMS)	CDAY	20	\$	\$
	<b>Site Work and Landscaping</b>				
9.01	Conventional Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	AC	1.2	\$	\$
9.02	SWPPP Preparation	LS	1	\$	\$
9.03	SWPPP Management	LS	1	\$	\$
9.04	Filter Sock, 9 Inch Dia.	LF	2341	\$	\$
9.05	Filter Sock, Removal	LF	2341	\$	\$
9.06	Inlet Protection Device, Open Throat	EA	8	\$	\$
9.07	Inlet Protection Device, Drop-In	EA	5	\$	\$
9.08	Inlet Protection Device, Maintenance	EA	26	\$	\$
	<b>Miscellaneous</b>				
11.01	Mobilization	LS	1	\$	\$
11.02	Concrete Washout	LS	1	\$	\$

**TOTAL CONSTRUCTION COST BASE BID: \$** \_\_\_\_\_



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

## Bidder Status Form

### To be completed by all bidders

### Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity, or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

### To be completed by resident bidders

### Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

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 bidders who are residents? ☐ 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: \_\_\_\_\_

### **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.

## **Statement of Bidder's Qualifications Form**

All Contractors intending to submit a Proposal for the listed Project shall submit a fully completed written statement on this form sworn to before an officer authorized by law to administer oaths. The Contractor shall be bound by the information set forth in the statement.

**Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

### **Instructions**

1. All Questions must be answered completely and correctly.
2. Do not leave blanks.
3. If a question or section is not applicable, write "Not Applicable" or "N/A".
4. "Information Provided Upon Request" or similar responses are not acceptable.
5. If you need additional space to complete an answer, use a separate piece of paper and attach it to this form.

### **Project Information**

Project Name: Fair Meadow Drive Reconstruction Project

Owner's Name: City of Webster City, Iowa

Owner's Address: Webster City City Hall, 400 Second Street, Webster City, Iowa, 50595

### **Contractor Information**

1. Identification
  - A. Name of Organization: \_\_\_\_\_
  - B. Name and Title of Responsible Individual: \_\_\_\_\_
  - C. Contractor's Address: \_\_\_\_\_
  - D. Telephone Number: \_\_\_\_\_
  - E. Fax Number: \_\_\_\_\_
  - F. Email: \_\_\_\_\_

## 2. Responsibility

- A. Has the Contractor's Registration ever been suspended or revoked in any jurisdiction?

\_\_\_\_\_Yes      \_\_\_\_\_No

If yes, provide all relevant information and documentation regarding the suspension or revocation.

- B. Has the Contractor ever been unable to obtain a bond or been denied a bond?

\_\_\_\_\_Yes      \_\_\_\_\_No

If yes, provide all relevant information and documentation regarding the refusal or denial.

- C. Has the Contractor had any judgments entered against it or been a party to arbitration proceedings or litigation within the past five (5) years, or are there any currently pending arbitration proceedings or litigation involving the Contractor or any of its officers?

\_\_\_\_\_Yes      \_\_\_\_\_No

If yes, provide listings, status, and outcomes regarding the judgments, arbitration proceedings, or litigation. The Owner reserves the right to request additional information, if deemed necessary.

- D. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, ever been prohibited, debarred, disqualified, or removed by any federal, state, or local governmental entity from bidding on any project?

\_\_\_\_\_Yes      \_\_\_\_\_No

If yes, provide all relevant information and documentation regarding the prohibition, debarment, disqualification, or removal.

- E. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, received notification of breach or default on any contract; had any contract terminated; had any owner request to take over work; failed to substantially complete any project in a timely manner; or failed to fully complete any project in a timely manner?

\_\_\_\_\_Yes      \_\_\_\_\_No

If yes, provide all relevant information and documentation regarding said breach, default, termination, owner request to take over work, or failure to complete.

- F. The Contractor affirms its responsibility to retain only subcontractors who can fully comply with the Contract Documents for the Project, including those that can address requirements concerning labor.

\_\_\_\_\_Yes      \_\_\_\_\_No

- G. The Contractor affirms its responsibility to ensure that each subcontractor meets quality assurance specifications as presented in the Contract Documents for the Project.

\_\_\_\_\_Yes      \_\_\_\_\_No



\_\_\_\_\_ Yes      \_\_\_\_\_ No

I hereby certify that:

- Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Title: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_\_

## **BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), in the penal sum of \_\_\_\_\_ **DOLLARS (\$ \_\_\_\_\_)**, or **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain Proposal, in a separate envelope, and hereby made a part hereof, to enter into a Contract in writing, for the following described improvements:

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

The Surety hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said Proposal by the Principal be accepted, and the Principal shall enter into a Contract with Jurisdiction in accordance with the terms of such Proposal, including the provision of insurance and of a Bond as may be specified in the Contract Documents, with good and sufficient Surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the Bid Bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY:**

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

By: \_\_\_\_\_  
Signature Attorney-in-Fact/Officer

\_\_\_\_\_  
Printed Name of Attorney-in-Fact/Officer

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

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

**PRINCIPAL:**

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

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

**NOTE:**

1. All signatures on this Bid Bond must be original signatures in ink; copies, facsimiles, or electronic signatures 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.

**NON-COLLUSION AFFIDAVIT STATEMENT**

STATE OF IOWA                     )  
  ) ss  
HAMILTON COUNTY                )

I \_\_\_\_\_ being first duly sworn, depose and

say that I am the \_\_\_\_\_  
(Sole Owner, Partner, President, Secretary, etc.)

of \_\_\_\_\_,  
(Contractor)

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding; that said bidder has not solicited or induced any individual or entity to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to get the bid price of said bidder or of any other bidder, not to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly submitted his/her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

By: \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Notarial Acknowledgment)

\_\_\_\_\_  
Signature of Officer Administering Oath



## SUBCONTRACTORS LIST

Bidder supplies the following information for any subcontractor, supplier, fabricator, equipment rental with operator, etc. to be used on the **Fair Meadow Drive Reconstruction Project**.

Name and Telephone No.	Address	License No.	Bid Item No. or Work to be Performed
(     )			
(     )			
(     )			
(     )			
(     )			
(     )			
(     )			
(     )			

(Use additional sheets as necessary)

## BID CERTIFICATION

The undersigned certifies they are familiar with the various state and local laws affecting labor, length of working days, employer's liabilities, Sunday and holiday work, alien labor, domestic materials, subcontractors, etc. It is understood and agreed that the work under the contract will be commenced by the undersigned bidder, if awarded the contract, within fourteen (14) calendar days after receipt of the Notice to Proceed and will be completed by the Contractor in the time set forth in the AGREEMENT. Contract time shall begin on the date of the Notice to Proceed and "winter work" shall be as specified in the Special Provisions.

Enclosed find bidders bond, certified check no. or cashier's check no. \_\_\_\_\_ on the

\_\_\_\_\_ Bank,

in the amount of \_\_\_\_\_

which is as stipulated in the bid bond, submitted by the undersigned made payable to the City of Webster City, Iowa and which is given as a guarantee that the bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this bid and the money made payable shall become and remain the property of the City.

It is understood and agreed that the City has the right to waive defects and to accept or reject any or all bids. The following required information is true and correct. Failure to complete this information renders the bid non-responsive and the bid must be rejected.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signatory's Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
State License Number

\_\_\_\_\_  
Street Address (if different from Mailing Address)

\_\_\_\_\_  
Email Address

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

\_\_\_\_\_  
Fax Number

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

.....  
**RECEIPT OF ADDENDA:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

## **CONTRACT**

THIS CONTRACT, made and entered into at **Webster City City Hall** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Webster City, Iowa** 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 improvements 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 SUDAS Standard Specifications, 2022 Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. 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:

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond.

The Contractor shall complete the work as follows:

The Early Start date is Monday, April 15, 2024. The Late Start date is June 3, 2024. The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract and the early and late start dates. The work shall be diligently worked to completion.

The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

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

**JURISDICTION:**

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

(Seal)  
ATTEST:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
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 Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.



**NOTE:**

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

## CORPORATE ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

State of \_\_\_\_\_)  
\_\_\_\_\_) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

INDIVIDUAL ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

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\_\_\_\_

## CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is award 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 the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	<b>Earthwork</b>				
2.01	Clearing and Grubbing	LS	1	\$	\$
2.02	Topsoil, On-Site, 6 Inch Depth	CY	443	\$	\$
2.03	Topsoil, Off-Site, 8 Inch Depth	CY	9	\$	\$
2.04	Excavation, Class 10	CY	1322	\$	\$
2.05	Subgrade Preparation	SY	297	\$	\$
2.06	Subgrade Treatment, Geogrid, Tensar Interax	SY	3103	\$	\$
2.07	Subbase, Modified, 9 Inch Depth (City Furnished)	SY	3552	\$	\$
2.08	Compaction Testing	LS	1	\$	\$
2.09	Grade Preparation for Cemetery Road	SY	583	\$	\$
	<b>Trench Excavation and Backfill</b>				
3.01	Trench Compaction and Testing	LS	1	\$	\$
	<b>Sewers and Drains</b>				
4.01	Removal of Sanitary Sewer, VCP, 8 Inch Dia.	LF	20	\$	\$
4.02	Removal of Sanitary Sewer, VCP, 10 Inch Dia.	LF	48	\$	\$
4.03	Storm Sewer, Trenched, PVC, 8 Inch Dia.	LF	8	\$	\$
4.04	Storm Sewer, Trenched, PVC, 12 Inch Dia.	LF	13	\$	\$
4.05	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	LF	146	\$	\$
4.06	Storm Sewer, Trenched, Class III RCP, 36 Inch Dia.	LF	16	\$	\$
4.07	Removal of Storm Sewer, RCP, 15 Inch Dia.	LF	189	\$	\$
4.08	Removal of Storm Sewer, RCP, 36 Inch Dia.	LF	16	\$	\$
4.09	Removal of Storm Sewer, CPP, 8 Inch Dia.	LF	6	\$	\$
4.10	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	LF	1297	\$	\$
4.11	Subdrain Cleanout, Type A-2, 6 Inch Dia.	EA	3	\$	\$



4.12	Subdrain Outlets & Connections, Into Structure	EA	9	\$	\$
4.13	Bypass Pumping	LS	1	\$	\$
4.14	Spot Repair per Location, Sanitary Sewer PVC C900, 8 Inch	EA	1	\$	\$
4.15	Spot Repair per Location, Sanitary Sewer PVC C900, 10 Inch	EA	1	\$	\$
4.16	Spot Repair per Location, Sanitary Sewer PVC SDR 25, 10 Inch	EA	1	\$	\$
4.17	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 8 Inch	LF	20	\$	\$
4.18	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 10 Inch	LF	28	\$	\$
4.19	Spot Repair by Pipe Replacement, Sanitary Sewer PVC SDR 25, 10 Inch	LF	20	\$	\$
	<b>Water Main and Appurtenances</b>				
5.01	Water Main, Trenched, PVC C900 DR18, 12 Inch Dia.	LF	904	\$	\$
5.02	Fitting, Cap/Plug or Blind Flange, Any Size	EA	1	\$	\$
5.03	Fitting, By Weight	LB	1408	\$	\$
5.04	Water Service Stub, Trenchless, Polyethylene, 1 Inch Dia.	EA	2	\$	\$
5.05	Water Service Stub, Trenchless, PVC C900 DR 18, 4 Inch Dia.	EA	1	\$	\$
5.06	Water Service Pipe, PVC C900 DR 18, 6 Inch Dia.	LF	25	\$	\$
5.07	Water Service Pipe, PVC C900 DR 18, 8 Inch Dia.	LF	36	\$	\$
5.08	Water Main Plug, Fill, and Abandonment, 12 Inch Dia. or Less	LF	846	\$	\$
5.09	Water Main Connection, Cut-In	EA	1	\$	\$
5.10	Valve, Gate, 12 Inch Dia.	EA	2	\$	\$
5.11	Valve, Gate, 6 Inch Dia.	EA	1	\$	\$
5.12	Tapping Valve Assembly, 12 Inch Dia.	EA	1	\$	\$
5.13	Fire Hydrant Assembly	EA	2	\$	\$
5.14	Valve Box Adjustment, Minor	EA	4	\$	\$
5.15	Fire Hydrant Assembly Removal	EA	1	\$	\$
5.16	Valve and Valve Box Removal	EA	5	\$	\$
	<b>Structures for Sanitary and Storm</b>				
6.01	Manhole, Type SW-401, 72 Inch Dia.	EA	1	\$	\$
6.02	Intake, Storm, SW-505	EA	1	\$	\$
6.03	Intake, Storm, SW-507	EA	4	\$	\$
6.04	Intake, Storm, SW-541	EA	1	\$	\$
6.05	Intake, Storm, Nyloplast 18 Inch	EA	1	\$	\$
6.06	Manhole Adjustment, Minor	EA	11	\$	\$

6.07	Remove Manhole	EA	1	\$	\$
6.08	Remove Intake	EA	7	\$	\$
	<b>Streets and Related Work</b>				
7.01	Pavement, PCC, 9 Inch Thickness, C-4WRC-20 or C-4WR	SY	2696	\$	\$
7.02	Pavement, PCC, 6 Inch Thickness, Temporary, C-4WRC-20, C-4WR, or M-4	SY	312	\$	\$
7.03	Pavement, PCC, 11 Inch Thickness, C-4WRC-20 or C-4WR	SY	209	\$	\$
7.04	Curb and Gutter, 5 Foot Width, 8 Inch Thickness, C-4WRC-20 or C-4WR	LF	250	\$	\$
7.05	PCC and Asphalt Pavement Samples and Testing	LS	1	\$	\$
7.06	Pavement, Asphalt, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-34S, Standard Traffic Mix	TON	100	\$	\$
7.07	Asphalt Overlay, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 64-32S, High Traffic Mix	TON	262	\$	\$
7.08	Removal of Sidewalk	SY	172	\$	\$
7.09	Removal of Driveway	SY	1198	\$	\$
7.10	Sidewalk, PCC, 4 Inch Thickness, C-4WRC-20 or C-4WR	SY	326	\$	\$
7.11	Sidewalk, PCC, 6 Inch Thickness, C-4WRC-20 or C-4WR	SY	78	\$	\$
7.12	Detectable Warning	SF	42	\$	\$
7.13	Driveway, Paved, PCC, 7 Inch Thickness, C-4WRC-20 or C-4WR	SY	546	\$	\$
7.14	Driveway, Paved, PCC, 8 Inch Thickness, C-4WRC-20 or C-4WR	SY	534	\$	\$
7.15	Full Depth Patches, PCC, 8 Inch Thickness	SY	135	\$	\$
7.16	Subbase Over-Excavation	CY	118	\$	\$
7.17	Milling, 3 Inch Thickness	SY	1253	\$	\$
7.18	Pavement Removal	SY	2970	\$	\$
7.19	Curb and Gutter Removal	LF	25	\$	\$
7.20	Temporary Granular Surfacing (Contractor Furnished)	TON	500	\$	\$
7.21	Curb Grinding	LF	7	\$	\$
	<b>Traffic Control</b>				
8.01	Painted Pavement Markings, Durable	STA	26.22	\$	\$
8.02	Painted Symbols and Legends, Left Turn Arrow, White	EA	6	\$	\$
8.03	Painted Symbols and Legends, Combined Straight and Right Turn Arrow, White	EA	2	\$	\$

8.04	Painted Symbols and Legends, Only, White	EA	1	\$	\$
8.05	Pavement Markings Removed, Water Blasted	STA	2.65	\$	\$
8.06	Grooves Cut for Pavement Markings	STA	24.68	\$	\$
8.07	Grooves Cut for Symbols and Legends	EA	9	\$	\$
8.08	Temporary Traffic Control	LS	1	\$	\$
8.09	Temporary Floodlight Luminaire	EA	50	\$	\$
8.10	Remove and Reinstall Parking Lot Light Fixture and Footing	EA	1	\$	\$
8.11	Flaggers	CDAY	50	\$	\$
8.12	Portable Dynamic Message Signs (PDMS)	CDAY	20	\$	\$
	<b>Site Work and Landscaping</b>				
9.01	Conventional Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	AC	1.2	\$	\$
9.02	SWPPP Preparation	LS	1	\$	\$
9.03	SWPPP Management	LS	1	\$	\$
9.04	Filter Sock, 9 Inch Dia.	LF	2341	\$	\$
9.05	Filter Sock, Removal	LF	2341	\$	\$
9.06	Inlet Protection Device, Open Throat	EA	8	\$	\$
9.07	Inlet Protection Device, Drop-In	EA	5	\$	\$
9.08	Inlet Protection Device, Maintenance	EA	26	\$	\$
	<b>Miscellaneous</b>				
11.01	Mobilization	LS	1	\$	\$
11.02	Concrete Washout	LS	1	\$	\$

**TOTAL CONSTRUCTION COST BASE BID: \$** \_\_\_\_\_

## **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 the **City of Webster City, Iowa**, as Obligee, (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:

### **FAIR MEADOW DRIVE RECONSTRUCTION PROJECT**

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

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.

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 or 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.



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 of the Iowa Code, 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 **two (2) 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 inspecting to assure that any defects are remedied, and to repair 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.
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 (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
  - 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.
  - 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, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** 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(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of 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 phase 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.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

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

**SURETY:**

\_\_\_\_\_  
Company Address

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

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_

\_\_\_\_\_  
Signature Attorney-in-Fact Officer

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

\_\_\_\_\_  
Printed 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, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures 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 of Power or Attorney accompanying this Bond.

**NOTICE TO PROCEED**

PROJECT: Fair Meadow Drive Reconstruction Project

OWNER: City of Webster City, Iowa      DATE: \_\_\_\_\_

TO: Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, on or by the Late Start Date of June 3, 2024.

Should the Contractor fail to fully complete the project within 90 Working Days, liquidated damages of One Thousand Two Hundred Dollars (\$1,200.00) per calendar day will be assessed for work not completed.

\_\_\_\_\_

By: \_\_\_\_\_

Title: Project Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ of

\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_



## *Special Provisions*

## 1. SCOPE OF WORK

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street “Freeman Journal Parking Lot Driveway Repairs”; (B) First Street from Seneca Street to Superior Street “North Curb and Gutter Replacement”; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9” Modified Subbase “City Furnished”, 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12” PVC Storm Sewer, 50 LF of 15” RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12” PVC C900 Water Main, 30 LF or less of 8”, 6” and 4” PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72” SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9” PCC Pavement; 210 SY of 11” PCC Pavement Widening; 25 LF of 2.5’ curb and gutter; 250 LF 5’ curb and gutter; 600 SY of 3” HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7” PCC Driveway; 415 SY of 8” PCC Driveway; Asphalt and PCC Patches; related removals; 3’ 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

## 2. TRAFFIC CONTROL

**Traffic.** The traffic control plan shall be as specified in the J-sheets. Access to businesses and parcels shall be maintained at all practical times, at the end of working hours and on weekends.

**Detours.** All detour signage shall be installed prior to the closure of specified portion of roadway(s) and shall be maintained during closure.

## 3. EXISTING ELECTRICAL SYSTEMS

Conduits from existing streetlight may be encountered during construction of this project. Webster City Municipal Electric is responsible for relocating all electrical lines and overhead poles.

## 4. EXISTING LANDSCAPE AND IRRIGATION SYSTEMS

Existing landscaping and irrigation systems may be encountered during construction of this project. The Contractor shall verify with the property owner and the project inspector, whether all affected irrigation items work correctly or not, and the condition of all affected landscape items. The Contractor will notify the property owner and the project inspector if irrigation improvements are located within the project construction limits for the property owner to remove, salvage, or relocate.

Existing irrigation systems shall include, but not be limited to those items within City right-of-way that service adjacent private property and are maintained by the property owner; those items on private property adjacent to City right-of-way that are maintained by the private property owner; those items within the City right-of-way that service agricultural properties and are maintained by a water company; and those items owned and operated by the City on public property.

## **5. TREE PRUNING/REMOVAL**

Tree locations for clearing are noted in the plans. Tree trimming for equipment access is required.

## **6. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

This project requires coverage under the NPDES General Permit No. 2 for storm water discharges associated with construction activities from the IDNR, as required by the Environmental Protection Agency (EPA). The Contractor shall comply with laws, codes, ordinances, and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project.

**Sawcutting Residue.** The Contractor shall pick up and remove all residue from any sawcutting operation at the time sawcutting work is performed. Sawcutting residue shall not be washed into gutters, allowed to dry and/or be tracked by vehicular or pedestrian traffic.

## **7. EXISTING UTILITIES**

Locations of utility lines, mains, cables, and appurtenances shown on the plans are from information provided by utility company and records of Jurisdiction. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in the line of work. Confirm location of underground utilities by excavating ahead of work. The Contractor is solely responsible for any damage to utilities or private or public property due to utility disruption. The Contractor shall notify utility company immediately if a utility line is damaged during construction.

Utility lines, poles, and appurtenances, except water and sewer lines, in direct conflict with the line and grade of work will be relocated by utility company before or during construction. Support and protect all utilities that are not moved. Utility services are generally shown on the plans; protect and maintain services during construction. No claims for additional compensation will be allowed to the Contractor for interference or delay caused by the utility company. The Contractor shall coordinate their operations with private construction companies on adjacent properties.

## **8. UTILITY COORDINATION AND RELOCATION SCHEDULE**

The following information has been obtained from representatives with franchise utility companies located within the project corridor and is for informational purposes only. The Contractor is required to coordinate with the utility companies throughout construction. No claims for additional compensation will be allowed to Contractor for interference or delay caused by utility company.

### **8.1 Webster City Municipal Electric (Contact for relocation and de-energization)**

8.1.1 Contact: Adam Dickinson  
Phone: (515) 297-1307  
Email: [adam@webstercity.com](mailto:adam@webstercity.com)

8.2 Webster City (Water Main, Storm Sewer and Sanitary Sewer)

8.2.1 Contact: Brandon Bahrenfuss  
Phone: (515) 297-1620  
Email: [bbahrenfuss@webstercity.com](mailto:bbahrenfuss@webstercity.com)

8.3 Black Hills Energy (Gas)

8.3.1 Contact: Mike Broshous  
Phone: (515) 987-8971  
Email: [mike.broshous@blackhillscorp.com](mailto:mike.broshous@blackhillscorp.com)

8.4 Not Used

8.5 Lumen

8.5.1 Contact: Sadie Hull  
Phone: (918) 547-0147  
Email: [sadie.hull@lumen.com](mailto:sadie.hull@lumen.com)

8.6 Platinum Connect, LLC

8.5.1 Contact: Mike Lawson (Vantage Point)  
Phone: (615) 975-0143  
Email: [mike.lawson@vantagepnt.com](mailto:mike.lawson@vantagepnt.com)

## 9. COOPERATION AND COORDINATION WITH OTHERS

During work on this project, various utility companies may be working on their facilities within the project limits. The Contractor shall cooperate and coordinate with various contractors working for and/or with the utility companies. No additional contract time or compensation for delays and/or coordination shall be allowed unless delays are beyond utility company's ability to control in completing their work. Utility contact information can be found on Sheet A.1 of the Project plan set. Refer to Section 8 for utility contact information.

## 10. CONSTRUCTION SCHEDULE

The Engineer must be provided with a proposed schedule of construction showing dates of starting and completing various portions of work. This schedule is required at the Preconstruction Meeting and shall be updated for each weekly or bi-weekly meeting. The Contractor shall demonstrate that sufficient manpower and equipment is scheduled for construction work to maintain a timely and orderly construction.



The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract. Early Start date is April 15, 2024. Late Start Date is June 3, 2024. The work shall be diligently worked to completion.

The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

## **11. CONSTRUCTION YARD**

The Contractor shall provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. When private property is used for a yard area, the Contractor shall secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. At the end of the project, the Contractor shall clean up and remove all trash and debris, including all organic trash and debris and provide the City a written release from the private property owner that they are satisfied with all cleanup removal work.

The City will permit storage of materials and equipment at the following locations:

- Designated area(s) at the Webster City Graceland Cemetery,
- City Street Maintenance Facility, 100 E. Ohio Street, Webster City.

Additional areas for equipment and materials storage are to be arranged by private agreement between the Contractor and landowners. Agreements must be furnished to the City Representative.

All storage of equipment and materials, is subject to the Contractor making the area sufficiently secure, and the storage is at the Contractor's risk. At the end of the project, and as directed by the City, the Contractor shall clean up and remove all trash and debris. Site restoration is required.

## **12. PRESERVATION OF PAVED SURFACES, ENVIRONMENTAL FACTORS, RESTORATION OF WORK SITES, AND DISPOSAL OF SPOIL AND WASTE MATERIALS**

Access to the work site is by paved public roads. The Contractor shall utilize said roads in such a manner as to not damage the existing roads or the adjacent property. Any damage to said roads shall be repaired by the Contractor to the satisfaction of the agency having jurisdiction over the roadway.

The Contractor shall not perform work outside the work site limits as shown by existing road right-of-way on the construction drawings and shall not leave said work site except when entering or leaving the area via the paved public roads. All areas adjacent to or in the vicinity of the work site shall be restored to pre-job conditions and shall meet all requirements of the property owner. The Contractor is obligated to keep visual impacts for the work site to a minimum; therefore, the Contractor is required to restore all areas altered by construction to near pre-construction

conditions. Such areas shall include, but not be limited to, areas used for travel, parking and storage of vehicles, equipment, and materials.

The Contractor shall be responsible for the proper disposal of all waste materials resulting from his operations, including rubbish and packing material, in a manner and location suitable to the City. The Contractor shall clean the work site and remove all trash and rubbish from premises a minimum of one time per week. Material and equipment, including mounds of earth and other debris, shall be stored on the job site only as needed and removed from the site daily, or as soon as they are no longer necessary, as determined by the Engineer. All cleanup costs shall be included in the Contractor's bid.

The Contractor shall take all necessary precautions to control dust created by construction operations. The Contractor shall be especially diligent in implementing dust control program and shall be prepared to respond immediately and positively to any instructions for corrective action given by the City. The Contractor shall use dust palliatives if necessary to satisfactorily control dust; however, the Contractor shall secure the City and property owner approval for use of dust palliatives other than water.

### **13. PAYMENT OF STORED MATERIALS**

The Contractor may request payment for stored materials, subject to verification of receipt of materials. Payments may be allowed up to 90% of the value of the processed or fabricated materials which have been delivered to the work or reserved for the project and stored elsewhere in the local area and available for inspection by the Engineer. Materials must be marked for the use by the project and stored at a secure location. The City is making a location at City Street Maintenance Facility 100 E. Ohio Street, Webster City available for materials storage purpose.

### **14. INCIDENTAL CONTRACT ITEMS**

The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Dewatering and handling storm water flow during construction
- Excavation, verification and protection of existing utilities, potholing if necessary
- Material & Field testing, not specified elsewhere
- Pipe bedding material
- Temporary sheets and shoring
- Construction fencing
- Coordination and cooperation with utility companies
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Webster City
- Protection of existing utilities and light poles
- Protection of existing mailboxes
- Adjustment to grade of water valves and curb stops
- Handbill notification of street closures & utility disruption to affected residents
- Monitoring weather conditions
- Finish grading
- Watering of seeded and sodded areas

- Dust control measures
- Construction staging & phasing
- Working backfill to reduce moisture content
- Control of stormwater
- Curb and pavement backfill
- Repair of invisible fences if damaged during construction.
- Repair of private irrigation systems, if damaged during construction.

## **15. CONSTRUCTION SURVEY**

Construction staking will be provided by the Engineer for construction of the Project as per SUDAS 11,010. The original stakes set by the surveyor shall be preserved. If in the opinion of the Engineer the original survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, replacement of said stakes will be deemed as restaking and will be charged back to the Contractor. Restaking charges will be invoiced from the Engineer to the Contractor with detailed descriptions weekly to the Contractor for payment.

## **16. SEEDING**

Refer to pages SP-7 to SP-8 for the City Ordinance regarding seeding.

**ORDINANCE NO. 2022 – 1854**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019 BY AMENDING CHAPTER 10 ARTICLE IV, PERTAINING TO THE IOWA STATEWIDE URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS AND THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUALS.**

BE IT ENACTED by the City Council of the City of Webster City, Iowa, as follows,  
to-wit:

**SECTION 1. SECTION MODIFIED.** The Code of Ordinances of the City of Webster City, Iowa, 2019, is amended by repealing and replacing Chapter 10, Article IV. Public Improvement Standards, as follows:

**SEC. 10-202 PURPOSE.** The purpose of this article is to protect public health, property, welfare and safety by establishing reasonable minimum requirements for the construction and design of public improvements within Webster City. These design standards and construction specifications, along with the supplemental specifications, will be used to design and construct public improvements within Webster City.

**SEC. 10-203 ADOPTION OF PUBLIC IMPROVEMENTS STANDARDS.** Except as hereinafter added to, deleted, modified or amended, the following manuals are hereby adopted as, and constitute, Statewide Urban Design and Specifications (SUDAS) manuals for public improvements of the City of Webster City, Iowa.

1. **SUDAS Design Manual.** The Iowa Statewide Urban Design Standards for Public Improvements manual, 2022 edition, as published by the Iowa SUDAS corporation, is hereby adopted by reference in full except for the following portions that are deleted, modified or amended:
  - a. Chapter 7 Erosion and Sediment Control, Table 7E-23.01: Classification of Vegetation, delete from list: Kudzu; Lespedeza; Crabgrass; Red Top; Centipedegrass; Common Lespedeza.
  - b. Chapter 8 Parking Lots, – Delete
2. **SUDAS Specifications Manual.** The Iowa Statewide Urban Standard Specifications for Public Improvements manual, 2022 edition, as published by the Iowa SUDAS corporation, is hereby adopted by reference in full except for the following portions that are deleted, modified or amended:
  - a. Division 9 Site Work and Landscaping, Table 9010.01 Domestic Grasses, delete from the list: Brome, smooth-LINCOLN; Fescue, creeping, red; Wildrye, Russian.



- b. Division 9 Site Work and Landscaping, Table 9010.02 Legumes, shall not be used near native plantings.
- c. Division 9 Site Work and Landscaping, Table 9010.02 Legumes, delete from the list: Lespedeza.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. 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 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this 7th day of March, 2022.

**CITY OF WEBSTER CITY, IOWA**

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Brandon Bahrenfuss, Street Department Supervisor  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing Street Supervisor to Make CIPP Line Repairs to the Sanitary Sewer Collection System by Hydro-Klean with a Not to Exceed Amount of \$300,000.

---

**SUMMARY:** Each year Hydro-Klean Cleans, Televises, and Root cuts hundreds of feet of Sanitary Sewer Mains throughout the collection system. This maintenance service keeps our Sanitary Sewer mains running effectively while at the same time inspecting each and every main for cracks, voids, and offsets. Staff can make it through the City cleaning and inspecting Sanitary Sewer Mains roughly every six years.

**PREVIOUS COUNCIL ACTION:** Council approved a resolution on August 1, 2022 to seek bids for Sanitary and Storm Sewer cleaning and televising services and executed an agreement with the lowest bidder Hydro-Klean.

**BACKGROUND/DISCUSSION:** The Sanitary Sewer collections system is a complex system made up of 240,000 feet of clay and plastic pipe that transfers sewage from homes, businesses, and industries to the waste water treatment plant where it is cleaned and returned back to the environment. The majority of the sanitary sewer collections system runs east and west using gravity flow to end up at the waste water plant. Years ago, sanitary sewer mains were installed using 8-inch clay tile that were installed in three to six feet sections. Over time these clay tiles can shift vertically or horizontally causing an offset or sag in the sewer main leading to system backup. Another issue that is commonly found throughout the collection system is mainline cracking and voids. Voids in the collections system occur when a clay sewer main becomes cracked and eventually breaks off into the main allowing soil to fall into the collection system and create system backup. Lastly, we need to maintain and proactively keep our sanitary sewer manholes structurally sound and free of INI. Many manholes throughout Webster City were installed using bricks and eventually concrete blocks. These manholes overtime have lost all their grout leading to ground water leaching into the manhole causing issues at the waste water plant. CIPP lining or manhole rehab is faster, cheaper, and less impactful on traffic then replacing the entire structure and installing new. It is important that we continue to stay ahead of these issues and repair and maintain our sewer collections system through spot repairs or CIPP lining before backups occur in our residents' homes, businesses, and industries.

As part of the plan to address aging sanitary sewer infrastructure, staff has been performing Cured-In-Place-Pipe (CIPP) lining projects in conjunction with various road improvement projects. In an effort to maximize and speed up extending the useful life of the current sewer collection system staff is working in conjunction with our on-call contractor Hydro-Klean to make these repairs. This type of maintenance does not require the use of an engineering firm. Eliminating engineering costs allows City staff to make more repairs in a timely manner.

**FINANCIAL IMPLICATIONS:** Council has approved \$300,000 as part of the FY 23-24 Capital Improvement Plan.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing Street Supervisor to make CIPP Line Repairs to the Sanitary Sewer Collection System by Hydro-Klean with a not to exceed amount of \$300,000.

**RESOLUTION NO. 2023 - xxx**

**RESOLUTION AUTHORIZING STREET DEPARTMENT SUPERVISOR  
TO MAKE CIPP (CURED-IN-PLACE-PIPE) LINE REPAIRS TO THE SANITARY SEWER COLLECTIONS SYSTEM  
BY HYDRO-KLEAN WITH A NOT TO EXCEED AMOUNT OF \$300,000.**

**WHEREAS**, the City of Webster City needs to CIPP line sanitary sewer main to maximize and speed up extending the useful life of the current sewer collection system; and

**WHEREAS**, the City of Webster City is under contract with Hydro-Klean to Clean, Televis, Root Cut, and CIPP Line the Sanitary Sewer Collection System; and

**WHEREAS**, the City of Webster City wishes to proceed to make CIPP line repairs to the collection system using funds approved as part of the FY 23-24 Sanitary Sewer Capital Improvement Plan with a not to exceed amount of \$300,000; and

**WHEREAS**, said agreement for services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizing Street Supervisor to make CIPP line repairs to the Sanitary Sewer Collection System by Hydro-Klean with a not to exceed amount of \$300,000.

Passed and adopted this 16th day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk



## MEMORANDUM

TO: Mayor and City Council

FROM : Brandon Bahrenfuss, Street Department Supervisor  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz, City Manager

DATE: October 16, 2023

RE: Adopt a Resolution Authorizing the Street Supervisor to Execute a Contract with Denco Highway Construction for Crack Sealing.

---

**SUMMARY:** The Webster City Street Department utilizes multiple methods of pavement preservation to keep our streets in the best shape possible. Pavement preservation is a systematic approach where a series of low-cost treatments are applied to a roadway in good condition to stop further deterioration. The goal of the Webster City Street Department is to keep our structurally sound roads in good condition before having to repair significant damage costing the City hundreds of thousands of dollars. According to RoadResource.org, “pavement preservation is a cost effective and greener approach to getting the most life out of your roads and making taxpayer dollars go further.” The typical life span of an untreated roadway is 20 years or less.

**PREVIOUS COUNCIL ACTION:** City Council has seen this in the 2023-2024 operations budget. Street Department earmarked \$50,000 for Concrete Crack Sealing.

### BACKGROUND/DISCUSSION:

Last year Denco Highway Construction received the bid for concrete crack sealing in the amount of \$100,000. Our existing procurement code does not require that professional services be completely bid out. Crack Sealing is a specialized/technical professional service and we would like to utilize their services again this fiscal year. Street Department staff was extremely pleased with the services provided and the work Denco performed and would like the opportunity to work with them again.

Crack sealing is a process of cleaning the crack via compressed air or routing and placing adhesive sealant into cracks in the pavement surface preventing moisture and debris from infiltrating the sub-base. This form of pavement preservation slows down the pavement deterioration and extends the life by 4-6 years.

The Street Department has a new crack sealing machine in the 2023-2024 CEP. Staff intends to crack seal concrete and asphalt streets in house beginning in 2024.

**FINANCIAL IMPLICATIONS:** \$50,000 will be absorbed through the 2023-2024 Operations Budget.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the Street Supervisor to execute a Contract with Denco Highway Construction for Crack Sealing.

**RESOLUTION NO. 2023 - xxx**

**RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR TO EXECUTE A CONTRACT WITH  
DENCO HIGHWAY CONSTRUCTION FOR CRACK SEALING**

**WHEREAS**, crack sealing is a specialized/technical professional service and the City of Webster City would like to utilize the services of DENCO Highway Construction again this fiscal year; and

**WHEREAS**, the City of Webster City will crack seal as means of pavement preservation; and

**WHEREAS**, the City of Webster City wishes to crack seal as many concrete streets as possible with a not to exceed amount of \$50,000; and

**WHEREAS**, the City of Webster City will utilize the services and material in the attached as Exhibit "A";

**WHEREAS**, said contract for services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizes the Mayor to sign and execute a contract with Denco Highway Construction for crack sealing with a not to exceed amount of \$50,000.

Passed and adopted this 16th day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

**“EXHIBIT A”**

**CONTRACT FOR SERVICES AND MATERIAL WITH  
DENCO HIGHWAY CONSTRUCTION FOR CRACK SEALING**

## **CONTRACT FOR PROFESSIONAL SERVICES**

THIS CONTRACT, made and entered into at Webster City Hall this **16th** day of **October, 2023**, by and between the City of Webster City, Iowa by its Mayor, upon order of its City Council hereinafter called the “Jurisdiction,” and **DENCO Highway Construction Corporation**, hereinafter called the “Contractor.”

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements 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 SUDAS Standard Specifications, 2022 Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor fully 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 improvement:

### **Concrete – Joint/Crack Sealing Project**

1. A specific and comprehensive description of the services the Contractor intends to provide for successful completion of the project. Services required include documents concerning the Contractors qualifications, Methods used to achieve crack sealing, public relations methods and any requirements which are standard industrial practice for projects of this nature.
2. A specific and comprehensive timetable which includes possible start and finish dates, and expected duration of the project.
3. A list of qualifications of those individuals in charge of the project or holding positions of responsibility.
4. A list of type and quantity of equipment to be dedicated to this project for the duration of this project.
5. When directed by the City, the contractor shall hand deliver a written notification, as approved by the City, to affected residents and businesses a minimum of 48 hours prior to any construction. The notification shall inform affected parties of the estimated construction period, time of street closing, recommended parking areas, and expected completion date/time. The notice shall be attached securely to each affected party’s door with a weatherproof doorknob hanging sleeve or container.
6. Coordinate with City of Webster, City Project Coordinator For other street projects in the vicinity, prior to doing any joint and crack sealing work on individual streets.
7. Work shall be completed only during hours of 7 a.m. to 5 p.m. Monday through Friday.

8. Removal of material from existing cracks will be accomplished by sawing or prior approved method.
9. Contractor is responsible for all traffic control during construction and the removal of control devices after hours, weekends, and holidays.
10. Schedule work so only one lane is closed at a time for each street, unless otherwise authorized by the City Project Coordinator.
11. Coordinate with and notify any adjacent businesses, stores, commercial properties prior to setting up lane closures on streets. Schedule work around respective special, business, and store events.
12. The contractor shall take extra care not to chip or otherwise damage the intersections of connecting joints. Contractor is responsible for all a damage to existing concrete not to be removed.
13. The contractor shall take all precautions not to damage traffic detector loops. Use extreme caution while working in the area of traffic signals. The contractor will be responsible for all costs due to damage to traffic detector loops due to work operations.
14. All crack and joint sealing work shall be completed no later than **June 21, 2024**.

**Note:** Crack and joint sealing shall be completed in the order of priority (**1** being the highest priority and 3 being the least priority) identified **“EXHIBIT A”**. Due to the City's budget constraints, the **City reserves the right to stop work at the budget established for this program**. Contractor shall provide a daily quantity of crack and joint sealing completed to the City for use in budget constraint monitoring. This project shall not exceed \$50,000.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **\$1.30 LF (not to exceed \$50,000)**, which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond.

The Contractor shall fully complete the project by June 21, 2024.

Should the contractor fail to fully complete the project by June 21, 2024, liquidated damages of Two Hundred and Fifty Dollars (\$250.00) per calendar day will be assessed for work not completed.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

---

Contractor

---

By



\_\_\_\_\_  
City State

\_\_\_\_\_  
John Hawkins, Mayor

\_\_\_\_\_  
Webster City Iowa  
City State

ATTEST:

\_\_\_\_\_  
Karyl K. Bonjour, City Clerk

## 2023-2024 Concrete Crack Sealing

STREET	Block From	Block To	L.F. Total	Priority
Des Moines St.	2000	2500	15,000 FT	1
Fair Meadow Dr.	300		6,000 FT	2
Beach St.	700	1700	17000 FT	3
		<b>TOTAL</b>	<b>38,000 FT</b>	

## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Brandon Bahrenfuss, Street Department Supervisor  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the City Manager to Sign and Execute a Purchase Order for Repairs to the Street Department 938M Wheel Loader

---

**SUMMARY:** Over the past month Street Department staff had moved the smoldering wood chip pile into smaller condensed wind-rows at the green waste site located at the Street Department. During this time our wheel loaders were running 10-14-hour days in tough conditions ranging from thick dust to wet and heavy mud. Staff moved the loaders from forward to reverse several hundred times a day while cooling down the wood chips and piling them in wind-rows. In doing so our 2018 Caterpillar Wheel Loader broke and was unable to move in either direction. Hamilton County Secondary roads assisted in hauling the 938M Wheel Loader to Ziegler CAT in Fort Dodge for a further in-depth diagnosis. Staff is seeking Council authorization to proceed with necessary repairs to the hydraulic system.

**PREVIOUS COUNCIL ACTION:** City Council approved the purchase of a 938M Caterpillar Wheel Loader on June 7, 2017. The loader that was replaced was a 16-year-old Caterpillar Wheel Loader.

**BACKGROUND/DISCUSSION:** We were notified by Ziegler CAT's shop foreman that the wheel loader's hydraulic system had failed. The port plate on the drive motor was found to be the cause of the failure. The port plate is important because it is what builds pressure allowing the hydraulics to work effectively. When this broke it caused contamination (small fine particles) to the hydraulic system sending small glitter like particles throughout the hydraulic system. The shop foreman stated he did not find any large chunks throughout the system meaning these large chunks were contained to one location. Our wheel loader is a hydraulically driven unit that uses a hydraulic pump to move the loader forward/reverse as well as move the front arm/bucket up and down.

Ziegler CAT has provided us two options to repair the hydraulic failure:

- Option one - \$88,229.88 (Ziegler Warranty has offered to cover 50% of this cost)
  - Replace the port plate and clean the entire hydraulic system
  - Send pumps to an inspection shop to have them disassembled and inspected. If the pumps meet the reusable specs they will be rebuilt and sent back to be installed. If the pumps/valves fail the rebuild spec, those parts will be replaced with re-man pumps.
  - Have all hoses removed, cleaned and re-installed.
  - Once all components and hoses are back on the machine it will be ran and checked for leaks and all pressures checked and reset if needed.

- Option two - \$14,650 (Ziegler Warranty has offered to cover 50% of this cost)
  - Repair the drive motor with the failed port plate.
  - Clean the hydraulic tank and install new hydraulic filters on the machine and replace all the hydraulic oil.
  - Once completed they would kidney loop (filter the oil) and return the machine to service.

Option #1	Total Cost: \$88,229.88	Cost to the City: <b>\$44,114.94</b>
Option #2	Total Cost: \$14,650.00	Cost to the City: <b>\$7,325.00</b>

Staff is recommending to move forward with option one due to the fact we keep our wheel loaders for 15 plus years and there is no guarantee option two is going to solve the problem for the extended lifetime of the wheel loader. Although option 2 is more cost effective, there is the potential that the wheel loader will have limited reliability during snow storms.

**FINANCIAL IMPLICATIONS:** This will be absorbed through the 2023-2024 operations budget. We do not have sufficient funds allocated for this fiscal year so it will require a budget amendment.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the City Manager to sign and execute a purchase order for repairs to the Street Department 938M wheel loader.



## MEMORANDUM

TO: City Manager  
Mayor and Council

FROM: Street Department Supervisor

DATE: June 7, 2017

RE: Request to obtain bids for a Payloader

---

**SUMMARY:** We would like authorization to seek bids to replace our 2002 John Deere Payloader for the Street Department as scheduled in the 2017/18 Capital Equipment Plan, and seek permission to proceed with purchasing if bids come back within our budgeted amount of \$174,500.

**PREVIOUS COUNCIL ACTION:** The City Council approved the budgeted amount of \$174,500 for the payloader in the 2017/18 CEP.

**BACKGROUND/DISCUSSION:** We currently operate with 2 payloaders. We have a 2002 and a 2007 payloader. We are looking to purchase one with similar specifications as our 2007 which is one size larger than the 2002 model. This would enable us to handle heavier loads as the 2007 model does and be more stable when loading various materials.

**FINANCIAL IMPLICATIONS:** We will be trading in our 2002 John Deere 544H Payloader with 9,000 hours on it towards this purchase.

**RECOMMENDATION:** We would like approval to seek bids on a new payloader per our specifications. We are asking for the three lowest bidders to place their unit on our lot for a one day trial so we can do a side by side comparison of all three units before purchasing a replacement Payloader. If bids come back within our budgeted amount of \$174,500; we would like permission to proceed with purchasing.

**ALTERNATIVES:** We could keep operating as we have been, but we may need to increase our maintenance fund to allow for repairs as they arise due to the age of our intended trade. According to our City Mechanic, a major rebuild of all systems for the intended trade would cost the City \$300,000. This would not be financially feasible for us.

**CITY MANAGER COMMENTS:** Given the age and number of hours on the unit that would be replaced, it would be beneficial and a cost saving in the long run to seek to replace it. The City could continue to operate it but may run into higher maintenance costs and diminish any trade in value it currently has. Given the extensive use of this equipment, it would be difficult to operate a single payloader especially in the winter months where it is used for snow removal. Whereas funds have been budgeted and provided bids come in under the budgeted amount, I recommend council permit the purchase.



**RESOLUTION NO. 2023 - xxx**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE A PURCHASE ORDER FOR  
REPAIRS TO THE STREET DEPARTMENT 938M WHEEL LOADER**

**WHEREAS**, the City of Webster City needs to repair their 2018 Caterpillar Wheel Loader; and

**WHEREAS**, the City of Webster City uses this piece of equipment to load trucks with material, plow snow, move large piles of tree debris with grappler bucket, move material at the green waste site, and pull old sign posts; and

**WHEREAS**, the City of Webster City wishes to proceed with option one from Ziegler CAT in Fort Dodge, Iowa in the amount of \$44,114.94 to make the necessary repairs; and

**WHEREAS**, said agreement for services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizing the City Manager to sign and execute a purchase order for repairs to the Street Department 938M Wheel Loader.

Passed and adopted this 16th day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

## 926M loader repair options

External

Inbox x



**Joe Wiederin**

to me, Brandon, John ▾

Sep 29, 2023, 10:15AM (5 days ago)



Brandon good morning! Here are the two estimates again for the 926M.

On the total rebuild we will clean the complete hydraulic system, send the pumps to our spec shop to have them disassembled and inspected. If the pumps meet the reusable specs they will be rebuilt and sent back to install. If the pumps/valve fails the rebuild spec those parts will be repl will be replaced with re-man pumps. All hoses will be removed, cleaned and re-installed once all components and hose are back on the machine it will be rand and checked for leaks and all pressures checked and reset if needed.

If we go the lighter repair path which is repair the drive motor with the failed port plate ,clean the hydraulic tank and install all new hydraulic filters on the machine and replace all the hydraulic oil and kidney loop the machine ( Filter the oil) and return the machine to service. The debris we found in the system is like glitter so no big pieces.

I have discussed this failure with the Ziegler warranty department and they have offered to split the repair 50-50 with the City of Webster City.

Joe Wiederin

Operation Manager/Ziegler Cat

3366 Fifth ave.south /Fort Dodge Iowa 50501

515-576-3161 Office

515-571-4793 Mobile

800-342-1848 Toll Free

515-576-7564 Fax

[joe.wiederin@zieglercat.com](mailto:joe.wiederin@zieglercat.com)





3366 5th Ave South, Fort Dodge, Iowa  
515-576-3161 Office  
515-576-7564 Fax

## REPAIR ESTIMATE

Date:	9/26/2023
Est. By:	JWW

CUSTOMER:	City of Webster City
CONTACT:	
PHONE:	
CSR:	Brandon Beener

MODEL:	926M
S/N:	W5L01089
HRS:	
W/O:	

Description	Parts	Labor	Total	S/J	Wty.
Parts to repair hydraulic failure	\$29,879.88		\$29,879.88		
Parts inspection on all hydraulic pumps and valves (reseal if possible /replace only when needed)					
Labor to complete Hydraulic failure		\$58,000.00	\$58,000.00		
Labor to R and I all pumps,cylinders ,Hydraulic lines,valves, any item that would come into contact with the hydraulic oil.					
Misc.			\$350.00		
Oil,shop supplies, ETC.					
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		

			\$0.00		

Comments

*This is an estimate only could change apone disassemble. IF there are any changes to the estimate customer will be notified. There are no taxes applied to this estimate.This is the worst case scenario.*

Totals

Misc.	
Tax	
Shipping	
Grand Total	\$88,229.88

\*This document is intended for estimates only. It does not consitute a commitment and prices are subject to change.  
 \*\*Quotes are valid for 30 days. At that time, Ziegler reserves the right to requote this repair.



3366 5th Ave South, Fort Dodge, Iowa  
515-576-3161 Office  
515-576-7564 Fax

## REPAIR ESTIMATE

Date:	9/26/2023
Est. By:	JWW

CUSTOMER:	City of Webster City
CONTACT:	
PHONE:	
CSR:	Brandon Beener

MODEL:	926M
S/N:	W5L01089
HRS:	
W/O:	

Description	Parts	Labor	Total	S/J	Wty.
Rebuild or replace Drive motor	\$9,800.00		\$9,800.00		
Pump replacement (hope to rebuild looking into parts availability )					
Labor		\$4,500.00	\$4,500.00		
Labor to R and I drive pump. Clean Hydrazulic tank, Replace all filters and kidney loop the Hydraulic system and Check pressures					
Misc.			\$350.00		
Oil,shop supplies, ETC.					
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		



			\$0.00		

Comments

*This is an estimate only could change apone disassemble. IF there are any changes to the estimate customer will be notified. There are no taxes applied to this estimate.This is the worst case scenario.*

Totals

Misc.	
Tax	
Shipping	
Grand Total	\$14,650.00

\*This document is intended for estimates only. It does not consitute a commitment and prices are subject to change.  
 \*\*Quotes are valid for 30 days. At that time, Ziegler reserves the right to requote this repair.



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Brandon Bahrenfuss, Street Supervisor  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Update on the City Green Waste Site and Possible Adoption of a Resolution Authorizing the Mayor to Sign and Execute an Agreement with SCS Engineering for Professional Engineering Services Needed to Apply for IDNR Permits

---

**SUMMARY:** On Sunday, September 3<sup>rd</sup>, 2023, the Webster City Fire Department and Street Department employees responded to the City's green waste site after a report of smoke from the wood mulch pile. City crews have been working to address the conditions that contributed to the smoldering and occasional flames since then. At the September 18, 2023 Council meeting, the City Manager provided an update to the City Council regarding the smoldering, along with possible solutions. City Council requested additional information. On October 2, 2023, the Assistant City Manager presented additional information to the City Council and received direction on how to proceed with addressing the existing wood grindings pile and a long-term solution to future operations of the green waste site.

**PREVIOUS COUNCIL ACTION:** City Council approved a 3-year agreement for Tree Grinding Services on January 18, 2021 for grinding of tree brush and logs at the City's green waste site. On September 18, 2023 City Council requested additional information regarding options on how to handle woodchip pile and tree and yard waste long term. On October 2, 2023, the City Council provided additional direction to staff on how to mitigate long term operations for the green waste site.

**BACKGROUND/DISCUSSION:** At the October 2<sup>nd</sup> City Council meeting, staff provided additional information to the City Council regarding the green waste site and requested direction on preferred next steps. There was a consensus among the City Council for staff to do the following:

1. Investigate the option to purchase an electric incinerator further.
2. Identify the Iowa Department of Natural Resources permit determination timelines.
3. Identify Possibility to Continue Accepting Tree Waste
4. Mitigate the wood grindings pile over the next twelve months.

The current volume of tree waste remains excessive for the site and resources the City has to utilize. The City has an estimated nearly 5,000 tons of wood grindings stockpiled on the site based on a method of calculating volume of windrows that was provided by the UNI Iowa Waste Reduction Center.

	Measurement in Yards			
Pile	Total Length	Total Width	Total Height	Total Cubic Yards
A	73.33	11.00	5.83	3,137.04
B	80.00	11.00	5.83	3,422.22
C	48.67	7.00	4.33	984.15
D	45.00	10.00	5.83	1,750.00
E	36.67	10.00	5.83	1,425.93
F	26.00	8.33	4.33	625.93
G	33.33	7.33	4.33	706.17
H	29.00	9.00	4.33	754.00
I	28.33	10.00	4.33	818.52
	TOTAL CUBIC YARDS (Accumulated 5-7 Years)			13,623.95
Cubic Yards to Tons		4,632.14		
			5 Years	7 Years
Tons Accumulated Per Year			926.43	661.73
Average Tons Accumulated Per Week			17.82	12.73

*Note: Method of calculating volume of windrows was provided by the UNI Iowa Waste Reduction Center*

This amount is mostly processed (ground) tree waste that has accumulated over the past 5-7 years. A large amount of tree brush and wood logs still remain.

#### **Investigate the option to purchase an electric Air Burner Firebox Further**

Staff reviewed the Air Burner Firebox options further and recommends the City Council purchase the S330e Air Burner Firebox for a total price of \$225,413.82. In addition, staff recommends purchasing in-person training. This will add \$6,500 to the total cost. Staff is seeking authorization from the Council to proceed with purchasing the S330e unit once the DNR has issued the construction permit for the unit.

The S330e Air Burner Firebox will allow staff to burn more wood waste and maintain a clean site. The additional capacity will serve as a long-term solution for the City's green waste site into the future, as more tree waste may be generated due to diseased trees in the community and natural disaster events.

The Line Department is able to install electrical needs to purchase the electric incinerator and has materials on hand. The value of the materials needed is approximately \$7,500. Staff is proposing to install the Air Burner Firebox at the northeast corner of the green waste site as reflected below:



#### **Identify the Iowa Department of Natural Resources Permit Determination Timelines**

Staff was in contact with the DNR regarding permit timelines for the Air Burner Firebox. They indicated that the City should anticipate a determination on the permit 90-120 calendar days post submittal of a complete application for the construction permit. They also noted that the City requires a Title V permit. The Title V permit must be secured within 12 months of the date of issuance of the construction permit and the typical turnaround time to receive this permit is currently 60 days. In order to ensure proper submittal of the required DNR permits, city staff requested proposals from environmental engineering firms that specialize in obtaining such permits. Staff reached out to Terracon and SCS Engineering. Each consulting firm provided a proposal for their services to submit the construction permit and Title V permit on the City's behalf. Below is a summary of the cost proposals submitted by each firm:

Engineering Firm	Construction Permit Application	Title V Permit Application	Dispersion Modeling	Total for Services
SCS Engineering	\$4,500	\$3,000	\$4,000 (if needed)	\$11,500
Terracon	\$9,700	\$5,300	At Additional Cost	\$15,000

SCS Engineering's proposal was the most complete and affordable. Staff is confident either of the firms is capable of providing the professional engineering services needed to complete the DNR permit applications. The Hamilton County Solid Waste Commission currently utilizes SCS Engineering and has been satisfied with their services. Should the air dispersion modeling not be necessary, the total cost for SCS Engineering to provide assistance with the construction permit and title V permit applications would be \$7,500. If air dispersion modeling is required, they anticipate this would cost approximately \$4,000. This fee would be charged based on time and material. It is possible the costs to complete air dispersion modeling would be less. If the cost is more, SCS Engineering would not proceed with incurring additional costs without first consulting City staff.



Staff recommends the City Council authorize the Mayor to sign and execute the agreement with SCS Engineering for engineering services needed to successfully complete and obtain a construction permit and title V permit for the Air Burner Firebox.

#### **Identify Possibility to Continue Accepting Tree Waste Site**

City Council wanted to understand IDNR permit determination timelines before deciding if tree waste would continue to be accepted. Staff identified permit determination timelines will be approximately 90-120 calendar days post submittal of the application. Staff is seeking council direction on whether to reopen the green waste site to the general public to dispose of tree waste.



#### **Mitigate the Wood Grindings Pile over the Next Twelve Months**

To date, staff has hauled approximately 480 cubic yards of wood grindings, leaving an approximately 13,000 cubic yards to dispose of. Staff will present alternative solutions to the City Council during the City Council meeting.



The Assistant City Manager and the Street Supervisor will be attending the North Central Iowa Solid Waste Agency Board meeting on October 17<sup>th</sup> to request that they waive tipping fees associated with wood grindings that would be hauled for the landfill to use as cover.

**FINANCIAL IMPLICATIONS:** The financial implications of removing the wood chips are unknown at this time; however, are estimated to be approximately \$300,000-\$500,000. To date, we estimate having spent \$45,701 in personnel, equipment and resources to put out the smoldering and haul wood grindings. The cost to purchase a Firebox Air Burner is estimated to be approximately \$235,000.

**RECOMMENDATION:** City staff recommends the City Council proceed with entering into an agreement with SCS Engineering to assist the City with obtaining the necessary DNR permits and authorize the Mayor to sign and execute a purchase order for an air curtain upon DNR construction permit approval.

**RESOLUTION NO. 2023 – xxx**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AN AGREEMENT WITH SCS ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES NEEDED TO APPLY FOR IDNR PERMITS AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE A PURCHASE ORDER WITH AIR BURNERS, INC.**

**WHEREAS**, on September 3, 2023, the City’s wood grindings pile located at the City green waste site began smoldering; and

**WHEREAS**, the City of Webster City would like to purchase an Air Burner Firebox in order to mitigate tree waste; and

**WHEREAS**, The City of Webster City seeks to utilize professional services from SCS Engineering to complete necessary IDNR permits for the Air Burner Firebox installation; and

**WHEREAS**, The City of Webster City will utilize the services of its consulting engineer, SCS Engineering, to perform said services as noted in the attached as Exhibit “A”; and

**WHEREAS**, said professional services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizes the Mayor to sign and execute agreement with SCS Engineering.

**SECTION 2:** Authorizes the Mayor to sign and execute a purchase order with Air Burners, Inc. once the construction permit has been issued by the IDNR.

Passed and adopted this 16<sup>th</sup> of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

Exhibit "A"

**SCS Engineering Agreement**

October 11, 2023

Ms. Biridiana Bishop  
Assistant City Manager  
400 2<sup>nd</sup> Street  
Webster City, IA 50595

*Transmitted electronically to: [bibishop@webstercity.com](mailto:bibishop@webstercity.com) on October 11, 2023*

**Subject:**           **Proposal to Provide Professional Engineering Services**  
Air Permitting Services  
Webster City, Iowa Air Curtain Incinerator

Dear Ms. Bishop,

SCS Engineers (SCS) appreciates the opportunity to provide this letter proposal to provide air permitting assistance for the installation of an air curtain incinerator (incinerator) currently under consideration for purchase by Webster City, Iowa (City). This proposal includes our scope of work, key project team members' qualifications, estimated project schedule, and our proposed fee.

## **SCOPE OF WORK**

SCS understands the City operates a brush and composting facility (Facility) adjacent to the Street Department which accepts yard waste, brush, and tree waste and currently, this waste is ground by third-party contractors for composting. We understand that the City is exploring the option of purchasing and operating an air curtain incinerator as an alternative means to manage the waste streams handled at the Facility.

## **TASK 1 – CONSTRUCTION PERMIT**

Iowa Air Quality regulations Pursuant to 567 IAC Chapter 22 Rule 1, requires that *no person shall construct, install, reconstruct or alter any equipment without first obtaining a permit*. Since air curtain incinerators produce regulated air pollutants from the combustion process and are therefore subject to Iowa Air Quality regulations, an Air Quality Construction Permit is required prior to commencing construction (i.e. installing) of the proposed air curtain incinerator.

SCS will prepare the required Air Quality Construction Permit Application and submit the application to the Iowa Department of Natural Resources (IDNR) through the Iowa EasyAir electronic permit application system. Iowa EasyAir's system requires the registration of a Responsible Official/Administrator (for municipalities, this is the mayor) and granting consultant access to SCS. Prior to commencing work on the application, SCS will schedule a meeting with the City to guide the City through the registration process (usually about 15 minutes) or will provide written assistance as needed.

The application will utilize site-specific information provided by US EPA AP-42 emission factors, manufacturer specifications and guarantees, and other sources as needed. This information will be used to develop emission calculations and complete a draft air construction permit application.

The draft application documents prepared by SCS will include:

- Project Narrative
- Completed IDNR application forms
- Potential and Actual emissions calculations and documentation
- Site Map
- Process Flow Diagram
- Manufacturer data
- Federal regulatory (NSPS/NESHAP/MACT) analysis
- Air Dispersion Modeling analysis (if needed)

The draft application will undergo technical review by an SCS Senior Air Quality Professional and will be submitted to the City for review and comment. After incorporating comments by the City, an SCS Professional Engineer will review, sign and seal the application as required by 567 IAC Chapter 22 Rule 1 Subrule 3 Paragraph. The application will then be submitted through the Iowa EasyAir electronic permit application system. SCS will interface with IDNR as needed during the construction permit application review and provide comments on the draft permit in consultation with the City.

## **TASK 2 – AIR DISPERSION MODELING**

Based on previous installations of air curtain incinerators in Iowa, it is likely that air dispersion modeling may be required as part of the construction permit application process. Air dispersion modeling is performed to demonstrate the installation of new air emission equipment will not adversely impact compliance with National Ambient Air Quality Standards (NAAQS). The requirement to model may be triggered by potential to emit calculations or at the discretion of IDNR. The 2022 Air Curtain Incinerator Permitting Fact Sheet provided by IDNR indicated that two previous air curtain incinerator installations required air dispersion modeling; however, it does not indicate whether modeling was done because of potential emissions calculations or at the discretion of IDNR. IDNR allows construction permit applicants to provide their own modeling analysis or will perform a modeling analysis internally for an hourly fee.

Should modeling be required as part of the construction permit application and with the City's concurrence, SCS proposes to perform this work to demonstrate the installation of the air curtain incinerator will comply with each applicable NAAQS. Based on SCS's experience, air dispersion modeling projects are highly variable and very site-specific from complexity and time standpoints. We have therefore tailored our proposed fee to allow for significant flexibility.

## **TASK 3 – TITLE V OPERATING PERMIT**

In addition to being subject to Iowa Air Quality Construction Permitting regulations, air curtain incinerators are subject to Federal Air Quality regulations at 40 CFR Part 60, Subpart EEEE (NSPS EEEE) which requires obtaining a Federal Air Operating Permit, referred to as a Title V Permit. IDNR has been delegated to administer this program by the US Environmental Protection Agency.

Once constructed (installed), the City will have 12 months to submit a Title V Operating Permit application to the IDNR. SCS will prepare the application documents through the Iowa EasyAir electronic permit application system. The application and application process will be substantially similar to the construction permitting process; however, SCS will also prepare Compliance Assurance



Monitoring (CAM) analysis documents and incorporate the results of any stack testing completed after installation. The draft application documents will undergo a technical review by SCS and then will be submitted to the City for review and comment. Once finalized, the application will be submitted through the EasyAir portal system and SCS will interface with IDNR as necessary during permit drafting process and will review and provide comments on the draft permit documents once issued by IDNR.

SCS notes that once a final Title V Operating Permit is issued, the Facility will be required to prepare and submit additional reports to comply with the conditions of the permit including an annual emission inventory, annual certification of compliance, semiannual deviation reports, and applicable periodic monitoring reports documenting the opacity readings taken off the air curtain incinerator.

## PROJECT TEAM

SCS's project team has extensive air quality permitting and compliance experience in Iowa and has completed numerous air construction and Title V permitting projects with the IDNR. Our proposed project team will consist of the following individuals:

**Doug Tangeman** will serve as the primary Air Quality Professional for the project. Doug is a chemical engineer with over 13 years of experience as both an air quality regulator and consultant for regulated facilities in Iowa and Nebraska. Mr. Tangeman has extensive expertise with managing air quality compliance projects associated with permitting, compliance evaluations, stack testing, site investigations and monitoring, reporting, and QA/QC projects. He previously served as an air quality permit writer for a Nebraska local Air Quality regulatory agency and was responsible for writing incinerator air quality permits for units located in Lancaster County, Nebraska.

**Stephanie Taylor** will serve as the Technical Reviewer and Modeler (if required) for the project. Ms. Taylor has over a decade of both regulatory and consulting experience, including air permitting and compliance, ambient air dispersion modeling analysis, New Source Performance Standard (NSPS) and National Emission Standards for Hazardous Air Pollutant (NESHAP) compliance, environmental auditing and reporting, greenhouse gas reporting, annual emission inventories, and groundwater monitoring reporting. She served as the Chair for the Air & Waste Management Association Midwest Section until April 2021.

**Tia Jeter, P.E** will serve as the Certifying Engineer for the project. Ms. Jeter is a Project Director with over 18 years of chemical and environmental engineering experience. Her expertise lies in her experiences providing high-level air quality compliance and permitting strategy and troubleshooting, as well as landfill gas system performance evaluation and design. Tia has a demonstrated depth of technical expertise with ambient air dispersion modeling analysis, New Source Performance Standards (NSPS) and National Emission Standards for Hazardous Air Pollutants (NESHAP) compliance, Prevention of Significant Deterioration (PSD) applicability and analysis, air planning and permitting, environmental auditing and reporting, and environmental compliance. Ms. Jeter is a registered Professional Engineer in the states of Kansas, Missouri, and Iowa.

## PROPOSED FEE

SCS proposes to complete the project scope as follows.

Table 1. Project Fee			
Task	Description	Fee	Basis
1	Construction Permit Application	\$4,500	Fixed
2	Air Dispersion Modeling	\$4,000	T&M <sup>[1]</sup>
3	Title V Operating Application	\$3,000	Fixed

[1] Work to be completed on a time and materials basis not to exceed \$4,000 without written authorization from the City. Assumes AERSCREEN model will demonstrate compliance with all applicable NAAQS.

SCS will provide monthly invoices for services performed and will not exceed this total project amount without written approval. Additional services, if authorized, will be billed on a time and materials basis in accordance with our standard fee schedule; a copy of which is attached.

## PROJECT SCHEDULE

SCS is prepared to begin work on this effort immediately. We anticipate the project will be completed according to the proposed schedule shown in Table 2.

Table 2. Project Schedule		
Task	Description	Proposed Completion Date(s)
1	Draft Construction Permit Application	2 weeks upon notice by City of incinerator purchase
	Final Construction Permit Application	1 week upon receipt of comments on Draft Application
2	Air Dispersion Modeling	Note 2
3	Draft Title V Operating Permit Application	No later than 60 days after selected test dates
	Final Title V Operating Permit Application	1 week upon receipt of comments on Draft Application

[2] To be completed if necessary and if authorized by the City in conjunction with the permit application. Schedule will depend on level of modeling effort required and responsiveness of IDNR to provide meteorological and background data files to SCS.

## ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to provide professional engineering services associated with the preparation of air permit applications for the City. SCS has attached for your review our Terms and Conditions for completing the scope of work detailed herein. If the proposed scope of work meets your approval, work may begin by signing the Notice-to-Proceed block on the Terms and Conditions and returning a copy for our counter signature. This will serve as our written notice to proceed and can be done via e-fax to (913) 681-0012 or email to [mmiller@scsengineers.com](mailto:mmiller@scsengineers.com).

SCS is available to begin work on this project immediately and we look forward to discussing any questions or comments you may have concerning this proposal. Please do not hesitate to call Doug at (402) 415-8707 with questions or comments related to this proposal. Otherwise, thank you in advance for your favorable consideration and we look forward to working with you on this project.

Sincerely,



Doug Tangeman  
Project Manager  
SCS Engineers



Tim Buelow  
Project Director  
SCS Engineers

DBT

Attachments: SCS Terms and Conditions  
Notice to Proceed  
SCS 2023 Standard Fee Schedule

## SCS ENGINEERS

### TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.



**13. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

**14. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

**15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

**16. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

**17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

**18. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

**19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

**20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

**21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

#### **COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**


During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

**22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

**PROJECT:** Webster City, Iowa Incinerator Air Permitting Services  
Webster Public Works Department  
400 2<sup>nd</sup> Street  
Webster City, Iowa, 50595

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

**SCS Engineers**

By   
Signature

Michael J. Miller

Typed Name

Vice President

Title

October 11, 2023

Date of Signature

\_\_\_\_\_

By \_\_\_\_\_  
Signature

Typed Name

Title

Date of Signature

## 2023 STANDARD FEE SCHEDULE

<b>Labor Category</b>	<b>Rate</b>
Principal.....	\$275
Senior Project Advisor.....	\$240
Senior Project Director.....	\$215
Project Director .....	\$200
Project Advisor.....	\$185
Senior Project Manager .....	\$175
Project Manager.....	\$160
Senior Project Professional .....	\$145
Project Professional.....	\$130
Staff Professional.....	\$115
Designer/Graphics.....	\$110
Associate Professional.....	\$105
Technical Associate .....	\$95
Senior Technician.....	\$90
Technician .....	\$75
Project Administrator .....	\$95
Administrative Assistant.....	\$65

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

### General Terms:

1. Rates for expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 2.5 percent of project labor will be charged for telephone, copying, postage, computer/tablet, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.

**Support Services**

Specialty Software .....	\$20.00 per hour
24-inch by 36-inch plots .....	\$25.00 each
36-inch by 48-inch plots .....	\$25.00 each
Additional Report Copies (varies depending on report) .....	\$25.00 - \$50.00 per report

**Support Vehicles**

Support Vehicle .....	\$0.70 per mile
SCS Support Truck.....	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer .....	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck.....	\$60.00 per day plus \$0.70 per mile
Rental Vehicle .....	Cost plus 15%

**Per Diem and Travel**

Hotel, Airfare .....	Cost plus 15%
Full-Day Meal Allowance .....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

**Field Equipment and Supplies**

Track-mounted Direct Push Geoprobe® .....	\$750.00 per day
Track-mounted Direct Push/Drilling Geoprobe® .....	\$1,250.00 per day
All Terrain Vehicle (UTV) .....	\$100.00 per day
Field Sampling Trailer.....	\$350.00 per day
GPS Surveying System .....	\$225.00 per day
Total Station Survey Equipment .....	\$125.00 per day
Misc. Survey Tools/Equipment.....	\$25.00 per day
Nuclear Density Gauge.....	\$100.00 per day
Photoionization Detector (PID) .....	\$100.00 per day
Water Level Indicator (≤300 foot) .....	\$35.00 per day
Oil/Water Interface Probe .....	\$65.00 per day
pH/Temperature/Conductivity Meter (for water) .....	\$25.00 per day
Peristaltic/Low-Flow Pump .....	\$50.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Hand-held GPS Unit.....	\$25.00 per day
Generator .....	\$100.00 per day
Air Compressor (5 gallon).....	\$25.00 per day
Electro fusion Machine .....	\$135.00 per day
Flow-Thru Multi-Parameter Meter.....	\$175.00 per day
Turbidimeter .....	\$35.00 per day
Composite Sampler .....	\$75.00 per day
QED Pump Controller.....	\$125.00 per day
GEM 5000.....	\$150.00 per day
Expendable Equipment, Supplies & Rentals .....	Cost + 15%





## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the Mayor to Sign and Execute Agreement with Allender Butzke Engineers, Inc. for Professional Services Associated with the Wastewater Treatment Plant Project

---

**SUMMARY:** The City is simultaneously working on the installation of Reisner Substation and the Wastewater Treatment Plant construction project in order to decommission Passwaters Substation and install the two sanitary sewer force mains to the new Wastewater Plant. Geotechnical work is needed to continue with design and preparation of bid documents for Reisner substation and associated transmission lines.

**PREVIOUS COUNCIL ACTION:** The City Council has seen this as part of the FY 24 Capital Improvement Plan and has previously approved professional services agreement with DGR Engineering for the design of the new substation.

**BACKGROUND/DISCUSSION:** As the City continues to move forward with the design of the new Wastewater Treatment Plant, additional soil borings are needed to understand soil conditions in the project area. Allender Butzke has provided a proposal to complete 38 borings, including 2 borings that are 25 feet deep at the existing Wastewater Treatment Plant, 1 boring that is 25 feet deep at the East Lift Station, 2 borings that are 15 feet deep along the outfall route, and others as reflected in the site plan. Allender Butzke will be out within 2-3 weeks of receiving authorization to proceed.

Bolton and Menk has reviewed the cost proposal and identified it to be reasonable and within industry standards. Our project engineer and staff recommend moving forward with Allender Butzke's proposal to complete necessary soil borings for the Wastewater Treatment Plant project.

**FINANCIAL IMPLICATIONS:** The total cost for services provided will be paid for by the Wastewater Fund. The Wastewater Treatment Plant project is included as part of the FY 24 budget.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute agreements with Allender Butzke Engineers, Inc. for Professional Services associated with geotechnical work for the Wastewater Treatment Plant project.

**RESOLUTION NO. 2023 – xxx**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AGREEMENT WITH  
ALLENDER BUTZKE ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
ASSOCIATED WITH THE WASTEWATER TREATMENT PLANT PROJECT**

**WHEREAS**, the City of Webster City seeks to address aging infrastructure to ensure long term sustainability of utility services to residents; and

**WHEREAS**, the City of Webster City has a professional services agreement with Bolton and Menk for professional engineering services associated with the design and construction of the new Wastewater Treatment Plant; and

**WHEREAS**, Bolton and Menk is assisting the City with design of the new Wastewater Treatment Plant and requires more information on the soil conditions of the site to proceed with design; and

**WHEREAS**, the City of Webster City wishes to procure services of Allender Butzke Engineering, Inc., to perform geotechnical engineering required to understand soil conditions at the existing site; and

**WHEREAS**, the City of Webster City will utilize the services of its consulting engineer, Allender Butzke Engineering, Inc., to perform said services as noted in the attached as Exhibit “A”;

**WHEREAS**, said professional services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizes the Mayor to sign and execute agreement with Allender Butzke Engineering, Inc. to perform professional engineering services associated with the Wastewater Treatment Plant Project.

Passed and adopted this 16th day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

**Exhibit "A"**

**Agreement with Allender Butzke**



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** WWTF Improvements **PN:** 231228  
**PROJECT ADDRESS:** South of Highway 20, East of Millards Ln  
Webster City, Iowa  
**CLIENT:** City of Webster City Attn: Daniel Ortiz-Hernandez, City Manager  
**ADDRESS:** 400 2<sup>nd</sup> Street, P.O. Box 217  
Webster City, IA 50595

**SCOPE:** Geotechnical Exploration - Mobilization with drilling equipment, utility locations (Iowa One Call), drill and sample 38 borings 15 to 25 feet deep (total of 785 ft) near requested locations, 5 temporary piezometers with 7-day water level readings at lagoon, laboratory testing (including 2 each Atterberg Limits, Grain Size Analysis, and Standard Proctor tests of borrow soils), engineering analysis, and written report.


**COMPENSATION TERMS:** Total cost for the above scope of services will be \$41,525. Hard limestone bedrock may result in auger refusal at shallower depths. Boring depths can be adjusted at a rate of \$25/foot. Consultation subsequent to completion of report invoiced at current engineering rates. We assume Bolton & Menk (or others) will stake the boring locations at the site prior to utility locations and drilling, the costs of which are not included in the above fee. The above cost does not include compensation for crop damage or owner permission to conduct borings in the field. We assume these items will be coordinated and paid by others if needed.

**REMARKS:** Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available two weeks after drilling, followed two to three weeks later with the written report. ABE will contact only Iowa One Call for public utility locates. Location of private utilities and service lines (if any) are the owner/client's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By:   
Matt Drummond, P.E.  
Title: Principal Engineer  
Date: 7/13/2023

By: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

**8. PAYMENT:** Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and

not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**9. STANDARD OF CARE:** ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 50,000.

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

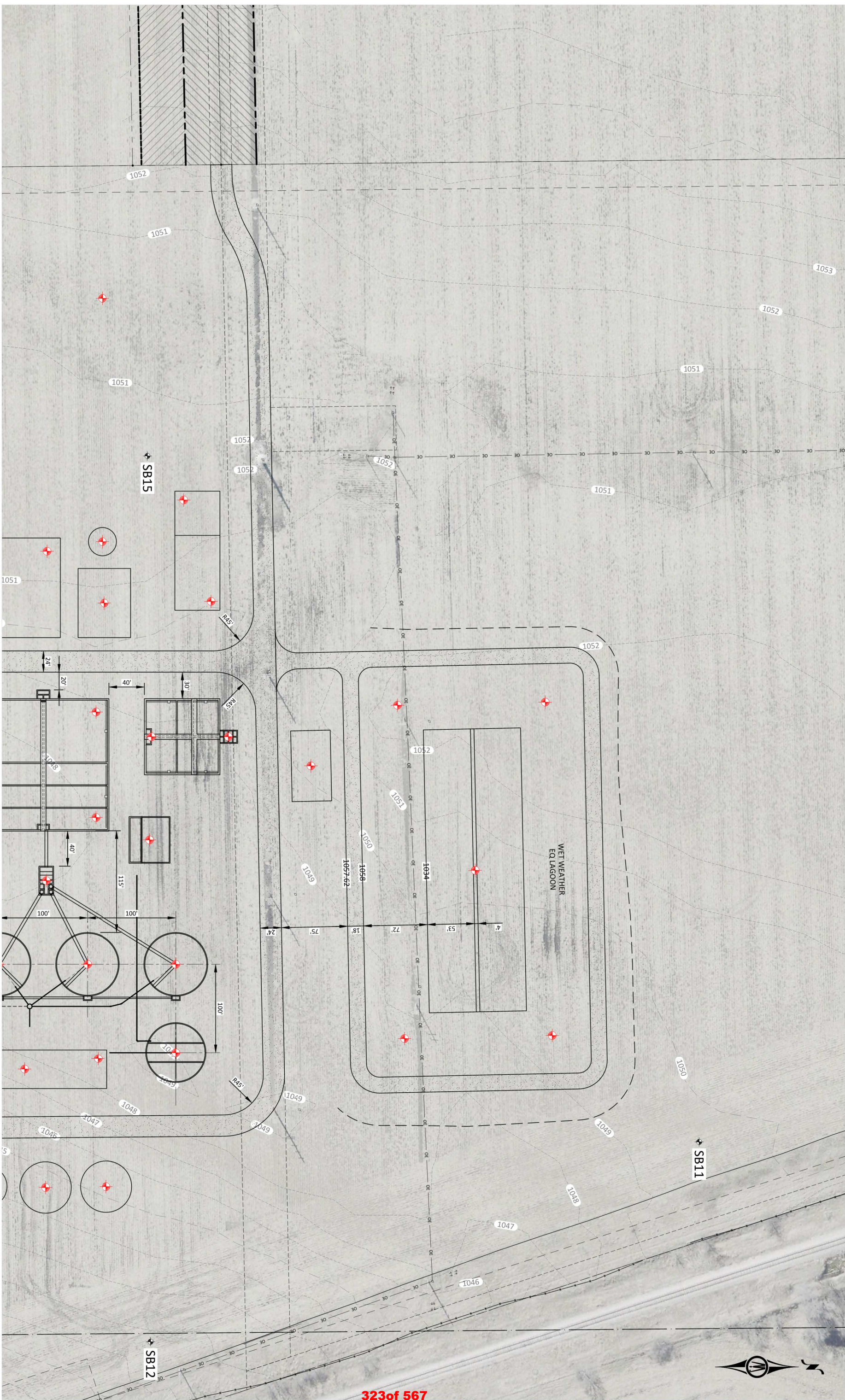
**13. WITNESS FEES:** ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

**14. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.





**323 of 567**



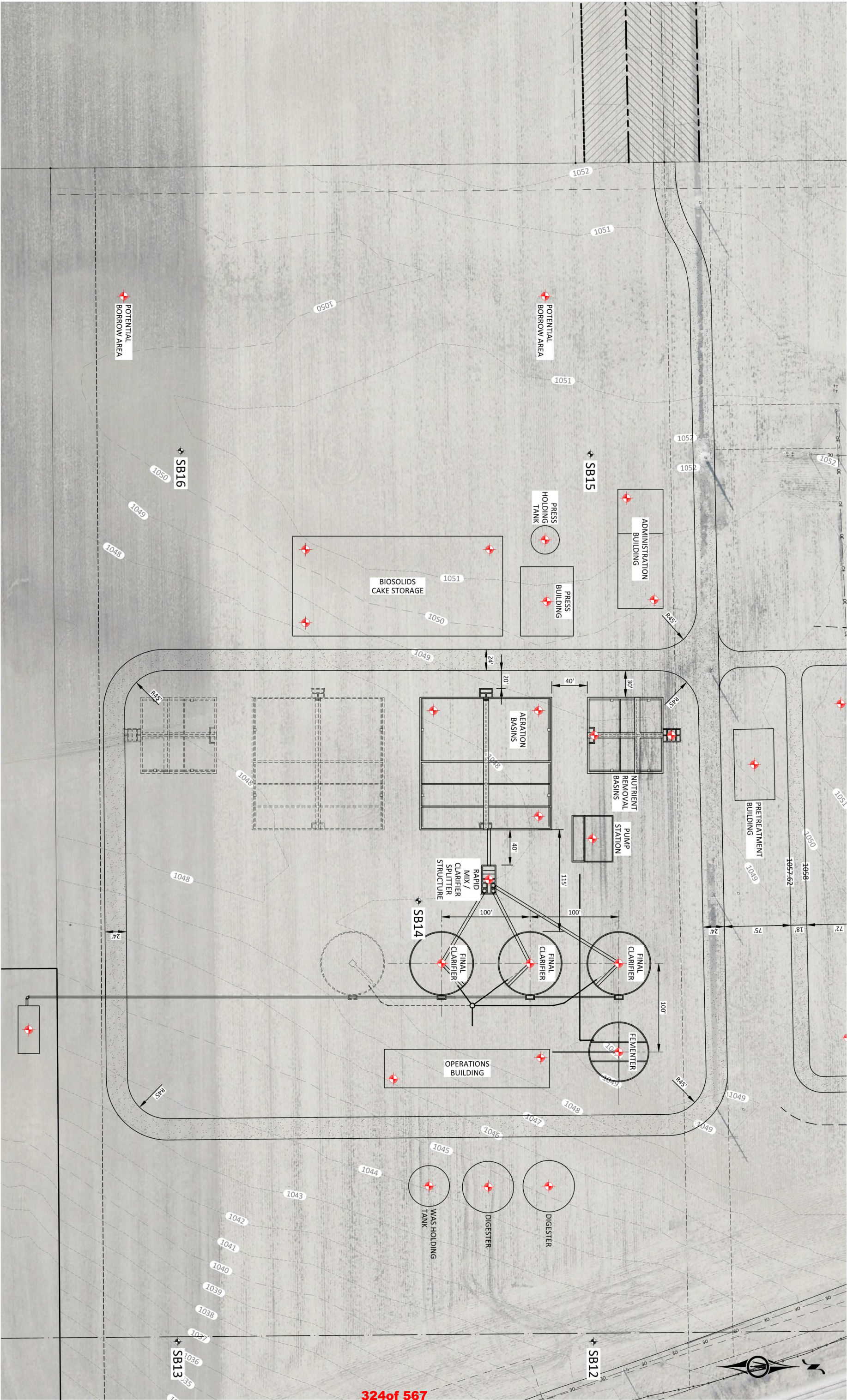
**BOLTON  
& MENK**

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

DESIGNER	NO.	ISSUED FOR	DATE
ADS	A		4/21/2023
DRAWN			
CAL			
CHECKED			
ADS			
CLIENT PROJ. NO.			
A21.119239			

CITY OF WEBSTER CITY, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
PRELIMINARY SITE PLAN  
FOR GEOTECHNICAL REPORT



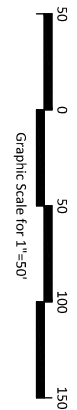


1519 BALTIMORE DRIVE  
AMES, IOWA 50010  
Phone: (515) 233-6100  
Email: Ames@bolton-menk.com  
www.bolton-menk.com

DESIGNED	CHECKED	DATE
ADS	ADS	4/21/2023
SAVAN CAL		
ADS		

CITY OF WEBSTER CITY, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
PRELIMINARY SITE PLAN  
FOR GEOTECHNICAL REPORT





**BOLTON  
& MENK**

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

DESIGNED	CHECKED	DATE
ADS	ADS	4/21/2023
CAL		
ADS		
CLIENT PROJ. NO.		
A21.119239		

CITY OF WEBSTER CITY, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS  
PRELIMINARY SITE PLAN  
FOR GEOTECHNICAL REPORT





## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the Mayor to Sign and Execute an Amendment to the Original Agreement with Brewer Engineering Consultants, PLC to Provide Additional Engineering Services Needed to Upgrade the City Hall HVAC System

---

**SUMMARY:** On March 5, 2022, the City entered into an agreement with Brewer Engineering Consultants, PLC to review and evaluate City Hall's HVAC system condition and provide an opinion on the replacement or upgrade options for the HVAC systems along with cost budgets of the viable options. Brewer Engineering completed the report for \$3,500. Staff would now like to utilize Brewer Engineering Consultants' services to complete the necessary design, bidding and inspection work needed to upgrade the City Hall HVAC system.

**PREVIOUS COUNCIL ACTION:** The City Council approved the replacement of the City Hall HVAC system as part of the FY 23-24 Capital Improvement Plan.

**BACKGROUND/DISCUSSION:** The geothermal heating and cooling system at City Hall is in need of replacement. The current boiler was built in 1985 and there are 38 units throughout the building that have been replaced or repaired as needed throughout the years. City Hall is experiencing many repairs on the current system and IDNR regulation requirements regarding discharge into the storm sewer have become more stringent, requiring that this be addressed as part of the upgrade.

Brewer Engineering completed an evaluation of the existing system and provided a report with various options. City staff met with Brewer Engineering to review the options and identified the best option for the City would be to proceed with Option #1 noted in the attached report. This option would replace the existing system with new like-size units in the same locations and re-route discharge from the boiler to the sanitary sewer. Re-routing the discharge from the boiler to the sanitary sewer will eliminate the need to have an IDNR stormwater discharge permit. Currently, staff must sample on a monthly basis. Staff has to collect and analysis ammonia nitrogen, total chlorine residual, temperature and pH. Staff also has to collect and deliver chloride, iron, and sulfate samples to the State Hygienic Laboratory in Ankeny, IA. This takes time away from operations and maintenance of the wastewater treatment plant. Staff also has to fill out a monthly national pollutant discharge elimination system permit (NPDES). The estimated construction budget for this option is approximately \$560,000. The estimated life expectancy is 25-30 years.

In order to move forward with design, bidding and construction services needed for this project to be completed, an amendment to the original agreement is needed. Brewer Engineering Consultants proposes to complete necessary services for a total of an additional \$46,000. This includes design phase, bidding phase and construction phase services.

Staff is requesting the Council authorize the Mayor to sign and execute an amendment with Brewer Engineering Consultants, PLC for the additional engineering services needed to complete the City Hall HVAC system upgrades.

**FINANCIAL IMPLICATIONS:** The total costs associated with the amendment to the original agreement is \$46,000. The City budgeted \$2,000,000 to complete this project as part of the FY 23-24 Capital Improvement Plan. The costs associated with the professional services is within budget and will be covered by the allocated project dollars.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute an amendment to the original contract with Brewer Engineering Consultants, PLC for additional engineering services needed to upgrade the City Hall HVAC system



**RESOLUTION NO. 2023 – xxx**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AN AMENDMENT TO THE ORIGINAL AGREEMENT WITH BREWER ENGINEERING CONSULTANTS, PLC TO PROVIDE ADDITIONAL ENGINEERING SERVICES NEEDED TO UPGRADE THE CITY HALL HVAC SYSTEM**

**WHEREAS**, the City of Webster City seeks to address aging infrastructure to ensure long term sustainability of the City Hall building; and

**WHEREAS**, the City of Webster City has a professional services agreement with Brewer Engineering Consultants, PLC; and

**WHEREAS**, the City of Webster City wishes to proceed with the next phase of this project; and

**WHEREAS**, the City of Webster City will utilize the services of its consulting engineer, Brewer Engineering Consultants, PLC, to perform said services as noted in the attached as Exhibit “A”;

**WHEREAS**, said professional services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizes the Mayor to sign and execute an amendment to the original agreement with Brewer Engineering Consultants, PLC to provide additional engineering services needed to upgrade the City Hall HVAC system.

Passed and adopted this 16<sup>th</sup> of October, 2023

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk



## **Exhibit “A”**

**Amendment to Original Agreement with Brewer Engineering Consultants, PLC**

---

## PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES

---

RE: City Hall HVAC Replacement  
Webster City, Iowa

Proposal Date: 10/9/2023  
Date of Original Agreement: 3/05/2022

To: Biridiana Bishop  
400 2<sup>nd</sup> St A  
Webster City, Iowa 50595

Thank you for the opportunity to provide a proposal for ADDITIONAL engineering services on this project:

The additional services include work identified in the report as Option Number 1. The HVAC system effluent will be re-routed to the sanitary piping outside the building, water source heat pumps will be replaced, a new energy recovery ventilator will be installed, and updates will be made to the electric boiler heating system. Services will include support systems for these replacements and upgrades.

---

### ***Deliverables***

- *Schematic Design Review Package*
- *Design Development Review Package*
- *Construction Documents*
- *Engineer's Opinion of Probable Costs*
- *Equipment and Shop Drawing Submittal Review*
- *Progress Review Meetings*
- *Final Review at Substantial Completion*

---

### ***Design Phase***

1. HVAC system design, layout and specification.
2. HVAC system controls design and performance specification.
3. Plumbing system design, layout, and specification.
4. Electrical power modifications design, layout and specification.
5. Project specifications document for all the work.
6. Coordination of site utility revisions (gas, water, storm, sanitary, communications, and electrical) with civil engineer, and local utilities as required.
7. Preparation of bidding documents, including instructions to bidders and bid form.

---

### ***Bidding Phase***

1. Answer bidder's questions.
2. Prepare bid addenda as required.
3. Evaluate alternate equipment and materials proposed for substitution as required.
4. Conduct a pre-bid meeting.
5. Assist owner in analyzing bids for compliance with contract documents.

## ***Construction Phase***

---

1. Conduct a Pre-Construction coordination meeting.
2. Conduct coordination and job site progress meetings during construction not greater than monthly.
3. Review shop drawings and equipment submittals.
4. Prepare a final punch list document at substantial completion.
5. Review of Operation and Maintenance Manuals (preparation is not included).
6. Review contractor applications for payment.
7. Review of As-Built documentation (preparation is not included).

## ***We have made the following assumptions:***

---

1. Design and specification of the following systems are (is) not a part of this fee proposal, but if required will be provided under an Additional Services Agreement (ASA):
  - A. Data and voice communication equipment*
  - B. Specialty Systems or Process Equipment Controls and Equipment*
  - C. Site Utilities Other Than Heat Pump Discharge Re-route to Sanitary*
  - D. Energy, Economic, or Life Cycle Cost Analyses*
  - E. Emergency Back-Up Power Systems*
  - F. Fire Sprinkler Systems*
  - G. Value Engineering Efforts*
  - H. System Commissioning*
  - I. Energy Review Certifications*
2. Preparation of Operation and Maintenance Manuals and Warranties is by the contractor.
3. We will produce one set of reproducible documents, for copying and distribution by others, at the 50%, 75% and 100% construction documents stages.

## ***Terms of Our Agreement***

---

The proposed lump sum fee arrangement for the work as described above is by phase:

Preliminary Design Phase [Complete and Paid] .....	\$3,500.00
Design Phase .....	\$35,000.00
Bidding Phase .....	\$2,000.00
Construction Phase.....	\$9,000.00
Total Engineering Fees .....	\$49,500.00

Our agreement would increase by an amount of **\$46,000** for the new services noted. The terms of this agreement shall be per our previously accepted agreement.



Please let me know if you have any questions regarding this proposal, or if you feel that our scope of services is not correct. *If this AMENDMENT is acceptable, please sign and return one copy for our files.*

Sincerely,  
Brewer Engineering Consultants, PLC



Brian K. Brewer, PE  
President/Operating Manager

Accepted this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

City of Webster City

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

## PROPOSAL FOR ENGINEERING SERVICES

---

RE: City Hall HVAC Evaluation  
Webster City, Iowa

Proposal Date: March 5, 2022  
BEC#: N/A

To: Ken Wetzler  
400 2<sup>nd</sup> St A  
Webster City, Iowa 50595

Thank you for the opportunity to provide a proposal for engineering services on this project. This proposal includes the following scope of engineering services:

### ***Project Description***

---

We understand the project is an existing building that is experiencing issues with their mechanical systems. The water source heat pumps are beginning to fail and an evaluation of the existing systems needs to be conducted to determine whether the system should be replaced or upgraded.

We will review and evaluate the existing facility conditions and "as-built" project documents and prepare a professional opinion on the replacement or upgrade options for the HVAC systems along with cost budgets of the viable options.

### ***Deliverables***

---

- *Report/Study*
- *Review Meeting*

### ***Report/Study Phase***

---

1. Review construction documents and available correspondence for system design intent.  
Reviews will be general only, detailed calculations are not included.
2. Review building site and note system configuration and condition.
3. Prepare a written summary opinion report on the replacement/upgrade of the HVAC systems.

### ***We have made the following assumptions:***

---

1. The following services are (is) not a part of this fee proposal, but if requested will be provided under an Additional Services Agreement (ASA):
  - A. *Review or evaluation of systems other than HVAC.*
  - B. *Follow-up work to our initial report. This will be on an hourly basis as additional services.*
  - C. *One trip to the site for review and one trip to the site to review final report with the Board of Supervisors.*
2. Study will take approximately 45 days to complete based on current work schedule.

### ***Terms of Our Agreement***

---

The proposed *Lump Sum* fee arrangement for the work as described above is **\$3,500.00**. Fees will be invoiced monthly, with payment expected within 30 days. If changes in the scope require an adjustment of fees, additional services will be negotiated and an amendment to the signed agreement will be issued for your approval. Customary reimbursable expenses, upon prior approval, will be billed at our standard rates in addition to the fee amount indicated above. The terms of this agreement shall be per our attached Standard Terms and Conditions document.

This proposal shall be valid for thirty (30) days.

Please let me know if you have any questions regarding this proposal, or if you feel that our scope of services is not correct. Thank you again for this opportunity, and we look forward to working with you on this project. *If this proposal is acceptable, please sign and return one copy for our files.*

Sincerely,  
Brewer Engineering Consultants, PLC



Brian K. Brewer, PE  
President/Operating Manager

Accepted \_\_\_\_\_, 2022.

\_\_\_\_\_  
Company or Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

1. **STANDARD OF CARE.** Services shall be performed in accordance with (a) the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed, and (b) applicable laws and regulations, including, but not limited to, laws and regulations for the protection of the environment.

2. **CHANGE OF SCOPE.** The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope should be redefined. BEC will promptly inform CLIENT in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate this Agreement as necessary. No payment for services beyond those described in the original scope will be authorized without a written amendment to this Agreement.

3. **SAFETY.** BEC shall establish and maintain programs and procedures for the safety of its employees. BEC shall also comply with safety programs and procedures governing the project site. Unless specifically set forth in this Agreement, BEC specifically disclaims any authority or responsibility for general job site safety and safety of persons other than BEC employees.

4. **DELAYS.** If events beyond the control of BEC, including, but not limited to fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

5. **TERMINATION/SUSPENSION.** In the event either party defaults in its obligations under this Agreement (including CLIENT's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement. BEC will, upon written notice from CLIENT suspend performance under this Agreement. In such event, BEC will resume performance upon written notice from CLIENT and an appropriate extension of time will be mutually agreed upon and added to BEC's time of performance.

6. **COORDINATION WITH OTHER CONTRACTORS.** BEC understands that other contractors may be engaged by OWNER or CLIENT to perform services for the project. BEC shall perform Services in manner, sequence and timing to coordinate with services provided by such other contractors.

7. **INSURANCE.** BEC shall maintain insurance coverages and performance and payment bonds of the same type and with the same limits as required under the Prime Agreement. Minimum insurance requirements shall be as follows:

Comprehensive General Liability	\$1M occurrence/ \$2M aggregate
Automobile Liability	\$1M occurrence/aggregate
Worker's Compensation/Employers Liability Statutory	
Professional Liability	\$1M occurrence/ \$2M aggregate
Umbrella Liability	\$2M occurrence/aggregate

8. **INDEMNIFICATION.** To the fullest extent permitted by law, OWNER shall hold harmless and indemnify BEC, its employees and representatives from all loss, liability, and damages (including reasonable litigation costs) arising out of claims based on negligent acts or omissions. To the fullest extent permitted by law, BEC shall hold harmless and indemnify the OWNER, its employees and representatives from all loss, liability, and damages (including reasonable litigation costs) arising out of claims based on negligent acts or omissions.

9. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by CLIENT and shall not be made available to third parties without written consent of BEC.

10. **INDEPENDENT CONTRACTOR.** BEC is an independent Contractor and will maintain complete control of and responsibility for its

employees, agents, methods, and operations. Nothing contained in this Agreement will create any contractual relationship between OWNER and BEC.

11. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

12. **ASSIGNMENT/SUBCONTRACTING.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned or subcontracted by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns or subcontractors.

13. **DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

14. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

15. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

18. **NOTICES.** Any notice required hereunder shall be sent to the business address designated on the signature page of this Agreement and shall be deemed served if sent by registered or certified mail or hand-delivered to an officer or authorized representative of the party to whom the notice is directed.

19. **INCORPORATION OF PRIME AGREEMENT.** BEC agrees to be bound by the Prime Agreement or selected portions thereof which is/are attached to this Agreement and incorporated by reference herein. Specifically, and without limitation, for projects subject to the Federal Acquisition Regulations (FARs), BEC agrees to comply with all applicable sections of the FARs.

20. **GOVERNING LAW.** This agreement will be governed by the laws of the State of Iowa.

21. **BILLINGS/PAYMENTS.** BEC shall invoice CLIENT monthly according to BEC's standard billing practices with payment due upon receipt. Unpaid invoices will accrue interest at rate of 1.5% per month until payment is received, and in addition, BEC may suspend services under this Agreement with seven days written notice.

22. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, CLIENT agrees to limit BEC's liability for the CLIENT's damages to the sum of BEC's fee.

23. **OWNERSHIP OF DOCUMENTS.** All drawings, specifications, reports and other documents and electronic data furnished by the BEC to the CLIENT under this Agreement are deemed to be instruments of service and BEC shall retain ownership and copyright of those instruments. BEC shall, upon receipt of payment of fees due under this Agreement, grant CLIENT a limited license to use these instruments to complete the Project. CLIENT agrees to defend, indemnify, and hold harmless BEC from any claims, damages, liabilities, losses and expenses, and attorney's fees, resulting from unauthorized re-use of these instruments.

## Municipal Building

Webster City, Iowa

## HVAC System Replacement

December 21, 2022

**Updated July 15, 2023**

**\*Final Report\***



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. My license expires 12/31/2023.

A handwritten signature in blue ink, appearing to be "BKB", written over a horizontal line.

Brian K. Brewer

07/15/2023

Date



---

## 1. TABLE OF CONTENTS

---

1.	TABLE OF CONTENTS .....	1
2.	EXECUTIVE SUMMARY .....	2
3.	SUMMARY OF PROPOSED RENOVATION OPTIONS .....	3
4.	PRELIMINARY ENGINEERING PURPOSE .....	4
5.	BUILDING DESCRIPTION .....	4
	Building Envelope .....	4
	Heating, Ventilation, and Air Conditioning Systems .....	4
6.	EXISTING HVAC SYSTEMS .....	5
	Heating & Cooling .....	5
	Ventilation .....	5
7.	OPTION 1 – WSHP’S WITH SANITARY DISCHARGE .....	6
	Description .....	6
	Maintenance & Life Cycle Costs .....	6
	Opinion of Probable Cost .....	7
8.	OPTION 2 – WSHP’S WITH GEOTHERMAL EXCHANGER .....	8
	Description .....	8
	Maintenance & Life Cycle Costs .....	8
	Opinion of Probable Cost .....	8
9.	OPTION 3 – WSHP’S WITH COOLING TOWER .....	9
	Description .....	9
	Maintenance & Life Cycle Costs .....	9
	Opinion of Probable Cost .....	9
10.	OPTION 4 – PACKAGED VAV ROOFTOP UNITS WITH ELECTRIC REHEAT .....	10
	Description .....	10
	Maintenance & Life Cycle Costs .....	10
	Opinion of Probable Cost .....	10
11.	OPTION 5 – AIR-SOURCE VRF HEAT RECOVERY SYSTEM .....	11
	Description .....	11
	Maintenance & Life Cycle Costs .....	11
	Opinion of Probable Cost .....	11
12.	UTILITY INCENTIVES & TAX REBATES .....	12
13.	OTHER COMMENTS AND OBSERVATIONS .....	12

---

## 2. EXECUTIVE SUMMARY

---

The facility's HVAC equipment is well beyond its anticipated useful life and is evidenced by more frequent WSHP compressor failures. The current well system is not feasible to maintain as-is due to the new IDNR storm water discharge requirements and resultant treatment requirements. ~~Routing the discharge to sanitary (Option 1) is the best option if the additional effluent flow can be absorbed by the City's wastewater treatment facility~~ [Revision: WWTP has capacity to treat discharge and treatment costs have been included in the calculations]. If implementing Option 1 is not feasible, then Option 5 provides the shortest payback on equipment with the highest energy efficiencies. [Edit: Option 2 is attractive in that it provides the most robust and proven system with a long useful service life. Option 3 is not desirable due to the maintenance issues related to a cooling tower and the very limited site availability].

At a minimum, the ventilation system for the building needs to be replaced and brought up to current standards and mechanical code requirements.

### 3. SUMMARY OF PROPOSED RENOVATION OPTIONS

The following table is a summary of the Proposed Renovation Options:

Description	Estimated Construction Budget <sup>(1)</sup>	Estimated Life Cycle Cost Difference <sup>(2)</sup>	First Year Energy Cost <sup>(3)</sup>	Simple Payback Compared to Option #1
<b>Option 1 – WSHP's to Sanitary</b>				
▪ Replace WSHP's and re-route discharge to sanitary	\$560,000	BASE	\$43,750 <sup>(4)</sup>	BASE
<b>Option 2 – WSHP's Geothermal</b>				
▪ Replace WSHP's and install ground loop exchanger	\$880,000	(\$145,011)	\$23,200	15.6
<b>Option 3 – WSHP's Cooling Tower</b>				
▪ Replace WSHP's and add cooling tower	\$600,000	\$97,488	\$25,950	2.2
<b>Option 4 – Rooftop VAV with Electric reheat</b>				
▪ Replace WSHP's with roof-mounted variable air volume unit, electric reheat terminal units.	\$900,000	(\$237,412)	\$23,690	16.9
<b>Option 5 – Variable Refrigerant Flow</b>				
▪ Replace WSHP's with VRF heat recovery system	\$630,000	(63,562)	\$12,682	1.4 yrs

Notes:

1. The costs described in this table are very rough estimates based on a preliminary and cursory review of the system requirements for this space. As such, the costs should NOT be relied upon for determining construction cost budgets, but for the comparison of the relative costs of different system options. Only after a detailed design is completed, taking into account specific construction requirements, should a construction cost budget be established.
2. Because of the large number of assumptions contained in this calculation, it should be used for relative comparison only.
3. Utility rates were assumed, as well as minimum envelope performance. Use for relative comparison only.
4. [Edit: Includes a water discharge cost of \$3.8787/1,000 gallons for water treatment.]

---

## 5. PRELIMINARY ENGINEERING PURPOSE

---

The purpose of this engagement is to evaluate several feasible replacement options, evaluating advantages and disadvantages of each. With each option, present opinions of overall project cost, possible payback, and estimate of annual operational costs. Identify anticipated utility incentives if possible.

---

## 6. BUILDING DESCRIPTION

---

The original structure was built in 1969. The total gross floor areas are approximately:

	Heated	Cooled	Total Areas, GSF
Basement	6,456	6,456	6,456
Grade Level	17,290	17,290	17,290
Total Floor Areas:	23,746	17,290	23,746

### BUILDING ENVELOPE

The building exterior is modular face brick with a modular light weight concrete block structure. Original design calls for approximately 4" of vermiculite fill in the wall cavity. Most of the windows are very narrow tall slit windows with a slightly extended jamb to create shading for the glazing. The performance of this system is poor according to current standards, but improvements are difficult and limited primarily to adding furring and insulation to the interior walls. Original roof insulation was 2" thick, but has likely been replaced with up to 4" limited by the perimeter stone and gravel stop. Increasing the performance of the roofing system would require some architectural modifications to accommodate thicker insulation.

### HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS

The original HVAC system for the building was about 1/3 single zone constant volume packaged rooftop unit and 2/3 variable air volume packaged rooftop units with dual duct terminal units. The HVAC system was renovated in 1985 to a zoned Water-Source Heat-Pump (WSHP) system with a open well ("pump and dump") exchanger that rejected effluent into a storm sewer intake. The well water flows through a plate and frame heat exchanger to isolate the interior loop from the well water. An electric boiler serves the interior loop to supplement heating capacity during very cold weather.

The Iowa Department of Natural Resources (IDNR) has recently began to tighten up regulations regarding storm water discharge. The discharge from this well, since it goes to storm, will very soon be required to meet water quality requirements to protect the river system the City's storm system discharges into. The new requirements are quite extensive and will require regular in-depth testing and reporting. All effluent water not conforming to the discharge limits will need to be treated to comply, leading to potentially costly continued operation.

---

## 7. EXISTING HVAC SYSTEMS

---

### HEATING & COOLING

The building is heated and cooled primarily with 38 water-source heat pumps located in various zones through the building, ranging in size from 12,000 to 35,000 Btu's per hour. The heat pumps were installed in 1985 and many are still in service, some have been replaced and several have had major components replaced. The total building cooling capacity is approximately 55 tons. The interior cooling loop is isolated from the ground source system by a Bell & Gossett plate and frame heat exchanger located in the basement mechanical room. The heat exchanger is evidently more recent as the nameplate has a build date of 2002. The supplemental electric boiler located on the interior loop is a CAM Industries 120 kW that was manufactured in September of 1985. New equipment capacities have been assumed to be similar to the existing and are consistent with the building load simulations performed.

### VENTILATION

Ventilation is achieved with a Carnes rooftop ventilator unit, there is no data available on the unit's capacity. The unit feeds two supply duct with dampered openings above the ceiling, one at 24x14 and one at 24x10. The flow rates, based on duct size, are estimated at 2,000 CFM and 1,250 CFM respectively. From an exterior visual inspection, it appears that the ventilation exchange unit currently installed is merely a supply and exhaust combined unit with little or no energy transfer between the air streams. The unit is suspected to be non-operational.



---

## 8. OPTION 1 – WSHP’S WITH SANITARY DISCHARGE

---

### DESCRIPTION

The base option is to replace the existing WSHP’s with new like-size units in the same locations. To avoid the issues related to the storm water discharge permit, the well effluent will be re-routed to the building’s sanitary piping. To reduce the volume of output, the plate and frame heat exchanger will be replaced with a unit with a lower well water flow rate. The existing well maximum flow rate is estimated to be approximately 150 gallons per minute. Replacing the heat exchanger should lower the effluent rate to around 75 gallons per minute.

This approach has several advantages:

- Maintaining the existing piping and zones.
- Fairly high efficiency with premium WSHP’s.

This approach has several disadvantages:

- The discharge rate of effluent may cause concern for the City’s water treatment plant. Peak discharge is estimated to be at roughly 239,000 gallons per day. [Correction: City’s DNR discharge monitoring reports indicate an average daily discharge of 15,000 gallons per day.]
- Bolton and Menk has calculated the cost for the City to treat the discharge water is \$3.8787 per 1000 gallons. At 15,000 GPD, that is a daily cost of \$58.18 or an average monthly cost of \$1,745.42.

### MAINTENANCE & LIFE CYCLE COSTS

Maintenance costs would be similar to the existing system with frequency and amounts greatly reduced due to new equipment. Individual heat pumps would still need periodic air filter replacement as would the new roof-mounted energy recovery ventilator.

A WSHP system has an estimated life expectancy of 25-30 years with occasional parts replacement. Most parts are somewhat universal and can be replaced without entire unit replacement.

OPINION OF PROBABLE COST

The following table summarizes the prepared Opinion of Probable Cost for this option:

Replace WS Heat Pumps	\$	250,498
Reroute discharge to sanitary	\$	33,500
ERV	\$	70,000
Ceilings	\$	15,000
Boiler Controls	\$	15,000
Circ Pumps	\$	10,000
TAB	\$	3,600
Total	\$	397,598
15% Eng, misc	\$	59,640
15% Conting	\$	59,640
10% Inflation	\$	39,760
Project Budget	\$	556,638

---

## 9. OPTION 2 – WSHP’S WITH GEOTHERMAL EXCHANGER

---

### DESCRIPTION

This option is similar to Option 1, but in lieu of an open well system, the ground source system is comprised of a closed loop of piping that includes horizontal or vertical “wells” that reject or claim heat from the ground. For estimation purposes, we assume a 200 ft vertical well can provide approximately 12,000 Btu per hour of heat transfer. This would need to be confirmed with a test well before final design is completed.

This approach has several advantages:

- Fairly high efficiency with premium WSHP’s.
- Eliminates the ground well and the storm water discharge.

This approach has several disadvantages:

- Approximately 55 vertical wells, 200 ft deep, on 20 ft center to center spacing, requires approximately 22,000 SF of parking lot, not including trunk lines to and from the building. Installation of the wells would necessitate parking lot removal and replacement.

### MAINTENANCE & LIFE CYCLE COSTS

Maintenance costs would be similar to the existing system with frequency and amounts greatly reduced due to new equipment. Individual heat pumps would still need periodic filter replacement as would the roof-mounted energy recovery ventilator.

A WSHP system has an estimated life expectancy of 25-30 years with occasional parts replacement. Most parts are somewhat universal and can be replaced without entire unit replacement.

### OPINION OF PROBABLE COST

The following table summarizes the prepared Opinion of Probable Cost for this option:

(55) 200 ft wells, 1 T each, \$3000 installed cost	\$	165,000
Inside work (base option)	\$	250,498
Parking Lot Replace	\$	100,000
ERV	\$	70,000
Ceilings	\$	15,000
Boiler Controls	\$	15,000
Circ Pumps	\$	10,000
TAB	\$	3,600
Total	\$	629,098
15% Eng, misc	\$	94,365
15% Conting	\$	94,365
10% Inflation	\$	62,910
Project Budget	\$	880,738

---

## 10. OPTION 3 – WSHP’S WITH COOLING TOWER

---

### DESCRIPTION

Option 3 is similar to Options 1 and 2 with the interior WSHP’s sharing a cooling loop. In lieu of an open well or a geoexchanger loop, excess heat is rejected to the atmosphere via a wet media cooling tower. The cooling tower would require makeup water and chemical treatment of the cooling tower basin. Additionally, provisions must be made for cold weather operation to prevent frozen equipment and subsequent failure.

This approach has several advantages:

- Eliminates the ground well and the storm water discharge.
- Good efficiencies with premium WSHP’s.

This approach has several disadvantages:

- Cooling towers are a high maintenance option and can be a concern with moisture drift during windy weather and operation during cold weather.
- Physical space requirements of the cooling tower and substantial visual screening.

### MAINTENANCE & LIFE CYCLE COSTS

Maintenance costs would be similar to the existing system with frequency and amounts greatly reduced due to new equipment. Individual heat pumps would still need periodic filter replacement as would the roof-mounted energy recovery ventilator. Cooling towers require annual maintenance typically before and after winter.

A WSHP system has an estimated life expectancy of 25-30 years with occasional parts replacement. Most parts are somewhat universal and can be replaced without entire unit replacement. Cooling towers have a 15-20 year life expectancy.

### OPINION OF PROBABLE COST

The following table summarizes the prepared Opinion of Probable Cost for this option:

Inside work (base option)	\$	250,498
Tower & Piping	\$	52,000
ERV & Elec	\$	70,000
Ceilings	\$	15,000
Boiler Controls	\$	15,000
Tower Controls	\$	7,500
Circ Pumps	\$	10,000
TAB	\$	3,600
Total	\$	423,598
15% Eng, misc	\$	63,540
15% Conting	\$	63,540
10% Inflation	\$	42,360
Project Budget	\$	593,037

---

## 11. OPTION 4 – PACKAGED VAV ROOFTOP UNITS WITH ELECTRIC REHEAT

---

### DESCRIPTION

Option 4 installs packaged rooftop electric heating and cooling units on the roof and ducted into the ceiling plenum space to Variable Air Volume (VAV) terminal boxes for each zone. New Building Management System (BMS) controls would be required to control the rooftop equipment, zone volume control, and zone electric heating.

This approach has several advantages:

- Packaged equipment with integrated ventilation simplifies meeting ventilation code requirements.
- System is fairly simple and eliminates issues with water loop maintenance.

This approach has several disadvantages:

- First cost is high for equipment, building controls, and roof modifications.
- Physical space disruption for the installation of main ducts and terminal boxes.

### MAINTENANCE & LIFE CYCLE COSTS

Maintenance activities would be focused on the packaged rooftop equipment. Periodic filter replacements would be at the rooftop equipment.

Packaged rooftop equipment has a typical life span of approximately 15 to 20 years. BMS equipment lasts about 7-10 years before needing to be upgraded or replaced.

### OPINION OF PROBABLE COST

The following table summarizes the prepared Opinion of Probable Cost for this option:

(3) 20T VAV RTUs & Elect	\$	241,500
VAV Boxes, Electric (34)	\$	306,000
Exhaust Fans	\$	5,000
Ceilings	\$	20,400
Digital Controls	\$	58,500
TAB	\$	12,240
Total	\$	643,640
15% Eng, misc	\$	96,546
15% Conting	\$	96,546
10% Inflation	\$	64,364
Project Budget	\$	<b>901,096</b>



---

## 12. OPTION 5 – AIR-SOURCE VRF HEAT RECOVERY SYSTEM

---

### DESCRIPTION

Option 5 is a refrigerant based split system, utilizing many smaller interior evaporator modules and a larger, usually single, exterior heat pump condensing unit. Heat recovery using branch controllers can recover heat from a zone in cooling mode to provide the energy for a zone in heating mode and vice-versa.

This approach has several advantages:

- Inverter driven compressors, ECM fans, heat recovery, and direct refrigerant use lead to very high energy efficiencies.
- Flexible zone control and capabilities. Each zone can either heat or cool independent of other zones.
- Advanced humidity control avoids over-cooling or insufficient moisture removal by controlling fan speeds.
- Limited outdoor footprint for the heat pump condensing unit.

This approach has several disadvantages:

- Life Expectancy – High compressor run hours, product innovation, and proprietary electronic controls has shown life expectancies of about 12-15 years on average.
- Refrigerant Loss – A single refrigerant leak can disable an entire system, potentially in the occupied space.
- Maintenance personnel must be proficient in distributed refrigeration systems and networked controls.

### MAINTENANCE & LIFE CYCLE COSTS

This option has fairly low maintenance costs, primarily filter changes at zones. Significant replacement costs should be planned for at 15 years.

### OPINION OF PROBABLE COST

The following table summarizes the prepared Opinion of Probable Cost for this option:

VRF equipment, 55T @ \$3000/ton	\$	330,000
Electrical	\$	25,000
ERV	\$	70,000
Ceilings	\$	20,400
TAB	\$	3,600
Total	\$	449,000
15% Eng, misc	\$	67,350
15% Conting	\$	67,350
10% Inflation	\$	44,900
Project Budget	\$	<b>628,600</b>

---

## 13. UTILITY INCENTIVES & TAX REBATES

---

A review of the City's electric utilities website suggests that no construction or equipment rebates are available.

Recent legislation, specifically the Inflation Reduction Act (IRA) of 2022, may have provisions to provide tax credits for improvements related to heat pumps and geothermal installations. Being new legislation, the full ramifications and benefits are not yet clearly understood but appear to potentially have relevance to this project. That evaluation should be done by a certified professional accountant or similar tax advisor.

---

## 14. OTHER COMMENTS AND OBSERVATIONS

---

1. Several of the heating only cabinet unit heaters at the building entrances have control issues and run continuously, overheating the spaces during low traffic periods. These thermostats should be checked for proper operation and likely replaced.
2. Other possible approaches to the system replacement that were not considered are: Small single zone split system equipment; Smaller single zone packaged rooftop equipment; Variable air volume with hot water reheat (either electric or natural gas boiler); and other systems utilizing fossil fuel heating. Changing to these types of systems drastically changes the current zoning and control of the spaces resulting in decreased occupant comfort.

E N D O F R E P O R T



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Authorizing the City Manager to Issue a Request for Quote for the 69 kV Transmission Line Relocation Project

---

**SUMMARY:** DGR Engineering is performing a load flow analysis of the City's electric distribution system in efforts to assist the City in developing a capital improvement plan that identifies proper maintenance and rehabilitation needed of the system. Staff would like to move forward with some of the projects identified in the electric system study.

**PREVIOUS COUNCIL ACTION:** The Council approved an agreement with DGR Engineering, Inc. on June 2, 2020 for professional engineering services. On May 15, 2023 the City Council approved Task Order No. 5 with DGR for the Phase 1 69 kV Transmission Line Relocation Project.

**BACKGROUND/DISCUSSION:**

Task Order No. 5 was executed on May 15, 2023 for the Phase 1 69 kV Transmission Line Improvements. Phase 1 69kV Transmission Improvements includes full services for the relocation of approximately 0.4 miles of existing 69 kV transmission line to accommodate grading operations for the new Wastewater Treatment Facility project. In the future, an amendment to Task Order No. 5 will be necessary to complete the construction of approximately 1.17 miles of new "looped" 69kV transmission service to the new Reisner Substation and a rebuild of approximately 6.35 miles of existing 69 kV transmission line between the Sweazey Substation and Webster City Junction (Corn-Belt tie-in point). This is the first phase of the entire 69 kV transmission line improvement project. It is time to request quotes for this portion of the project. The total construction costs associated with this project is estimated to be approximately \$153,400. This is below the current competitive bid threshold established by Chapter 26 of \$196,000 for vertical infrastructure; therefore, we can proceed with the competitive quote process. Attached is a map outlining the proposed structures and the structures that will be relocated.

The timeline for this project is as follows:

October 16, 2023 – Request Authorization from City Council to Issue Request for Quotes  
October 17, 2023 – Issue Notice to Quoters  
November 9, 2023 – Quotes Due @ 1:30 p.m.  
November 20, 2023 – Award Contract  
March 14, 2024 – Contractor Must Substantially Complete Project

**FINANCIAL IMPLICATIONS:** The costs associated with this project will be covered by the project fund. This project was approved as part of the FY 23-24 Capital Improvement Plan. The total construction cost estimated for this project are approximately \$153,400.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the City Manager to issue a Request for Quote for the 69 kV Transmission Line Relocation Project

**RESOLUTION NO. 2023 – xxx**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR QUOTE FOR THE 69 kV  
TRANSMISSION LINE RELOCATION PROJECT**

**WHEREAS**, the City of Webster City seeks to address aging infrastructure to ensure long term sustainability of utility services to residents; and

**WHEREAS**, the City of Webster City has a professional services agreement with DGR Engineering for electrical engineering services; and

**WHEREAS**, DGR Engineering, Inc. is assisting the City with planning for the future and sustainability of the existing electric utility infrastructure; and

**WHEREAS**, the City of Webster City wishes to proceed with the 69 kV Transmission Line Relocation Project and must issue a Request for Quotes; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Authorizes the City Manager to issue a Request for Quote for the 69 kV Transmission Line Relocation Project

Passed and adopted this 16<sup>th</sup> day of October, 2023

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk



## NOTICE TO QUOTERS

Notice is hereby given that quotes will be received by the Public Works Management Assistant of Webster City, Iowa, at City Hall, 400 Second Street, Webster City, Iowa 50595, before **1:30 P.M. on November 9, 2023**, for the 69 kV Transmission Line Relocation project for the City of Webster City, Iowa. Quotes will be considered by the City Council at a later date.

### **The work is described in general as follows:**

Relocation of approximately 0.4 miles of 69 kV transmission line.

The above work and equipment shall be in accordance with the specifications and proposed form of contract now on file in the City offices in said City of Webster City, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Quotes shall be submitted on a unit price basis as stated on the Quote Form.

Each Quote shall be made out on a blank form furnished by the City.

The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. The retainage payment will be released following acceptance of the project by the City of Webster City and the provisions stipulated in the Iowa Code.

Construction of the work shall start any time after the execution of the Construction Agreement (the Contract) and the work shall be substantially completed by March 14, 2024. See Section 01 3213 "Construction Schedule" in the Technical Specifications for special instructions relating to staging of construction for this project.

The City may make the contract award to the lowest responsive, responsible Quoter meeting specifications. The City reserves the right to defer acceptance of any Quote for a period not to exceed thirty (30) days after the date Quotes are received and no Quote may be withdrawn during this period. The Council also reserves the right to waive irregularities and to reject any or all Quotes.

Dated this 16<sup>th</sup> day of October, 2023.

CITY OF WEBSTER CITY, IOWA

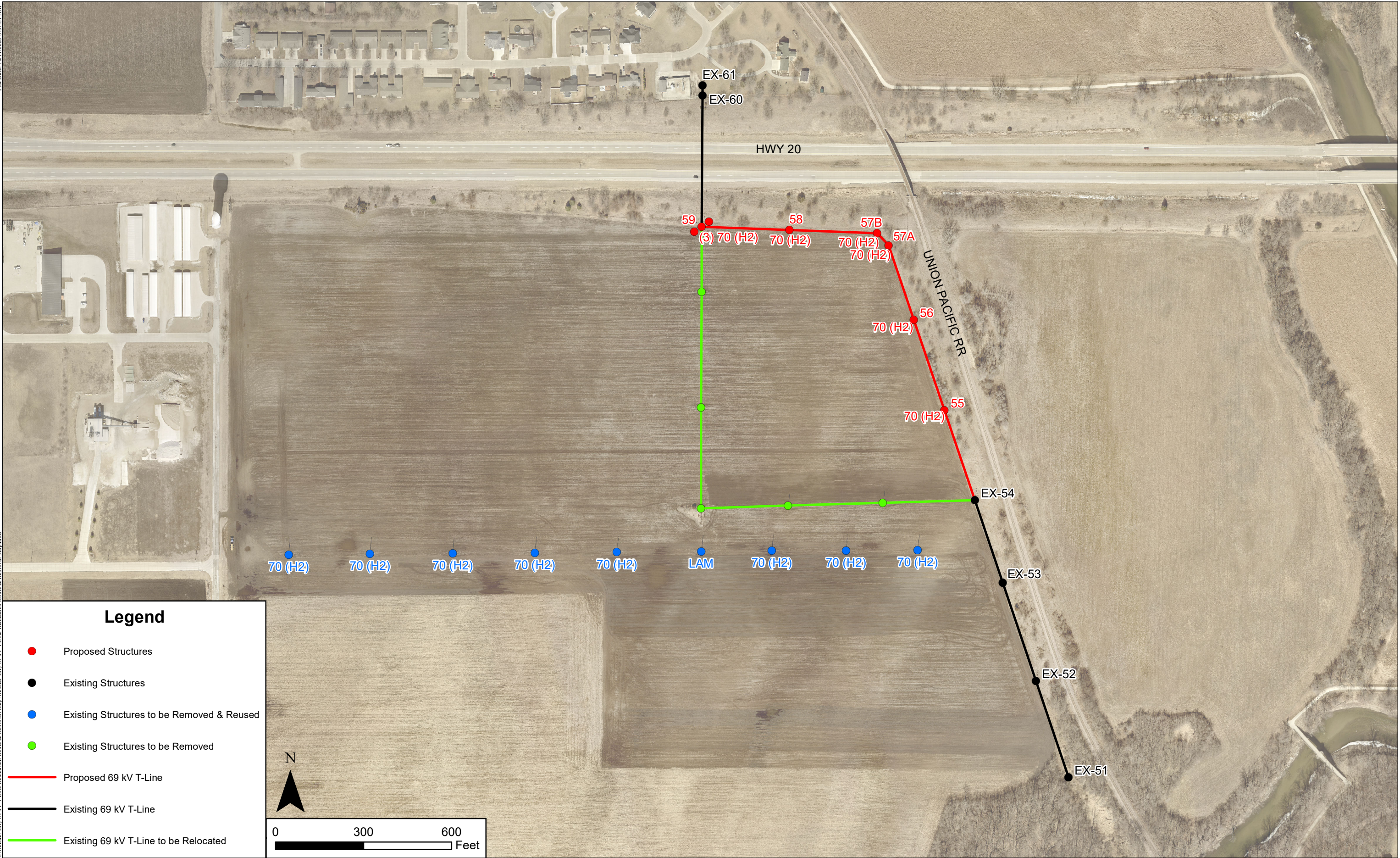
By /s/ John Hawkins  
Mayor

ATTEST:  
/s/ Karyl K. Bonjour  
City Clerk



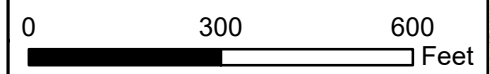
Plot Date: 10/11/2023 8:07:51 AM

P:\0438404\Drawings\Webster City 69 kV T-Line Relocation Route & Removal Map.mxd



Legend

- Proposed Structures
- Existing Structures
- Existing Structures to be Removed & Reused
- Existing Structures to be Removed
- Proposed 69 kV T-Line
- Existing 69 kV T-Line
- Existing 69 kV T-Line to be Relocated



REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA  
354 of 567

REMOVAL MAP  
69 kV TRANSMISSION LINE RELOCATION



## **Quote Documents**

### **69 kV Transmission Line Relocation**



**City of Webster City Municipal Utilities  
Webster City, Iowa**

**October 2023**

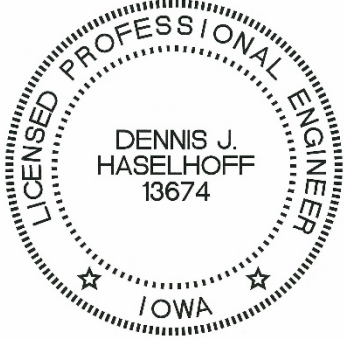
**DGR Project No. 428404  
City Project No. 9-24-003**

# Quote Documents

## 69 kV Transmission Line Relocation

City of Webster City Municipal Utilities  
Webster City, Iowa

October 2023

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.</p> <p>By _____ 10-12-2023 Dennis J. Haselhoff, P.E. (Date)</p> <p>License Number <u>13674</u></p> <p>My License renewal date is <u>December 31, 2023</u>.</p> <p>Pages or sheets covered by this seal: <u>All bound pages.</u></p>
--	--

DGR Project No. 428404

### DGR Engineering

1302 South Union Street  
Rock Rapids, IA  
(712) 472-2531  
dgr@dgr.com

# Quote Documents

## 69 kV Transmission Line Relocation

City of Webster City Municipal Utilities  
Webster City, Iowa

October 2023

Contact persons for this project are as follows:

**Owner's  
Representative:**

City of Webster City  
400 Second Street  
Webster City, IA 50595  
Telephone: (515) 832-9151

Adam Dickinson, Electric Utility Supervisor  
Telephone: (515) 832-9159  
Cell: (515) 297-1307  
E-mail: [adam@webstercity.com](mailto:adam@webstercity.com)

Ryan Orton, Utility Technician  
Telephone: (515) 832-9159  
Cell: (515) 297-0820  
E-mail: [rorton@webstercity.com](mailto:rorton@webstercity.com)

**Engineer:**

DGR Engineering  
1302 South Union Street  
Rock Rapids, Iowa 51246  
Telephone 712-472-2531

Andy Koob, P.E., Project Principal  
E-mail: [andy.koob@dgr.com](mailto:andy.koob@dgr.com)

Dennis J. Haselhoff, P.E., Project Manager  
E-mail [dennis.haselhoff@dgr.com](mailto:dennis.haselhoff@dgr.com)

Dylan Schueler, Project Engineer  
Email: [dylan.schueler@dgr.com](mailto:dylan.schueler@dgr.com)



# **Quote Documents**

## **69 kV Transmission Line Relocation**

**City of Webster City Municipal Utilities  
Webster City, Iowa**

### **Table of Contents**

<b>Category I – Quoting Information and Contract Forms</b>	<b>Page No.</b>
Notice to Quoters	NTQ-1
Instructions to Quoters	IQ-1 – IQ-12
Quote Form	QF-1 – QF-6
Performance Bond	1 -2
Payment Bond	1 -2
Agreement	A1 – A8
 <b>Category II – Contract Conditions</b>	
General Conditions	1 - 65
Supplementary Conditions	SC-1 – SC-7
 <b>Category III – Technical Specifications</b>	
 <b>Division 01 - General Requirements</b>	
01 1100 Summary of Work	1-1 – 1-3
01 2000 Price and Payment Procedures	1-4 – 1-8
01 3100 Project Management and Coordination	1-9
01 3119 Project Meetings	1-10 – 1-11
01 3213 Construction Schedule	1-12 – 1-13
01 3236 Project Record Documents	1-14 – 1-15
01 3300 Submittal Procedures	1-16 – 1-19
01 3523 Safety Requirements	1-20
01 4113 Applicable Codes and Standards	1-21 – 1-22
01 4126 Permits, Laws, and Ordinances	1-23
01 4500 Quality Control	1-24 – 1-26
01 5000 Temporary Facilities and Controls	1-27 – 1-29
01 6000 Product Requirements	1-30 – 1-31
01 6400 Owner Furnished Products	1-32
01 6500 Product Delivery Requirements	1-33
01 7100 Examination and Preparation	1-34 – 1-35

01 7300	Execution Requirements	1-36 – 1-37
01 7400	Cleaning and Disposal Management	1-38 – 1-40
01 7800	Closeout Submittals	1-41 – 1-43
01 7836	Warranties	1-44

### **Division 33 – Utilities**

33 7116.33	Wood Poles	33-1 – 33-4
33 7116.36	Guy Assemblies	33-5 – 33-8
33 7123.13	Suspension Insulators	33-9 – 33-10
33 7123.16	Line Post Insulators	33-11 – 33-12
33 7126.01	Pole Line Hardware	33-13 – 33-16
33 7139.13	Overhead High Voltage Conductor	33-17 – 33-21
33 9000	Retirement	33-22– 33-23

### **Category IV - Appendix**

Project Drawings (separate): 69 kV Transmission Line Relocation – 11 sheets

## **Category I**

### **Quoting Information and Contract Forms**

- Notice to Quoters
- Instructions to Quoters
- Quote Form
- Performance Bond
- Payment Bond
- Agreement

## NOTICE TO QUOTERS

Notice is hereby given that quotes will be received by the Public Works Management Assistant of Webster City, Iowa, at City Hall, 400 Second Street, Webster City, Iowa 50595, before **1:30 P.M. on November 9, 2023**, for the 69 kV Transmission Line Relocation project for the City of Webster City, Iowa. Quotes will be considered by the City Council at a later date.

### **The work is described in general as follows:**

Relocation of approximately 0.4 miles of 69 kV transmission line.

The above work and equipment shall be in accordance with the specifications and proposed form of contract now on file in the City offices in said City of Webster City, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Quotes shall be submitted on a unit price basis as stated on the Quote Form.

Each Quote shall be made out on a blank form furnished by the City.

The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. The retainage payment will be released following acceptance of the project by the City of Webster City and the provisions stipulated in the Iowa Code.

Construction of the work shall start any time after the execution of the Construction Agreement (the Contract) and the work shall be substantially completed by March 14, 2024. See Section 01 3213 "Construction Schedule" in the Technical Specifications for special instructions relating to staging of construction for this project.

The City may make the contract award to the lowest responsive, responsible Quoter meeting specifications. The City reserves the right to defer acceptance of any Quote for a period not to exceed thirty (30) days after the date Quotes are received and no Quote may be withdrawn during this period. The Council also reserves the right to waive irregularities and to reject any or all Quotes.

Dated this 16<sup>th</sup> day of October, 2023.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins  
Mayor

ATTEST:  
/s/ Karyl K. Bonjour  
City Clerk

## **INSTRUCTIONS TO QUOTERS**

### **ARTICLE 1 - DEFINED TERMS**

- 1.01 Terms used in these Instructions to Quoters have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Quoters have the meanings indicated below:
- A. *Issuing Office* - The office from which the Quoting Documents are to be issued and where the Quoting procedures are to be administered.
  - B. *Successful Quoter* - The responsible Quoter submitting a responsive Quote to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

### **ARTICLE 2 - COPIES OF QUOTING DOCUMENTS**

- 2.01 Complete sets of the Quoting Documents in the number and for the deposit sum, if any, stated in the Notice to Quoters may be obtained from the Issuing Office.
- 2.02 Complete sets of Quoting Documents shall be used in preparing Quotes; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Quoting Documents.
- 2.03 Owner and Engineer, in making copies of Quoting Documents available on the above terms, do so only for the purpose of obtaining Quotes for the Work and do not authorize or confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF QUOTERS**

- 3.01 To demonstrate Quoter's qualifications to perform the Work, prior to award, within five days of Owner's request, Quoter shall submit written evidence such as financial data, previous experience, present commitments, statement of compliance with any statutory requirements, and such other data as may be deemed appropriate by OWNER for making a complete evaluation.
- 3.02 A Quoter's failure to submit required qualification information within the times indicated may disqualify Quoter from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Quoter's qualifications.
- 3.04 Quoter is advised to carefully review those portions of the Quote Form requiring Quoter's representations and certifications.



**ARTICLE 4 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

**4.01**    *Site and Other Areas*

- A.     The Site is identified in the Quoting Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

**4.02**    *Existing Site Conditions*

- A.     Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1.     The Supplementary Conditions identify:
    - a.     those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b.     those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c.     reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d.     Technical Data contained in such reports and drawings.
  - 2.     Owner will make copies of reports and drawings referenced above available to any Quoter on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Quoter is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Quoter is responsible for any interpretation or conclusion Quoter draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3.     If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. Underground Facilities: Information and data shown or indicated in the Quoting Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Information or data regarding Underground Facilities may be missing or incomplete. Location and avoidance of underground facilities is a part of the Work as required by the Supplementary Conditions.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Quoters with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Quoting Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Quoters with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

#### 4.03 *Site Visit and Testing by Quoters*

On request, Owner will provide Quoter access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Quoter deems necessary for submission of a Quote. Quoter shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Quoter shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.04 Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Quoting Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Quoter access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 - QUOTER'S REPRESENTATIONS**

- 5.01 It is the responsibility of each Quoter before submitting a Quote to:

- A. examine and carefully study the Quoting Documents, and any data and reference items identified in the Quoting Documents;

- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and the Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Quote no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Quote for performance of the Work at the price Quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter discovers in the Quoting Documents and confirm that the written resolution thereof by Engineer is acceptable to Quoter;
- I. determine that the Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Quote will constitute an incontrovertible representation by Quoter that Quoter has complied with every requirement of this

Article, that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

#### **ARTICLE 6 - PRE-QUOTE CONFERENCE (NOT USED)**

#### **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Quoting Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Quoting Documents. Questions received less than seven days prior to the date for opening of Quotes may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Quoting Documents.

#### **ARTICLE 8 - QUOTE SECURITY (NOT USED)**

#### **ARTICLE 9 - CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **ARTICLE 10 - LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

#### **ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS**

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Quoting Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Quotes and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Quoter and has been received by Engineer at least 15 days prior to the date for receipt of Quotes. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Quoter. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Quoters. Quoters shall not rely upon approvals made in any other manner.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Quoter, and any other Quoter so requested, shall within five days after Quote opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Quoter to submit a substitute, without an increase in the Quote.
- 12.02 If apparent Successful Quoter declines to make any such substitution, Owner may award the Contract to the next lowest Quoter that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Quote security of any Quoter. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 - PREPARATION OF QUOTE**

- 13.01 The Quote Form is included with the Quoting Documents.
- A. All blanks on the Quote Form shall be completed in ink and the Quote Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Quote Form. A Quote price shall be indicated for each section, Quote item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Quote Form expressly indicates that submitting pricing on a specific alternate item is optional, and Quoter elects to not furnish pricing for such optional alternate item, then Quoter may enter the words "No Quote" or "Not Applicable."
  - C. Where the Quote Form includes more than one item, the Quoter may attach a substitute Proposal Form printed by a computer in lieu of completing the printed Proposal Form. If a substitute Proposal Form is used, it shall be attached to the back side of the printed Proposal Form. Such computer printed substitute Proposal Form shall include the following at the top of each page:



1. Project Title
2. Quote Due Date
3. Quoter's Name

- 13.02 The substitute computer printed Proposal Form shall have column headings that include the Item Number, Number of Units, Item Description, Unit Quote Price, Amount Quote for each item, Total Gross Sum Quote below the last Quote item and Quoter's name, signature in ink and title at the end of the Proposal Form. The signature on the substitute computer printed Proposal Form shall be the same as that on the bound Quote Form. The total gross sum Quote shall also be written in ink in the space provided in the bound Quote Form. In case of a discrepancy between the item number, item description, and/or quantity shown in the bound Quote Form and those shown in the substitute computer printed Proposal Form, the Quote item description and/or quantity shown in the bound Quote Form shall govern. The unit Quote price shown on the substitute computer printed Proposal Form shall govern whether or not the amount Quote shown is correct. The substitute Proposal Form page size and size of printed characters shall be approximately the same as the bound Quote Form. Solid lines for separating may be arranged either vertically or horizontally on the substitute Proposal Form. Pages must be numbered by page number of the total pages (Page 1 of 4). Item numbers must follow the Item numbers on the Quote Form. Any abnormalities which are not waived by the Owner as a technicality will result in rejection of the Quote.
- 13.03 A Quote by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. If required by State where work is to be performed, the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Quote by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Quote by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Quote by an individual shall show the Quoter's name and official address.
- 13.07 A Quote by a joint venture shall be executed by each joint venturer in the manner indicated on the Quote Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Quote shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Quote Form.

- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Quote shall be shown.
- 13.11 The Quote shall contain evidence of Quoter's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Quoter's state contractor license number, if any, for the state of the Project, shall also be shown on the Quote Form.

#### **ARTICLE 14 - BASIS OF QUOTE; COMPARISON OF QUOTES**

The Quote shall be furnished on the basis (lump sum or unit price) as indicated on the Quote Form.

##### **14.01 *Unit Price***

- A. Quoters shall submit a Quote on a unit price basis for each item of Work listed in the Quote schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

#### **ARTICLE 15 - SUBMITTAL OF QUOTE**

- 15.01 With each copy of the Quoting Documents, a Quoter is furnished one separate unbound copy each of the Quote Form. The unbound copy of the Quote Form is to be completed and submitted with all attachments listed in Article 7 of the Quote.
- 15.02 A Quote shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Quote and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Quote is submitted), the name and address of Quoter, and shall be accompanied by any other required documents. If a Quote is sent by mail or other delivery system, the sealed envelope containing the Quote shall be enclosed in a separate package plainly marked on the outside with the notation "QUOTE ENCLOSED." Whether using the mail, personal delivery, or some other delivery system, the Quoter is totally responsible for the mail or other delivery system delivering the Quote at the place and prior to that time indicated in the Invitation to Quote. Note that the location for the Quote opening may be a rural location not reliably

covered by the "delivery time guarantee" of various delivery services. A mailed Quote shall be addressed to the Owner at the address specified by the Quoting Notice.

- 15.03 Quotes received after the date and time prescribed for the opening of Quotes, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Quoter unopened.
- 15.04 **Two (2) physical copies of the Quote Form shall be submitted. Alternatively, the quoter may submit an electronic copy of the quote.**
- 15.05 Addresses for submission of quotes are as follows:

**City of Webster City**  
400 Second Street  
Webster City, IA 50595

Attn: Dedra Nedland, Public Works Management Assistant  
Quote Enclosed – 69 kV Transmission Line Relocation

Email: [dnerland@webstercity.com](mailto:dnerland@webstercity.com)

**DGR Engineering**  
1302 South Union Street  
P.O. Box 511  
Rock Rapids, IA 51246

Attn: Dennis Haselhoff, PE  
Quote Enclosed – 69 kV Transmission Line Relocation

Email: [dennis.haselhoff@dgr.com](mailto:dennis.haselhoff@dgr.com) and [andy.koob@dgr.com](mailto:andy.koob@dgr.com)

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF QUOTE**

- 16.01 A Quote may be withdrawn by an appropriate document duly executed in the same manner that a Quote must be executed and delivered to the place where Quotes are to be submitted prior to the date and time for the opening of Quotes. Upon receipt of such notice, the unopened Quote will be returned to the Quoter.
- 16.02 If a Quoter wishes to modify its Quote prior to Quote opening, Quoter must withdraw its initial Quote in the manner specified in Paragraph 16.01 and submit a new Quote prior to the date and time for the opening of Quotes.
- 16.03 If within 24 hours after Quotes are opened any Quoter files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Quote, that Quoter may withdraw its Quote, and the Quote security will be returned. Thereafter, if the Work is reQuote, that Quoter will be disqualified from further Quoting on the Work. This

provision to withdraw a Quote without forfeiting the Quote Security does not apply to Quoter's errors in judgment in preparing the Quote.

## **ARTICLE 17 - SUMMARY OF QUOTES**

- 17.01 An abstract of the amounts of the base Quotes and major alternates, if any, will be made available to Quoters after all quotes have been reviewed by the Owner and Engineer.

## **ARTICLE 18 - QUOTES TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Quotes will remain subject to acceptance for the period of time stated in the Quote Form, but Owner may, in its sole discretion, release any Quote and return the Quote security prior to the end of this period.

## **ARTICLE 19 - EVALUATION OF QUOTES AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Quotes. Owner further reserves the right to reject the Quote of any Quoter whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Quote of any Quoter if Owner believes that it would not be in the best interest of the Project to make an award to that Quoter. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Quoter.
- 19.02 More than one Quote for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Quoter has an interest in more than one Quote for the Work may be cause for disqualification of that Quoter and the rejection of all Quotes in which that Quoter has an interest.
- 19.03 In evaluating Quotes, Owner will consider whether or not the Quotes comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Quote Form or prior to the Notice of Award.
- 19.04 In evaluating Quoters, Owner will consider the qualifications of Quoters and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Quoters, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. If the Contract is to be awarded, Owner will award the Contract to the responsible Quoter whose Quote is in the best interests of the Project.

- 19.06 The Owner will, in evaluating Quotes, consider the requirements of the resident Quoter preference law, and allow such preferences to resident Quoters as are required to be allowed under State Law. Quoter shall, when submitting a Quote, furnish an executed Quoter Status Form for the Owner to use when applying the preference law. Failure to submit a fully completed Quoter Status Form with the Quote may result in the Quote being deemed nonresponsive and rejected.

## **ARTICLE 20 - BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to insurance. When the Successful Quoter delivers the Agreement (executed by Successful Quoter) to Owner, it shall be accompanied by required insurance documentation.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Quoter, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Quoter shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Quoter, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## **ARTICLE 22 - SALES AND USE TAXES**

- 22.01 The unit prices for construction units in this Proposal shall be deemed to include provisions for the payment of all moneys which will be payable by the Quoter or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies, labor, and equipment to be incorporated in the project as part of such construction units. The Quoter shall furnish to the appropriate taxing authorities, all required information and reports pertaining to materials and services used in the construction of the project.

The Contractor shall pay sales and use taxes to the State of Iowa, for all materials incorporated in the work. The Contractor shall, at the conclusion of the project, furnish the Owner with a complete and accurate schedule of all purchases of equipment used in the project, along with the associated taxes paid on this equipment. See SC-7.09.A.1 for additional requirements.

## **ARTICLE 23 - RETAINAGE**

- 23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.



## **ARTICLE 24 - OWNER-FURNISHED MATERIAL**

24.01 The Owner will supply certain materials for the project. The Contractor shall become familiar with the quantity, size, and type of Owner-furnished material, including delivery schedule and conditions.

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

## QUOTE FORM

### ARTICLE 1 – QUOTE RECIPIENT

1.01 This Quote is submitted to:

City of Webster City  
400 Second Street  
Webster City, IA 50595

1.02 This Quote is submitted by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1.03 The undersigned Quoter proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quoting Documents to perform all Work as specified or indicated in the Quoting Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quoting Documents.

### ARTICLE 2 – QUOTER’S ACKNOWLEDGEMENTS

2.01 Quoter accepts all of the terms and conditions of the Instructions to Quoters, including without limitation those dealing with the disposition of Quote security. This Quote will remain subject to acceptance for 30 days after the Quote opening, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

### ARTICLE 3 – QUOTER’S REPRESENTATIONS

3.01 In submitting this Quote, Quoter represents that:

A. Quoter has examined and carefully studied the Quoting Documents, and any data and reference items identified in the Quoting Documents, and hereby acknowledges receipt of the following Addenda:

**Addendum No.**

**Addendum Date**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Quoter has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Quoter is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Quoter has carefully studied, if any are available, all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Quoter has considered the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and any Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs.
- F. Quoter agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price Quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents.
- G. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents.
- H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quoting Documents, and confirms that the written resolution thereof by Engineer is acceptable to Quoter.
- I. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Quote constitutes an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, and that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

## **ARTICLE 4 – QUOTER’S CERTIFICATION**

### **4.01 Quoter certifies that:**

- A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Quoter has not directly or indirectly induced or solicited any other Quoter to submit a false or sham Quote;
- C. Quoter has not solicited or induced any individual or entity to refrain from Quoting; and
- D. Quoter has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the Quoting process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Quoting process to the detriment of Owner, (b) to establish Quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Quoting process or affect the execution of the Contract.

## **ARTICLE 5 – BASIS OF QUOTE**

- 5.01 Quoter will complete the Work in accordance with the Contract Documents for the following price(s):

# QUOTE FORM

## 69 kV TRANSMISSION LINE RELOCATION

### CITY OF WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA

The quote pricing shall be made on a unit basis so that Engineer may specify any combination of construction units deemed necessary. The various construction units included in this quote and upon which quotations are required are defined by symbols and descriptions listed in Section 01 2000 of the Technical Specifications.

Unit	Description	Est # of Units	Unit Price			Extended Price
			Labor	Materials	Labor & Materials	
70(H2)	Wood Pole, Length 70', Class H2 (ea.)	8				
TM-1	69 kV Deadend Assembly, Single Phase (ea.)	3				
TM-2	Single Static Deadend Assembly (ea.)	1				
TM-3	Horizontal Line Post Insulator Assembly, Single (ea.)	3				
TP-69	69 kV Tangent, Horizontal Line Post, 3Ø (ea.)	3				
TS-5GA	69 kV Vertical, Double Deadend, Large Angle, Wood Pole (ea.)	2				
TH-5	69 kV Double Deadend, 3-Pole Structure (ea.)	1				
3/0 ACSR-OF	Phase Conductor, 3/0 ACSR, Pigeon, Owner-Furnished (Mft.)	4.8				
3/0 ACSR-CF	Phase Conductor, 3/0 ACSR, Pigeon, Contractor-Furnished (Mft.)	3				
3/8" HSS-OF	OHGW Conductor, 3/8" HSS, Owner-Furnished (Mft.)	1.6				
3/8" HSS-CF	OHGW Conductor, 3/8" HSS, Contractor-Furnished (Mft.)	1				
D6	Screw Anchor, Triple Helix (ea.)	14				
E3-3	Insulated Down Guy, 3/8" EHS, Single (ea.)	16				
E5	5' Anchor Extension (ea.)	32				
XC-69-(4)	Transfer (4) 69 kV Conductor (ea.)	2				
RP	Remove Pole (ea.)	17				
RC	Remove Conductor (Mft.)	7.6				
RA	Remove Anchor (ea.)	10				
WPG	Wood Pole Ground (ea.)	8				
TC	Traffic Control (lot)	1				
T1	Mobilization (as req'd)	1				

**TOTAL (QUOTE): \$** \_\_\_\_\_



## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Quoter agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Quoter accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS QUOTE**

- 7.01 The following documents are submitted with and made a condition of this Quote:
- A. Required Quote security in the form of \_\_\_\_\_N/A\_\_\_\_\_;
  - B. List of proposed subcontractors
  - C. List of proposed suppliers
  - D. List of project references

## **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Quote with initial capital letters have the meanings stated in the Instructions to Quoters, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 - QUOTE SUBMITTAL

QUOTER: *[Indicate correct name of Quoting entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Quoter is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

\_\_\_\_\_

Quoter's License No.: \_\_\_\_\_

*(where applicable)*

## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

\_\_\_\_\_  
Contractor's Name and Corporate Seal

#### SURETY

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor,
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
  - 16.1. **Claim:** A written statement by the Claimant including at a minimum:
    1. The name of the Claimant;
    2. The name of the person for whom the labor was done, or materials or equipment furnished;
    3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    4. A brief description of the labor, materials, or equipment furnished;
    5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    7. The total amount of previous payments received by the Claimant; and
    8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Webster City, Iowa (“Owner”) and  
\_\_\_\_\_(“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Relocation of approximately 0.4 miles of 69 kV transmission line.**

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

**69 kV Transmission Line Relocation**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by DGR Engineering.
- 3.02 The Owner has retained DGR Engineering (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before **March 14, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 16, 2024**.

#### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Quote, attached hereto as an exhibit.
  - B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Quote. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions.

### ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1<sup>st</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage); and
    - b. 0 percent (with the balance being retainage) of cost of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 7 percent per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. If no such reports have been made available to Contractor, Contractor agrees that none are required from Owner.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.



- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to **A-8**, inclusive).
2. Performance Bond (pages 1 to 2, inclusive).
3. Payment Bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages SC-1 to **SC-7**, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.

Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: 69 kV Transmission Line Relocation.

7. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Quote (pages QF-1 to **QF-6**, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the quoting process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the quoting process or the execution of the Contract to the detriment of Owner, (b) to establish Quote or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

#### 10.06 Multiple Parts; Copies Same as Originals; Electronic and Scanned Signatures Permitted

- A. This Agreement may be executed in multiple parts and in duplicates. Any duplicates of this Agreement shall each be given full effect.
- B. Any photocopies, electronic copies, or scanned copies of this Agreement shall be given full force and effect as the original(s).
- C. Given the distance between the parties and the time-sensitive nature of this Agreement, the parties stipulate that each party and/or their individual representatives may execute this Agreement using an electronic or scanned signature. Such electronic or scanned signatures shall be given full effect by the parties.

#### 10.07 Other Provisions

- A. None.

### **ARTICLE 11 – NOT USED**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

**City of Webster City, Iowa**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

**400 Second Street**

**Webster City, IA 50595**

License No.: \_\_\_\_\_

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

## **Category II**

### **Contract Conditions**

- General Conditions
- Supplementary Conditions



## **General Conditions**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

Copyright © 2013:

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the sponsoring organizations above.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
ARTICLE 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology .....	5
ARTICLE 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents .....	6
2.03 Before Starting Construction .....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.05 Initial Acceptance of Schedules .....	7
2.06 Electronic Transmittals.....	7
ARTICLE 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards .....	8
3.03 Reporting and Resolving Discrepancies .....	8
3.04 Requirements of the Contract Documents .....	9
3.05 Reuse of Documents .....	10
ARTICLE 4 – Commencement and Progress of the Work .....	10
4.01 Commencement of Contract Times; Notice to Proceed .....	10
4.02 Starting the Work.....	10
4.03 Reference Points .....	10
4.04 Progress Schedule .....	10
4.05 Delays in Contractor’s Progress .....	11
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	12
5.01 Availability of Lands .....	12
5.02 Use of Site and Other Areas.....	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions .....	14
5.05 Underground Facilities.....	15
5.06 Hazardous Environmental Conditions at Site .....	17

ARTICLE 6 – Bonds and Insurance.....	19
6.01 Performance, Payment, and Other Bonds .....	19
6.02 Insurance—General Provisions .....	19
6.03 Contractor’s Insurance.....	20
6.04 Owner’s Liability Insurance .....	23
6.05 Property Insurance.....	23
6.06 Waiver of Rights .....	25
6.07 Receipt and Application of Property Insurance Proceeds .....	25
ARTICLE 7 – Contractor’s Responsibilities .....	26
7.01 Supervision and Superintendence .....	26
7.02 Labor; Working Hours .....	26
7.03 Services, Materials, and Equipment.....	26
7.04 “Or Equals” .....	27
7.05 Substitutes .....	28
7.06 Concerning Subcontractors, Suppliers, and Others .....	29
7.07 Patent Fees and Royalties .....	31
7.08 Permits .....	31
7.09 Taxes .....	32
7.10 Laws and Regulations.....	32
7.11 Record Documents.....	32
7.12 Safety and Protection.....	32
7.13 Safety Representative .....	33
7.14 Hazard Communication Programs .....	33
7.15 Emergencies .....	34
7.16 Shop Drawings, Samples, and Other Submittals.....	34
7.17 Contractor’s General Warranty and Guarantee.....	36
7.18 Indemnification .....	37
7.19 Delegation of Professional Design Services .....	37
ARTICLE 8 – Other Work at the Site.....	38
8.01 Other Work .....	38
8.02 Coordination .....	39
8.03 Legal Relationships.....	39
ARTICLE 9 – Owner’s Responsibilities .....	40
9.01 Communications to Contractor.....	40
9.02 Replacement of Engineer .....	40
9.03 Furnish Data .....	40



9.04	Pay When Due.....	40
9.05	Lands and Easements; Reports, Tests, and Drawings .....	40
9.06	Insurance.....	40
9.07	Change Orders.....	40
9.08	Inspections, Tests, and Approvals.....	41
9.09	Limitations on Owner’s Responsibilities .....	41
9.10	Undisclosed Hazardous Environmental Condition.....	41
9.11	Evidence of Financial Arrangements.....	41
9.12	Safety Programs .....	41
ARTICLE 10 – Engineer’s Status During Construction .....		41
10.01	Owner’s Representative.....	41
10.02	Visits to Site.....	41
10.03	Project Representative.....	42
10.04	Rejecting Defective Work.....	42
10.05	Shop Drawings, Change Orders and Payments.....	42
10.06	Determinations for Unit Price Work .....	42
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work .....	42
10.08	Limitations on Engineer’s Authority and Responsibilities.....	42
10.09	Compliance with Safety Program.....	43
ARTICLE 11 – Amending the Contract Documents; Changes in the Work.....		43
11.01	Amending and Supplementing Contract Documents .....	43
11.02	Owner-Authorized Changes in the Work .....	44
11.03	Unauthorized Changes in the Work.....	44
11.04	Change of Contract Price .....	44
11.05	Change of Contract Times .....	45
11.06	Change Proposals .....	45
11.07	Execution of Change Orders.....	46
11.08	Notification to Surety.....	47
ARTICLE 12 – Claims .....		47
12.01	Claims .....	47
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work .....		48
13.01	Cost of the Work .....	48
13.02	Allowances .....	50
13.03	Unit Price Work .....	51

ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work ....	52
14.01 Access to Work.....	52
14.02 Tests, Inspections, and Approvals.....	52
14.03 Defective Work.....	53
14.04 Acceptance of Defective Work.....	53
14.05 Uncovering Work .....	53
14.06 Owner May Stop the Work .....	54
14.07 Owner May Correct Defective Work.....	54
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period .....	55
15.01 Progress Payments.....	55
15.02 Contractor’s Warranty of Title .....	58
15.03 Substantial Completion .....	58
15.04 Partial Use or Occupancy .....	59
15.05 Final Inspection .....	59
15.06 Final Payment.....	59
15.07 Waiver of Claims .....	61
15.08 Correction Period .....	61
ARTICLE 16 – Suspension of Work and Termination .....	62
16.01 Owner May Suspend Work .....	62
16.02 Owner May Terminate for Cause.....	62
16.03 Owner May Terminate For Convenience .....	63
16.04 Contractor May Stop Work or Terminate .....	63
ARTICLE 17 – Final Resolution of Disputes .....	64
17.01 Methods and Procedures.....	64
ARTICLE 18 – Miscellaneous .....	64
18.01 Giving Notice .....	64
18.02 Computation of Times.....	64
18.03 Cumulative Remedies .....	64
18.04 Limitation of Damages .....	65
18.05 No Waiver .....	65
18.06 Survival of Obligations .....	65
18.07 Controlling Law .....	65
18.08 Headings.....	65

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.



37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment

into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### **ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### **3.02 *Reference Standards***

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### **3.03 *Reporting and Resolving Discrepancies***

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,



error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If

Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

**3.05    *Reuse of Documents***

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

**4.01    *Commencement of Contract Times; Notice to Proceed***

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

**4.02    *Starting the Work***

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

**4.03    *Reference Points***

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

**4.04    *Progress Schedule***

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas:***

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable,

brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.



#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

## 5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous

Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.



## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or

any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.



4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

### **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

#### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be

evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and



- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.



## 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

## 7.16 *Shop Drawings, Samples, and Other Submittals*

### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

### 2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.

- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.



## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means,

methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the



completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12 – CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing



Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.



- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include

but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### **15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.



- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record

documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions

above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and

damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for



expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **18.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **Supplementary Conditions**

## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the **Standard General Conditions of the Construction Contract, EJCDC No. C-700 (2013 Edition)**. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

**SC-1.01.A.8.** Add the following language to the end of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is bound in the Miscellaneous Forms section.

**SC-1.01.A.40.** Add the following new subparagraph to the end of Paragraph 1.01.A.40:

- a. Substantial Completion shall include, but not be limited to, installation, testing, and initial cleanup. Final Acceptance will not be made until the entire project has been completed including final cleanup.

**SC-4.01.A.** Delete Paragraph 4.01.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement.

**SC-5.03.** Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

**SC-5.05.** Delete Paragraph 5.05 in its entirety including subparagraphs and insert the following in its place:

- 5.05. The location of the Underground Facilities is not shown on the Drawings. The cost of all of the following will be included in the Contract price and Contractor shall have full responsibility for: (i) reviewing and checking all available information and data, (ii) locating all Underground Facilities affected by construction, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in Paragraph 7.12 and repairing any damage thereto resulting from the Work.

**SC-5.06.** Delete Paragraph 5.06.A in its entirety including subparagraphs and insert the following in its place:

- A. Engineer or Engineer's Consultants obtained, used or reviewed no specific information regarding Hazardous Environmental Conditions at the site.

**SC – 6.03.I.3** Replace the number “10” with the number “30”, in reference to the number of days notice to the Owner prior to cancellation of the insurance policies.

**SC-6.03.** Add the following new paragraphs immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

- |    |  |            |
|----|--|------------|
| a. | State:                                     | Statutory  |
| b. | Applicable Federal (e.g., Longshoreman's): | Statutory  |
| c. | Employer's Liability:                      |            |
|    | Bodily injury, each accident               | \$ 500,000 |
|    | Bodily injury by disease, each employee    | \$ 500,000 |
|    | Bodily injury/disease aggregate            | \$ 500,000 |

The Workers' Compensation policy shall include a waiver of subrogation clause in favor of the Owner.

2. Contractor's General Liability under Paragraphs 6.03.B through 6.03.C of the General Conditions.

- |    |   |              |
|----|---|--------------|
| a. | General Aggregate   | \$ 2,000,000 |
| b. | Products - Completed Operations Aggregate   | \$ 2,000,000 |
| c. | Personal and Advertising Injury   | \$ 1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage)   | \$ 1,000,000 |
| e. | If applicable to the project, Contractor shall maintain a separate Certificate of Insurance on behalf of the applicable railroad authority, as named insured. Insurance limits will be based on the requirements set forth by the applicable railroad authority. Said coverage(s) shall |              |



be in effect whenever Work on this project is underway within the Railroad right-of-way.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

a. Combined Single  
Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

a. Per Occurrence \$ 5,000,000

b. General Aggregate \$ 5,000,000

5. The following shall be included as additional insureds and certificate holders in addition to any other individuals or entities identified in the contract documents.

Engineer:

DeWild Grant Reckert and Associates Company d/b/a DGR Engineering  
1302 South Union Street  
Rock Rapids, Iowa, 51246

Owner:

City of Webster City/Municipal Utilities  
400 Second Street  
Webster City, IA 50595

L. The following clauses shall be added to all liability coverages:

- a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

M. Subrogation, To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver

shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.

**SC-6.05.A.** Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

A. Contractor shall provide and maintain installation floater insurance for property and labor under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment along with labor that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site; and
4. labor and installation.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, equipment, and labor that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

See Section 01 6400 for the value of Owner-furnished materials to be included as part of this policy. The value of the Installation Floater policy shall be equal to the amount of Owner-Furnished Materials plus the total value of the Contractor quote price.

**SC-7.02.** Add the following new paragraphs immediately after Paragraph 7.02.B:

- C. It shall be specifically understood that any work relating to this contract shall not be performed on Sunday unless an emergency arises, and special permission is given by the Owner.
- D. Work will be permitted on Saturday; however, work shall be limited to cleanup and items that do not require Owner supervision. Involvement of the Owner's personnel will not be allowed. Saturday work must be approved by the Owner.
- E. Work will be permitted between the hours of 8:00 AM and 5:00 PM only.

**SC-7.06.** Add the following new paragraphs immediately after Paragraph 7.06.O:

- P. The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

**SC-7.09.** Add the following new subparagraph to the end of Paragraph 7.09.A:

- 1 CONTRACTOR shall pay all sales, use and excise taxes, and such taxes shall be incidental to the Work and included in the Contract Prices.

**SC-9.11.** Add the following new paragraph immediately after Paragraph 9.11.A:

- B. On request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

**SC-10.03.** Add the following new paragraph immediately after Paragraph 10.03.A:

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. The authority and responsibilities of the Resident Project Representative (RPR) will be as defined and described at the Preconstruction Conference (paragraph 2.04).

**SC-13.03.E.** Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
  - 1. if the Quote price of a particular item of Unit Price Work amounts to 20, percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - 2. if there is no corresponding adjustment with respect to any other item of Work; and
  - 3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

**SC-15.01.B.3.** Add the following language at the end of Paragraph 15.01.B.3.:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

**SC-15.01.D.1.** Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due ten days after the Application for Payment is approved by the Owner, and when due will be paid by Owner to Contractor.

**SC-15.08.F.** Add the following subparagraph to paragraph 15.08:

- F. Contractor shall provide a correction period (warranty) of 2 years from date of substantial completion for the following items:
  1. All materials and workmanship (all work).

**SC-17.01.** Add the following subparagraphs to Paragraph 17.01.B.3:

- C. If Owner or Contractor have a disputed matter per Paragraph 17.01.A, the following process shall apply:
  1. Within 30 days of the submittal of such claim, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
  2. If the negotiations contemplated by Paragraph SC-17.01.C.1 are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC 17.01.C.1 shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.
  3. If the Claim is not resolved by negotiation, Engineer's decision regarding Change Proposals or other requests for decisions shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor:
    - a. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
    - b. agrees with the other party to submit the Claim to another dispute resolution process.
  4. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC 17.01.C.3.a shall commence an action on the Claim

within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

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



## **Category III**

### **Technical Specifications**

- Division 01 – General Requirements
- Division 33 – Utilities

**Division 01**  
**General Requirements**

## SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section presents a summary of the intended Work and the Contractor's duties and use of premises relating to the Owner's transmission line construction project.
- C. Site Locations:
  - 1. The project is located in Webster City, Iowa. See the Drawings for more detail.

#### 1.02 AWARD OF CONTRACTS:

- A. One contract will be awarded for the entire project.

#### 1.03 CONTRACTORS' DUTIES:

- A. Except as specifically noted, provide and pay:
  - 1. Labor, materials and equipment.
  - 2. Tools, construction equipment and machinery.
  - 3. Water, heat and utilities required for construction.
  - 4. Other facilities and services necessary for proper execution and completion of Work.
  - 5. All applicable taxes and fees including sales and use taxes.
- B. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of quotes:
  - 1. Permits, including building permits.
  - 2. Government fees.
  - 3. Licenses.
- C. Give required notices.

- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that relate to performance of Work.
  - 1. Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements.
  - 2. Assume responsibility for Work known to be contrary to legal requirements if notice is not submitted.
  - 3. Necessary changes to the Contract Documents will be accomplished by Change Order if the Contract price or completion time is affected.
- E. Enforce strict discipline and good order among employees. Do not employ on Work:
  - 1. Unfit persons.
  - 2. Persons not skilled in assigned task.

1.04 CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load any structures with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products that interfere with operations of Owner or other Contractor.
- F. Obtain and pay for use of additional storage or work areas needed for operations.

1.05 ITEMS BY OTHERS:

- A. Related items include those in the Drawings or elsewhere specified as “By Others” or “By Owner”. Specific items are as follows:
  - 1. Switching to de-energize and re-energize the transmission line as required: Completed by the Owner and/or Corn Belt Power Cooperative.

1.06 RIGHT-OF-WAY/EASEMENTS:

- A. All easements and rights-of-way necessary for the construction of the Project have been or will be obtained by the Owner in such a manner that the construction of the Project may rapidly progress.
- B. The Contractor shall restore the public and private properties to their original condition. Any damages to the public and private rights-of-ways will be at the Contractor’s expense. See Part 3.01 (Property Damages) in Section 01 4500 for more detail.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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



## PRICE AND PAYMENT PROCEDURES

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section presents the Price and Payment Procedures that will be utilized for the project.

#### 1.02 UNIT PRICES:

- A. The proposal is to be made on a unit basis so that the Engineer may specify any combination of construction units that he/she may deem necessary.
- B. The various construction units that are included in this quote and upon which quotations are required are defined by symbols and descriptions set forth in this part.
- C. Separate assembly units are designed for each different arrangement that may be used in the construction of the project. The proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding construction drawings or as spelled out herein.
- D. The quote prices stated in the proposal shall include all labor, materials, freight, drayage, loading, protection from weather, fabrication, and installation to assure the Owner that the equipment will operate as specified.

#### 1.03 MEASUREMENT:

- A. Measurement for work completed is to be made on a monthly basis or as deemed necessary by the Engineer.
  - 1. All items will be computed in the units of the Quote Form.
    - a. Periodic payments for lump sum items will be on an estimated percentage of completion basis.
- B. The Contractor shall participate in the measurement of completed Work unless agreed otherwise.
  - 1. Specific differences are to be resolved at the time of measurement.
  - 2. Unresolved differences shall be directed to the Engineer.

1.04 PAYMENT:

- A. All Work required to complete construction shall be deemed to be included in the unit price or lump sum price items listed in the Contractor's Quote Form.
- B. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.
- C. Payment will be for installed units only.

1.05 PAYMENTS TO BE WITHHELD:

- A. Applicable retainage, as defined in the Contract Conditions, shall apply to all payments due the Contractor including payment for stored material.
- B. Amounts equal to maximum potential liquidated damages may be withheld from payments due Contractor when Work is not completed within the specified time. Such amounts shall be in addition to other payments withheld.
- C. Payments withheld will be paid as follows:
  - 1. Normal retainage will be paid as required by the General Conditions.
  - 2. Potential liquidated damages withheld will be retained until final resolution of Liquidated Damages is made by the Owner.

1.06 UNIT PRICES:

- A. Payment items shall be as listed on the Quote Form. Measurement of completed work shall be the number of units installed for each unit price item and percentage of completion of the entire item for each lump sum item. (No separate payment will be made for mobilization, engineering, or related project initiation expenses, unless specifically identified as a quote unit.) Payment will be at respective unit or lump sum prices as per the Quote Form.
- B. Unit and lump sum prices as listed on the Quote Form shall be the full payment for each item as described by the applicable sections of the Technical Specifications and the Drawings.

C. The Description of Assembly Units are as follows:

1. Wood Poles (No Drawing): Consists of loading, offloading, transporting, sorting, moving, hauling, and installing one Owner furnished wood pole in place. Unit includes digging, pumping, filling, and tamping selected backfill gravel, and field drilling to install the pole. It does not include pole top assembly unit or other parts attached to the pole. The first two digits indicate the length of the pole; the third and fourth digits shows the classification per ASA standard (example: 70-1 means pole 70 feet long, class 1).

AA (B)            Wood Pole, Length AA', Class B (ea.)  
[“AA” represents the pole height and “B” the pole class.]

2. Transmission Pole Top Assemblies (Drawings): Consists of removing existing equipment from existing poles, drilling new holes for reframing, installing the pole top assemblies, attachments, crossarms, braces, hardware, brackets, insulators, extension links, connectors, jumpers, clamps, deadend tees, etc. required to support and deadend the primary and overhead shield conductors. Unit(s) also include installation of the ground conductor, pole down ground, ground conduit, and grounding attachments as shown on the drawings. These units do not include the pole. Units to be installed on proposed structures are as follows:

TM-1            69 kV Deadend Assembly, Single Phase (ea.)

TM-2            Single Static Deadend Assembly (ea.)

TM-3            Horizontal Line Post Insulator Assembly, Single (ea.)

TP-69           69 kV Tangent, Horizontal Line Post, 3Ø (ea.)

TS-5GA        69 kV Vertical, Double Deadend, Large Angle, Wood Pole (ea.)

TH-5           69 kV Double Deadend, 3-Pole Structure (ea.)

3. Conductor Assemblies (No Drawing): Consists of furnishing equipment, labor, and materials to install one thousand feet of Owner furnished phase conductor or shield wire. Unit includes moving, hauling, stringing, tensioning, and installing of splices, connectors, clamps, and ties. Also included in this unit is supplying temporary guard structures, and insulating blankets, etc. as required. **The length of the conductor unit payment shall be determined by the span length as measured on the plan and profile stationing at time of construction. Contractor shall include additional footage for sag, jumpers, storage loops, etc.**

A separate unit is for the Contractor to furnish phase conductor if the existing conductor that is being reused is not of sufficient length.

The units represent each type of conductor or wire. Specific units are as follows:

3/0 ACSR-OF Phase Conductor, 3/0 ACSR, Pigeon, Owner-furnished (Mft.)

3/0 ACSR-CF Phase Conductor, 3/0 ACSR, Pigeon, Contractor-furnished (Mft.)

3/8" HSS-OF Shield Wire, 3/8", HSS, Owner-furnished (Mft.)

3/8" HSS-CF Shield Wire, 3/8", HSS, Contractor-furnished (Mft.)

4. Guy and Anchor Assembly Units (Drawing): Consists of furnishing and installing the guy, anchor, rod, guy guard, extension rods, eye assembly and associated connection hardware, including but not exclusively to guy wire, deadend tees, guy insulators, clevises, shackles, bonding to down ground and guy insulator, where necessary. Specific units are as follows:

D6 Screw Anchor, Triple Helix (ea.)

E3-3 Insulated Down Guy, 3/8" EHS, Single (ea.)

E5 5' Anchor Extension (ea.)

5. Transfer Construction Units (No Drawing):

XC-69-(4) Transfer (4) 69 kV Conductors: Includes all necessary labor, material, equipment, and work required to remove and re-install phase and static conductors from an existing structure to a new structure. Number in parenthesis indicates the number of total phase and static conductors. (ea.)

6. Removal Construction Units (No Drawing):

The removed materials will become property of the Contractor.

RP Remove Pole & Pole Top Assembly: Includes all necessary labor and work required to remove all equipment and assemblies from a pole, remove pole(s), and fill the pole hole(s). (ea.)

RC Remove Conductor: Includes all necessary labor and work to remove 1,000 feet of existing overhead phase conductor or shield wire and roll up on reels for reuse. (Mft.)

RA Remove Anchor: Includes all necessary labor and work required to remove a down guy anchor and all associated equipment and hardware from a pole. (ea.)

7. Miscellaneous Construction Units (Drawing, unless noted):

WPG Wood Pole Ground: Includes furnishing and installing the pole ground and associated hardware as shown on drawings. (ea.)

TC Traffic Control: This item includes furnishing, installing, maintaining, relocating, and subsequently removing traffic control devices, including flagpersons. (No Drawing) (as req'd)

T1 Mobilization: This item shall consist of preparatory work and operations, including but not limited to the necessary movement of personnel, equipment, traffic control, and incidentals to the project site; for the establishment of offices, buildings and other facilities necessary for work on the projects; and for work and operations which must be performed, and for cost incurred before starting work on the various contract times on the project site. When an item for Mobilization is included in the proposal, payment will be made at the contract unit lump sum price and be considered full compensation for costs incidental thereto for all construction seasons. Unit to be paid when work on construction site for applicable line section commences. (No Drawing) (as req'd.)

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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



## PROJECT MANAGEMENT AND COORDINATION

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the Contractor's project management and coordination responsibilities.

#### 1.02 PROJECT MANAGEMENT AND COORDINATION:

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. Any Contractor or subcontractor working on a specific portion of the project shall so schedule and conduct his work as not to impede unnecessarily any work being done by others on or adjacent to his work.
- C. The Contractor shall be aware that this project will require a high-level of coordination and scheduling with the Owner, Engineer, and material suppliers.
- D. The Contractor shall have a construction foreman on site at all times during construction, including when subcontractors are working at the site.

#### 1.03 INTERFERENCE WITH SYSTEM OPERATION:

- A. All work by the Contractor in connection with this contract shall be planned with the consent of the Owner and the Engineer, and shall not in any way interfere with electric service other than specified herein unless consent is given by authorized representatives of the Owner.

#### 1.04 WEEKEND WORK:

- A. See Supplementary Conditions section.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION – Not Applicable.

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

## PROJECT MEETINGS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the intended project meetings required of the Contractor.

#### 1.02 PAYMENT:

- A. Project meetings are considered incidental Work with no separate measurement and payment to be made.

### PART 2 - PRODUCTS – Not Applicable.

### PART 3 - EXECUTION

#### 3.01 GENERAL:

- A. Project meetings shall be coordinated among the respective Contractors, Owner, and Engineer.
- B. The individual requesting the meeting shall contact those to be in attendance in writing providing the following:
  - 1. Purpose of meeting.
  - 2. Date, time and place.
  - 3. Names of others to be in attendance.
  - 4. Additional information as necessary.

#### 3.02 SCHEDULE:

- A. A preconstruction conference will be scheduled by the Engineer to review the following:
  - 1. Contract-Legal Documents and Specifications.
  - 2. Drawings.

3. General construction requirements.
  4. Coordination of different contractors.
  5. Pay request procedure.
  6. Shop drawing submittal.
  7. Project observation and inspection.
  8. Coordination with affected agencies and utility companies.
- B. Progress meetings shall be scheduled and held as the need arises throughout the Work.

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

## CONSTRUCTION SCHEDULE

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the Contractor's project management and coordination responsibilities.

#### 1.02 CONSTRUCTION SCHEDULE:

- A. Prepare a horizontal bar-chart-type, construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. As Work progresses, mark each bar to indicate actual completion.
  - 1. Submit within 20 days after the notification of award of contract.
  - 2. Prepare the schedule on reproducible media, of width sufficient to show data for the entire construction period.
  - 3. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
  - 4. Indicate Substantial Completion and allow time for Engineer's procedures necessary for certifying Substantial Completion.
  - 5. Schedule Distribution: Distribute copies to Owner, Engineer, subcontractors, and parties required to comply with dates.
  - 6. Updating: Revise the schedule after each meeting or activity where revisions have been made.
- B. The following is a list of the required timeframes for this project. The dates marked with an asterisk are critical in nature and are subject to the liquidated damages clause of the Contract.

<u>Task</u>	<u>Required Completion Date</u>
Quote Dues	November 9, 2023
Contract Award	November 20, 2023 (Assumed)
Construction Start Date	December 11, 2023 (Assumed)

Construction Completed March 14, 2024 \* (Substantial Completion)

Ready for Final Payment April 16, 2024 \*

\* Liquidated damages apply to these dates for this Contractor.

C. Any outages on the substation are to be coordinated with the City of Webster City.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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



## PROJECT RECORD DOCUMENTS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the Contractor's responsibilities regarding the assembly and maintenance of project records.

#### 1.02 PAYMENT:

- A. Project record documents are considered incidental Work with no separate measurement or payment to be made.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION

#### 3.01 GENERAL:

- A. Maintain at office one copy of:
  - 1. Contract-Legal Documents and Specifications.
  - 2. Addenda.
  - 3. Drawings.
  - 4. Staking sheets.
  - 5. Construction schedules and progress reports.
  - 6. Minutes of preconstruction conference and other construction meetings.
  - 7. Shop Drawings.
  - 8. Change Orders.
  - 9. Field Orders.
  - 10. Test reports.

- B. File documents in an orderly, readily accessible manner.

3.02 RECORDING:

- A. Legibly mark documents to record location of other facilities and changes made by Change Order or Field Order.
- B. Keep project records current.

3.03 SUBMITTAL:

- A. At completion of construction, the Drawings indicating 'as-constructed' and buried facility information shall be delivered to the Engineer.
- B. With completion of record Drawings, the Contractor's Drawings will be returned.

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

## SUBMITTAL PROCEDURES

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the submittal procedures the Contractor shall follow for the project.

#### 1.02 SHOP DRAWINGS, PROJECT DATA AND SAMPLES:

- A. SHOP DRAWINGS: Original drawings, prepared by Contractor, subcontractor, supplier or distributor, which illustrate some portion of the Work; showing fabrication, layout, setting or erection details.
  - 1. Prepared by a qualified detailer.
  - 2. Identify details by reference to specification section or detail number from the Drawings.
  - 3. Minimum sheet size: 8-1/2" x 11".
  - 4. Maximum sheet size: 11" x 17".
- B. PROJECT DATA:
  - 1. Manufacturer's standard schematic drawings:
    - a. Modify drawing to delete information that is not applicable to the Work.
    - b. Supplement standard information to provide additional information applicable to the Work.
  - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
    - a. Clearly mark each copy to identify pertinent materials, products or models.
    - b. Show dimensions and clearances required.
    - c. Show performance characteristics and capacities.

- d. Show wiring diagrams and controls.

C. CONTRACTOR RESPONSIBILITIES:

1. Review Shop Drawings, Project Data and Samples prior to submission to Engineer for review.
2. Verify:
  - a. Performance criteria.
  - b. Field measurements and field construction criteria.
  - c. Catalog numbers and similar data.
3. Coordinate the timing of each submittal with requirements of the Work.
4. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
5. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
6. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals, unless Engineer gives written acceptance of specific deviations.
7. Begin no work that requires submittals until return of submittals with Engineer's stamp and initials or signature indicating review.
8. After Engineer's review, distribute copies.

D. SUBMISSION REQUIREMENTS:

1. Schedule submissions at least fourteen (14) days before date reviewed submittals will be needed.
2. Accompany submittals with transmittal letter or email containing:
  - a. Date.
  - b. Project title and number.
  - c. Contractor's name and address.
  - d. An electronic .pdf file of each shop drawing.

- e. Notification of deviations from Contract Legal Documents, Specifications and Drawings.

3. Submittals shall include:

- a. Date and revision dates.
- b. The names of:
  - (1) Subcontractor.
  - (2) Supplier.
  - (3) Manufacturer.
  - (4) Separate detailer when pertinent.
- c. Identification of product or material.
- d. Relation to adjacent structure or materials.
- e. Field dimensions, clearly identified as such.
- f. Specification section number.
- g. Applicable standards, such as ASTM number or Federal Specification.
- h. A statement signed by the Contractor that the submittal has been reviewed and meets the requirements except as noted.

E. ENGINEER'S DUTIES:

- 1. Review and return within fourteen (14) days of receipt.
- 2. Review of separate item does not constitute review of an assembly in which item functions.
- 3. Affix stamp and initials or signature certifying review of submittal noting one of the following:
  - a. No exception taken.
  - b. Make corrections noted – No resubmittal required.
  - c. Revise and resubmit.
  - d. Submit specified item.



- e. Rejected.
- 4. Return submittals to Contractor.
- F. RESUBMISSION REQUIREMENTS:
  - 1. Shop Drawings:
    - a. Revise initial drawings as required and resubmit as specified for initial submittal.
    - b. Indicate on drawings any changes which have been made other than those requested by Engineer.
- G. DISTRIBUTION OF SUBMITTALS AFTER REVIEW:
  - 1. Contractor shall distribute reviewed copies of Shop Drawings and Project Data that carries the Engineer's stamp, to:
    - a. Contractor's file.
    - b. Job site file.
    - c. Supplier, as appropriate.
  - 2. Engineer will distribute reviewed copies of Shop Drawings and Project Data to:
    - a. Engineer's file.
    - b. Resident Project Representative, if applicable.
    - c. Owner.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

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

## SAFETY REQUIREMENTS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. The Contractor shall be responsible for maintaining and enforcing their own safety program and procedures.

#### 1.02 OCCUPATIONAL SAFETY AND HEALTH STANDARDS:

- A. The Contractor shall be responsible for the proper application of the Occupational Safety and Health Standards (OSHS) with regard to construction of the project. The Owner will not be responsible for enforcing any part of the OSHS with respect to the Contractor's equipment or labor practices.

#### 1.03 WORK ON OR NEAR ENERGIZED LINES:

- A. Work is anticipated near or adjacent to energized underground distribution lines. The Contractor shall be responsible for providing expertise and experience necessary for working near these energized lines. All extra costs associated with working adjacent to energized lines shall be included in the construction units and assemblies of the project.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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

## APPLICABLE CODES AND STANDARDS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the Contractor's responsibilities to adhere to applicable codes and standards.

#### 1.02 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

#### 1.03 CODES AND STANDARDS:

- A. Design and workmanship of installation and material shall be judged by tests and requirements set forth in the latest revisions of the following codes and standards:
  - 1. American Society for Testing Materials (ASTM).
  - 2. American National Standards Institute (ANSI).
  - 3. American Institute of Steel Construction (AISC).
  - 4. American Concrete Institute (ACI)
  - 5. National Electrical Manufacturer's Association (NEMA).
  - 6. National Electrical Code (NEC).
  - 7. National Electric Safety Code (NESC).
  - 8. Uniform Building Code (UBC).
  - 9. Insulated Cable Engineers Association (ICEA).
  - 10. Institute of Electronic and Electrical Engineers (IEEE).
- B. Where these specifications specifically reference codes or standards and make changes or interpretations of codes or standards, the unchanged provisions of said codes or standards shall remain in effect.

- C. Where these specifications provide more stringent requirements than referenced standards, the specifications shall prevail.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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

## PERMITS, LAWS AND ORDINANCES

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the Contractor's responsibilities pertaining to permits, laws and ordinances.

#### 1.02 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION

#### 3.01 GENERAL:

- A. The Contractor shall comply with all Federal, State, County and local laws, ordinances and rules and regulations relating to the performance of the Work.

#### 3.02 PERMITS/APPROVALS:

- A. The Contractor shall, at his expense, procure all permits, certificates, and licenses required of him by law for the execution of his Work.

#### 3.03 TRAFFIC CONTROL:

- A. Barricades, signs, flashing lights and flares shall be properly placed adjacent to all excavations which are subject to pedestrian and vehicular traffic. The Contractor shall furnish and be responsible for the proper placement and operation of the above devices.
- B. Where performing work near or in State, City, County, or railroad right-of-ways, the Contractor shall conform to that particular entity's traffic control and notification requirements.
- C. Contractor shall coordinate traffic control requirements with the Minnesota Department of Transportation office.

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



## QUALITY CONTROL

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the quality control items pertaining to the project.

#### 1.02 QUALITY CONTROL:

- A. Quality-control services include inspection, tests, and related actions including reports, performed by Contractor, by independent agencies, and by governing authorities.
- B. Contractor shall employ and pay a qualified independent testing agency to perform tests and inspections specified in other Sections, and those required by authorities having jurisdiction.
  - 1. Contractor is responsible for scheduling inspections and tests.
- C. Retesting: Contractor shall pay for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary serves as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities to assist inspections and tests.
  - 3. Adequate quantities of samples of materials that require testing and assisting in taking samples.
  - 4. Facilities for storage and curing of test samples.
- E. Duties of Testing Agency: Testing agency shall cooperate with Engineer and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
  - 1. Agency shall notify Engineer and Contractor of irregularities or deficiencies observed in the Work during performance of its services.

2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
  3. Agency shall not perform duties of Contractor.
- F. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:
1. Owner.
  2. Engineer.
  3. Contractor.
  4. Authorities having jurisdiction, when authorities so direct.
- G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making the inspection or test.
  6. Designation of the Work and test method.
  7. Identification of product.
  8. Complete inspection or test data.
  9. Test results and an interpretation of test results.
  10. Ambient conditions at the time of sample taking and testing.
  11. Comments or professional opinion on whether inspected or tested Work complies with requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting or reinspection.
- H. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of

Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

## PART 2 – PRODUCTS – Not Applicable.

## PART 3 – EXECUTION

### 3.01 PROPERTY DAMAGES:

- A. The Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to lawns, gardens, crops, orchards, or property and shall endeavor to avoid marring the lands. All fences and facilities that are damaged shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. **The Contractor shall be responsible for all loss of or damage to any property, including crop or lawn damages, whether on or off the right-of-way caused by his operations during the construction of the project.**
- B. **If private right-of-way, outside the Owner's acquired/existing easements or public right-of-way, is required by the Contractor, that right-of-way shall be negotiated, purchased, and subsequent damages paid by the Contractor. Any time the Contractor accesses the private right-of-way (whether an existing easement or one obtained by the Contractor), the Contractor will be required to furnish the Owner with a written release signed by the property owner and/or tenant indicating that all damages caused by the Contractor have been settled. The written release form is included in the Miscellaneous Forms section.**
- C. The Contractor shall be responsible for all damage to any existing city, state, county, or private streets, roads, parks, or other property by reason of its operation, or those of its subcontractors. The Contractor shall take all necessary precautions to avoid damages to all roads and comply with all load limits. The Contractor shall repair all roads damaged by their crews in a timely fashion.

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

## TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the temporary facilities and controls the Contractor needs to adhere to for the project.

#### 1.02 SECTION REQUIREMENTS:

- A. At the earliest possible time, change over from use of temporary utility services to use of permanent utilities.
- B. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

#### 1.03 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

### PART 2 – PRODUCTS

#### 2.01 MATERIALS AND EQUIPMENT:

- A. Provide new materials and equipment for construction of temporary facilities and controls.

### PART 3 – EXECUTION

#### 3.01 TEMPORARY UTILITIES:

- A. Provide temporary utilities such as electric power and telephone service(s) to project site for use during construction. Arrange for and coordinate service(s) with local utility companies.
  - 1. Contractor shall pay all use charges for temporary utilities.
- B. Provide temporary heat for curing or drying of work, and for protection of new construction from adverse effects of low temperatures. Proper safety controls and

devices shall be on all temporary heating and ventilation equipment used. Use of gasoline-burning heaters and open-flame heaters is not permitted.

- C. Provide temporary sanitary facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities. Temporary toilet facilities shall be removed from the site when no longer necessary.

### 3.02 TEMPORARY CONSTRUCTION FACILITIES:

- A. Provide and maintain field offices, storage trailers, and other support facilities near the project site.
  - 1. Temporary facilities located within the construction area or within 30 feet (9 m) of building lines shall be of noncombustible construction.
- B. Provide temporary enclosures for protection of construction and workers from exposure and inclement weather and for containment of heat.
- C. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.
- D. Collect waste daily and dispose of waste off-site according with local ordinances when containers are full.
  - 1. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material according to applicable laws and regulations.
- E. Material Storage:
  - 1. The Contractor shall be fully responsible to provide adequate storage for materials that must be housed against weather exposure during entire construction. Materials which may suffer any type of deterioration or damage due to weather exposure shall be covered and/or housed. Housing and protection shall be approved by the Owner or Engineer. The responsible Contractor shall pay for and/or replace any damaged materials caused by their negligence or failure to provide proper protection.
  - 2. The Contractor will be responsible for providing storage and laydown yard locations for the project. It will be the responsibility of the Contractor to secure their materials at these sites, along with restoring them to their original site conditions after all of their equipment is removed.

### 3.03 TEMPORARY CONTROLS:

- A. Provide temporary barricades, warning signs, and lights to protect the public and construction personnel from construction hazards.



1. Enclose construction area(s) with fence(s) with lockable entrance gates, to prevent unauthorized access.
  2. General Contractor shall build and maintain all such provisions to fully comply with all state and local safety requirements and fully protect the public and all workmen throughout the entire construction. Walkways are to be kept well-maintained, well-lit, free from ice and snow, and reasonably clean at all times.
  3. Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.
  4. All open trenches and other excavations shall be protected with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.
- B. Provide temporary environmental controls as required by authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.

3.04 SITE COMMUNICATIONS:

- A. The construction foreman shall be equipped with a cellular phone permitting on-site communications during all times of the construction activity, 24-hours per day.

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

## PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the product requirements for the project.

#### 1.02 SECTION REQUIREMENTS:

- A. To fullest extent possible, provide products, materials, and equipment of same kind from a single source.
- B. Equipment manufactured within the continental limits of the United States shall be encouraged.
- C. Deliver, store, and handle products, materials, and equipment according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
  - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
  - 3. Inspect to ensure compliance with the Contract Documents and to ensure items are undamaged and properly protected.
  - 4. Store heavy items in a manner that will not endanger supporting construction.
  - 5. Store items subject to damage aboveground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.

### PART 2 – PRODUCTS

#### 2.01 PRODUCT OPTIONS:

- A. Provide items that comply with the Contract Documents, are undamaged, and are new at the time of installation.

- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products, materials, and equipment as follows:
  - 1. Where these Specifications name only a single product, equipment, or manufacturer, provide the item indicated. No substitutions will be permitted.
  - 2. Where these Specifications name 2 or more products, equipment or manufacturers, provide 1 of the items indicated. No substitutions will be permitted.
  - 3. Where products or equipment are specified by name, accompanied by the term "or equal," comply with provisions concerning "substitutions" to obtain approval for use of an unnamed product or equipment.
  - 4. Where these Specifications describe a product, material, or equipment, listing characteristics required, provide an item that provides the characteristics and complies with requirements.
  - 5. Where these Specifications require compliance with performance requirements, provide products, materials, or equipment that comply and are recommended in writing by the manufacturer for the application.
- D. Unless otherwise indicated, Owner will select color, pattern, and texture of any product, material, or equipment from manufacturer's full range of options.

## 2.02 PRODUCT SUBSTITUTIONS:

- A. Submit four copies of each request for product substitution. Identify product to be replaced, provide complete documentation showing compliance of proposed substitution with all specified requirements, and include the following:
  - 1. A full comparison with the specified product.
  - 2. A list of changes to other Work required to accommodate the substitution.
  - 3. Any proposed changes in the Contract Sum or Contract Time should the substitution be accepted.
- B. Engineer will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 3 – EXECUTION: – Not Applicable.

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

## OWNER-FURNISHED PRODUCTS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the products that will be furnished by the Owner and installed by the Contractor.

#### 1.02 OWNER-FURNISHED MATERIAL:

- A. An installation floater shall be secured by the Contractor to cover the Owner-furnished material that will be handled, worked within or on, and/or installed by the Contractor. The following values shall be used in obtaining Installation Floater insurance coverage for these materials. These prices shall not be included in the unit prices submitted in the Bid.

<u>Owner-Furnished Item</u>	<u>Total Cost</u>
Poles, Insulators, Conductor	<u>\$ 40,000</u>
<b>Total</b>	<b>\$ 40,000</b>

- B. The Contractor recognizes that substantial value is being placed in his responsibility and shall do all that is necessary to safeguard the Owner's material.
- C. The Owner may change delivery location. If such change results in extra expense to the Contractor, the Contractor may request reimbursement by providing detailed justification of the extra expense.
- D. The Owner intends and has attempted to furnish all materials listed. However, shortages whether by omission, miscount, or loss may be expected. Contractor shall plan his work so that any shortages are identified and the Owner notified a minimum of thirty days in advance of intended use, allowing the Owner to verify the shortage and to purchase the required necessary replacement. The Owner shall have no liability what-so-ever for associated costs and delays for material shortages not identified in the above timely manner.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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

## PRODUCT DELIVERY REQUIREMENTS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the requirements that the Contractor shall follow for all products that will be delivered to the project site.

#### 1.02 DELIVERY, STORAGE, AND HANDLING:

- A. Contractor shall make arrangements to load the materials at the storage locations, transport them to the project site and unload them.
- B. Materials furnished by the Contractor shall be addressed and delivered to the Contractor's project facilities.
- C. The Owner will not receive, unload, or store the Contractor's materials.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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



## EXAMINATION AND PREPARATION

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the examination and preparation requirements the Contractor shall conform to during construction.

#### 1.02 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION

#### 3.01 EXAMINATION:

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### 3.02 PROTECTION OF OTHER UTILITIES:

- A. Have all foreign utilities located by contacting the Iowa One-Call. Any other utilities that are not included in the One Call system shall be notified separately by the Contractor.
- B. Give foreign utility management 48-hour notice prior to excavating in a questioned area. After exposing the foreign utility, notification shall again be given the foreign utility management to allow for on-site inspection before the backfilling operation shall begin. The Contractor, from time to time, shall assist the foreign utility in exposing parallel or intersecting lines to ensure that no damage will be done.
- C. Do all things necessary or expedient to properly protect any and all parallel, converging and intersection lines, joint trenches, highways, pipelines, and all

property of others from damage. Make minor trench location adjustments, if necessary.

- D. In the event that such parallel, converging and intersection lines, joint lines, poles, highways or other property are damaged in the course of construction of the project, the Contractor shall at his/her own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.

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

## EXECUTION REQUIREMENTS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the execution requirements that the Contractor shall follow during construction.

#### 1.02 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION

#### 3.01 STAKING

- A. The Engineer's representative will stake all new pole locations and the bisect angles for all new direct-buried angle structures and/or self-supporting structures.
- B. The Engineer's representative will provide staking requirements once. Any additional staking will be completed at the Contractor's expense, unless agreed to in writing or electronic mail (e-mail) by the Owner.

#### 3.02 EXCAVATIONS:

- A. When working in trenches or excavations, Contractor shall incorporate required shoring of sidewalls, including trench boxes, braces, or other means of shoring to ensure the safety of all personnel.
- B. Contractor is responsible for all open excavations associated with the Contract. Guard open or unattended trenches, foundations, or pole holes 4 inches or more in width with one of the following methods:
  - 1. 1/2 inch plywood that is weighted to prevent movement during windy conditions.
  - 2. Continuous snow fence and appropriate flashing warning lights.

#### 3.03 TREE CLEARING:

- A. The Owner or its Representative will be responsible for clearing all trees and shrubs that are located within the transmission line corridor along the line route, as required.

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

## CLEANING AND DISPOSAL MANAGEMENT

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the cleaning and disposal management that the Contractor shall conform to during construction.

#### 1.02 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION

#### 3.01 DISPOSAL OF SALVAGE MATERIALS:

- A. Contractor to properly dispose all non-salvageable materials. **No removed materials shall be left in any public right-of-ways (i.e. ditches, etc.) or Owner easement areas after being removed by the Contractor.**

#### 3.02 PROTECTION AND CLEANING OF SITE:

- A. Protect all structures within the construction limits.
- B. At all times maintain premises free from accumulations of waste material and rubbish.
  - 1. Upon completion of Work remove all tools and surplus materials from premises.
- C. Where sodded areas were disturbed, restore surface to original elevation, replacing final 6 inches with topsoil, rake smoothly, and reseed.
  - 1. Drainageways disturbed by trenching operations shall be restored as nearly as possible to their original grade and cross section.
- D. At the end of each day's work leave construction area in such a condition so to permit unencumbered access to all private properties in vicinity of Project.



- E. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- F. Hazards Control:
  - 1. Store volatile wastes in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
- G. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.
- H. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- I. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish. Legally dispose of at public or private dumping areas off Owner's property.
- J. Provide on-site containers for collection of waste materials, debris, and rubbish.
- K. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- L. Employ experienced workmen, or professional cleaners, for final cleaning.
- M. In preparation for substantial completion or occupancy, conduct final inspection of project site.
- N. Maintain cleaning until project, or portion thereof, is occupied by Owner.

### 3.03 FINAL CLEANING:

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
  - 1. Remove labels that are not permanent.
  - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.

3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
  4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean light fixtures and lamps.
  5. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
- B. All site conditions disturbed by the Contractor shall be restored to their original conditions at the Contractor's expense.

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

## CLOSEOUT SUBMITTALS

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the execution requirements that the Contractor shall follow during construction.

#### 1.02 SUBMITTALS:

- A. Record Drawings: Maintain one (1) set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.
- B. Record Specifications: Maintain one (1) copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
- C. Operation and Maintenance Data:
  - 1. The Contractor shall prepare and furnish four (4) manuals of all equipment specified.
  - 2. The Manual shall cover the installation, operation, and maintenance of all equipment and material including:
    - a. Complete catalog data.
    - b. Manufacturer's literature.
    - c. Parts list.
    - d. Maintenance instructions.
    - e. Approved shop drawings.
    - f. Supplier's name, address and telephone number.
  - 3. All such literature shall be bound under hard cover and submitted to the Engineer for review and transmittal to the Owner.
    - a. Should modification be required, the bound literature will be returned to the Contractor for modification and resubmittal to the Engineer.

### 1.03 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

### PART 2 – PRODUCTS – Not Applicable.

### PART 3 – EXECUTION

#### 3.01 CLOSEOUT PROCEDURES:

- A. Request Substantial Completion inspection once the following are complete:
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
  - 3. Deliver spare parts, extra stock, and similar items.
  - 4. Changeover locks and transmit keys to Owner.
  - 5. Complete startup testing of systems.
  - 6. Remove temporary facilities and controls.
  - 7. Complete final cleanup.
  - 8. Touch up, repair, and restore marred, exposed finishes.
  - 9. Obtain final inspections from authorities having jurisdiction.
  - 10. Obtain certificate of occupancy.
- B. Upon notification from the Contractor, the Engineer will proceed with inspection or advise Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or advise Contractor of items that must be completed or corrected before the certificate will be issued.
- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. Include a detailed review of the following:
  - 1. Maintenance manuals.
  - 2. Spare parts, tools, and materials.

3. Lubricants and fuels.
4. Identification systems.
5. Control sequences.
6. Hazards.
7. Warranties and bonds.

D. Final Completion procedures include supplying the following documentation:

1. Waiver and Release of Lien forms from the Contractor and all associated parties that have worked onsite (Subcontractors and any of their Subcontractors) or supplied materials (Suppliers). No partial or conditional lien waivers will be accepted.
2. Certificate of Contractor and Indemnity Agreement.
3. Contractor's statement of taxes paid.
4. Other final documentation as required by the Contract.

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



## WARRANTIES

### PART 1 – GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract are hereby made part of this Section.
- B. This Section describes the warranty clause that the Contractor shall conform to for the project.

#### 1.02 WARRANTIES:

- A. See Supplementary Conditions.

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

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

## **Division 33**

### **Utilities**

## WOOD POLES

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes installing the Owner-furnished wood poles as herein specified and shown on the Drawings.
- C. Material furnished by Owner:
  - 1. Wood poles.

#### 1.02 SUBMITTALS:

- A. See Division 1 – General Requirements, for submittal procedures.

#### 1.03 PAYMENT:

- A. See Section 012000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Quote Form.

#### 1.04 WARRANTY:

- A. See Division 1 – General Requirements, for warranty requirements.

### PART 2 - PRODUCTS

#### 2.01 SELECT BACKFILL MATERIAL:

- A. Backfill shall be a crushed rock aggregate meeting the IDOT standard specification for highway and bridge construction. Aggregate shall contain enough natural or artificial moisture to assure a good binding action between the particles at the time of backfilling and tamping.

- B. An aggregate equivalent to IDOT Section 4109 for Gradation No. 3 and Section 4120.04 for quality of the stone. The following specification is desired:

Sieve Size	Percent Passing
1.5 inch	100
1 inch	95-100
0.5 inch	25-60
No. 4	0-10
No. 8	0-5
No. 200	0-6

- C. Larger aggregate may be acceptable upon approval by the Engineer.

## 2.02 GROUNDING MATERIALS:

- A. Existing ground wires and standoff brackets shall be reused for tangent structures. All other structures shall be installed with new ground wire as shown on the drawings.
- B. Ground wire attached to the wood poles shall be No. 4 AWG annealed, soft-drawn, stranded copper.
- C. Connectors for connection between copper and copperweld-copper to galvanized conductor or hardware shall be bronze.
- D. Staples for securing down ground to pole shall be copper coated. Shanks shall have rolled, diamond point. Minimum size shall be 2" x 1/2". Supply Hubbell 9154, or equal.
- E. Ground rods shall be one (1) section of 5/8" Dia. x 10'-0" L with ground sized to accept bare copper conductor. When ground lengths are greater than 10', the ground rod shall be threaded to accept a ground rod coupling to attach a second rod. Ground rod shall be copper bonded to rigid steel core. Ground rod clamp to be compression type for underground use.

### 1. Acceptable Manufacturers:

- a. Ground rod: Erico 615803 or 635800 (threaded application), or equal.
- b. Ground rod clamp: Erico CP58, or equal.

## PART 3 - EXECUTION

### 3.01 POLES:

- A. Poles shall be handled with care so as not to damage the wood fibers, the preservative treatment, or damage or dent steel.

- B. Set the poles in the location staked by the Engineer, perpendicular and in alignment unless rake is specified in which case the hole shall be dug out-of-line by the amount of the rake so the pole top will be in line with those of adjacent structures and angles on adjacent structures avoided.
- C. The tops of full length treated poles shall not be cut except under very exceptional conditions and upon approval of the Engineer. If cutting is deemed necessary, the pole top shall be painted with creosote compound. Under no circumstances shall the butt of any pole be cut.
- D. Holes shall be approximately 12-14 inches larger than the butt diameter of the pole and shall be at least as large at the bottom as at the top unless otherwise specified.
- E. Excavate the hole one additional foot if water is encountered in the hole.
- F. Set the poles within 3 inches of the specified depth in sufficiently large holes to admit a tamping bar all around the pole.
- G. For direct-buried pole structures the minimum setting depths shall be as follows unless noted otherwise on the drawings:

Pole Length (in feet)	Setting Depth (in feet)
35	6.0
40	6.0
45	6.5
50	7.0
55	7.5
60	8.0
65	8.5
70	9.0
75	9.5
80	10.0
85	10.5
90	11.0

On sloping ground, the depth of the hole shall be measured from the low side of the hole.

- H. Care shall be taken during pole setting to avoid damage to pole, ground wires, bearing strips and bearing plates.
- I. Bearing strips and plates shall be installed on all wood poles as shown on the Drawings. Where bearing plates are used, holes shall be a minimum of 8 inches greater in diameter than the combined total of the pole diameter and two bearing plate widths.



- J. Backfill all pole holes with select backfill as described in the products specifications.
- K. Backfill of holes shall be machine tamped, using not more than one shoveler for each machine tamp. Backfill shall be well banked and tamped around the base of the pole to a height of 6 inches above the ground line. Any surplus excavation material shall be leveled neatly and to the satisfaction of the Owner's Representative.
- L. Excavated material from the pole and foundation holes shall be removed from the site and disposed of by the Contractor. All areas shall be repaired to surrounding area conditions. Lawn seeding or sodding shall be performed where construction is called for in those areas.
- M. Where poles are removed as a result of retirement or temporary use, the holes shall be filled and thoroughly backtamped.
- N. All construction practices must be such as to minimize the amount of work that must be done after the pole or structure is erected. Pole climbing must be held to a minimum. Any pole that is badly spurred must be brushed with an approved preservative at Contractor's expense.

### 3.02 GROUNDING:

- A. Ground overhead ground wire(s) at each structure unless otherwise noted.
- B. Effectively ground all poles as shown on the Drawings.

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

## GUY ASSEMBLIES

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes furnishing and installing the guys and anchors as herein specified and shown on the Drawings.
- C. Material furnished by Owner:
  - 1. Wood poles.

#### 1.02 SUBMITTALS:

- A. See Division 1 – General Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Dimensions.
  - 2. Descriptive data.
  - 3. Performance data.
  - 4. Cutsheets.

#### 1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

### PART 2 - PRODUCTS

#### 2.01 GUY WIRE:

- A. General:
  - 1. Guy wire shall be 3/8 inch Extra High Strength (EHS), 7 strand, steel double galvanized (Class B) cable.

2. Shall conform to all the latest revisions of ASTM Specifications A122-41, A475, A363 or equivalent. Minimum rated breaking strength shall be 20,800 lbs.

## 2.02 ANCHOR:

### A. General

1. All anchors shall be of the power installed screw type.
2. Number of helix shall be as specified on the Drawings.
3. Shafts shall be 1-1/2 inches square and capable of withstanding 5,500 foot-lbs. of torque.
4. Anchor rods shall be provided with a thimble-type eye, or twin thimble-type eye or triple thimble-type eye as required.
5. Extension rods with couplings shall be a minimum of 3/4 inch in diameter by 3.5 or 7 feet in length.
6. Anchor rods and extensions shall conform to EEI Specification TD-2-1939 or any acceptable revision thereof.

### B. Acceptable manufacturers:

1. Chance Type SS.
2. Or equal.

## 2.03 FIBERGLASS STRAIN INSULATORS:

### A. General

1. Fiberglass strain insulators shall be installed in down guys or overhead guys where specified.
2. Strain insulator shall be a minimum of 60 inches in length with a clevis fitting on one end and a clevis and roller at the other end.
3. Unit shall have a minimum breaking strength of 21,000 pounds.

### B. Acceptable manufacturers:

1. Hughes CF695-78R2
2. Or equal.

## 2.04 GUY GRIP:

### A. General

1. Preformed "Guy-Grip" wrap type deadends shall be used on guys.
2. Grips shall be steel with minimum B-coat galvanizing and suitable for use on 3/8 inch, 7 strand, guy wire.

### B. Acceptable Manufacturers:

1. Preformed GDE-1107.
2. Or equal.

## 2.05 GUY GUARDS:

### A. General

1. Guy guards shall be Acrylic Modified PVC material with high impact resistance and high color retention at all temperatures.
2. The guards shall have rib reinforcing or equal the entire length to minimize sag, droop and/or twist in service.
3. Guards shall be a minimum of 8 feet in length, orange in color and be mounted using hot dip galvanized bolt clamps.

### B. Acceptable manufacturers:

1. Preformed PG5738.
2. Or equal.

## PART 3 - EXECUTION

### 3.01 GUYS and GUARDS:

- A. Guys shall be made up in accordance with the drawings, using the strand and devices indicated.
- B. All guying materials furnished shall be new for all final and temporary guying installations. The reuse of wrap-type guy grips after initial installation is forbidden.
- C. Guys shall be drawn up to a tension sufficient only to take out all slack in the guy strand.

D. Guy guards shall be installed on all guys.

3.02 ANCHORS:

A. Guy anchors shall be of the power installed screw type.

B. Anchor rods shall be in line with the strain and so installed that approximately 8 inches of the rod shall remain out of the ground.

C. Under no circumstances shall the eye of the rod be covered.

D. If holding strength of anchor is in question or if requested by Engineer, a suitable method such as torque indicator or dynamometer to determine the holding power of the installed anchor shall be applied to installed screw anchors by the Contractor.

E. The test shall be done in the presence of the Owner's Representative.

F. Additional extension rods shall be used where necessary to obtain the required holding strengths.

G. Double or twin eye anchor rods shall be used where one (1) or two (2) guys are being attached to anchor.

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

## SUSPENSION INSULATORS

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes furnishing and installing the suspension insulators as herein specified and shown on the Drawings.
- C. Material furnished by Owner:
  - 1. 69 kV Suspension Insulators.

#### 1.02 SUBMITTALS:

- A. See Division 1 – General Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Dimensions.
  - 2. Descriptive and performance data.

#### 1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

#### 1.04 WARRANTY:

- A. See Division 1 – General Requirements, for warranty requirements.

### PART 2 - PRODUCTS – Not Applicable.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION:

- A. Inspect all insulators for chips, cracks, torn sheds or other defects.



- B. Handle insulators with care so as not to damage the units. If any units are damaged, they shall be replaced.
- C. **Cotter keys shall be spread out on all hardware that has them to prevent them from falling out.**

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

## LINE POST INSULATORS

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes furnishing and installing the line post insulators as herein specified and shown on the Drawings.
- C. Material furnished by Owner:
  - 1. 69 kV Horizontal line post insulators.

#### 1.02 SUBMITTALS:

- A. See Division 1 – General Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Dimensions.
  - 2. Descriptive and Performance data.

#### 1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

#### 1.04 WARRANTY:

- A. See Division 1 – General Requirements, for warranty requirements.

### PART 2 - PRODUCTS – Not Applicable.

### PART 3 - EXECUTION

#### 3.01 INSTALLATION:

- A. Inspect all insulators for chips, cracks, torn sheds or other defects.

- B. Handle insulators with care so as not to damage the units. If any units are damaged, they shall be replaced.
- C. **Cotter keys shall be spread out on all hardware that has them to prevent them from falling out.**

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

## POLE LINE HARDWARE

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes furnishing and/or installing the pole line hardware as herein specified and shown on the Drawings.

#### 1.02 SUBMITTALS:

- A. See Division 1 – General Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Dimensions.
  - 2. Electrical and mechanical descriptive data.
  - 3. Performance data.

#### 1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

#### 1.04 WARRANTY:

- A. See Division 1 – General Requirements, for warranty requirements.

### PART 2 - PRODUCTS

#### 2.01 TRANSMISSION LINE CONDUCTOR ATTACHMENTS:

- A. Phase conductor – tangent:
  - 1. Support the phase conductors at the line post insulators with trunnion clamps and armor rods.
  - 2. Acceptable manufacturers:

- a. Clamp: Preformed AGS-5200, no equal.
- B. Phase conductor – deadend:
  - 1. Utilize full-tension quadrant/bolted type deadend for the phase deadends.
    - a. Construction of the deadends to be aluminum.
  - 2. Supply socket-eye with 30,000 lbs. rating for attachment to insulator.
  - 3. Supply compression jumper connector to connect conductor jumpers.
  - 4. Acceptable manufacturers:
    - a. Deadend: Hubbell SD57N, or equal.
    - b. Compression connector: Burndy YCS27R, or equal.
    - c. Socket-eye: Hubbell SA07, or equal.
- C. Shield wire conductor - tangent:
  - 1. Supply a shield wire support bracket with two through bolts.
  - 2. Utilize a suspension clamp for the shield wire tangent fitting.
  - 3. Supply armor rods for installation with clamp.
  - 4. Supply an anchor shackle fitting to connect the clamp to the support.
  - 5. Acceptable manufacturers:
    - a. Support: Hughes 2859, no equal.
    - b. Clamp: Anderson MS-60-N, or equal.
    - c. Armor Rods: Preformed AR-1130, or equal.
- D. Shield wire conductor – deadend:
  - 1. Supply curved or flat deadend tees, as required.
  - 2. Utilize quadrant style deadend clamp for shield wire deadends.
    - a. Body shall be constructed of galvanized ductile iron.
    - b. Clamp to have a minimum of three u-bolts.

3. Provide clevis/eye fitting to attach to deadend tee or vang.
4. Acceptable manufacturers:
  - a. Deadend tee: Hughes 2817, no equal.
  - b. Clamp: Hubbell SWDE55N, or equal.
  - c. Y-Clevis/eye: Anderson YCS-04-90, or equal.

## 2.02 HARDWARE:

- A. Machine bolts, carriage bolts, and double-arm bolts shall conform to E.E.I. Specification TD-1-1937.
- B. Furnish all bolts with nuts and lock nuts.
- C. Accommodate the necessary nuts, washer, etc., without projecting more than 1-1/2 inches at the free end of the bolts.
- D. Bolt projection with an eye nut installed should not project more than 1/4 inch into the eye.
- E. Furnish twin coil type spring washers.
- F. Locknuts shall be free spinning square or hexagonal and galvanized that can be started freely from either end.
- G. Locknuts shall have arched surfaces which will be slightly deflected when tightened with wrench into proper place.
- H. Provide MF No. 1 locknuts.
- I. Steel parts shall conform to the latest revision of ASTM Specification A7-46.
- J. Malleable iron parts shall be hot-dip galvanized conforming to ASTM Specification A153-47T.

## PART 3 - EXECUTION

### 3.01 INSTALLATION:

- A. Assemble and install all hardware products according to the drawings and the manufacturer's recommendations.



- B. The Contractor shall use extreme care when installing any compression type fitting to ensure the properly sized die is used according to the manufacturer's recommendations.
- C. The Contractor shall furnish all necessary tools, including compressors and die sets, for applying compression splices, repair sleeves, and compression type deadends.
- D. All joints or splices and repair sleeves shall be located at least 10 feet away from structures and no splices or repair sleeves shall be used in spans crossing over or adjoining important highways, railroads, or other public utility lines without approval of the Owner's Representative.
- E. In splicing conductor, it is essential that the connection between the metal surfaces be made clean and bright and that all foreign material is removed from between the strands with a wire scratch brush or emery cloth or both prior to making the compression.
- F. Alcoa No. 2 electrical joint compound is to be used on the bolted connections of compression-type jumper terminals.
- G. **Cotter keys shall be spread out on all hardware that has them to prevent them from falling out due to line vibration.**
- H. At the substation deadends, install a 2 or 4-hole terminal pad, as required, on the phase conductor and terminate it on the terminal pads of the switch or bus section as applicable.

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

## OVERHEAD HIGH VOLTAGE CONDUCTOR

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes furnishing and installing the overhead high voltage conductor as herein specified and shown on the Drawings.
  - 1. Contractor shall furnish 1000' of 3/8" HSS conductor for use between structures 57B and 59 in case the quantity of existing conductor is insufficient.
  - 2. Contractor shall furnish 3000' of 3/0 ACSR Pigeon conductor for use between structures 57B and 59 in case the quantity of existing conductor is insufficient.
- C. Material furnished by Owner:
  - 1. 3/0 ACSR Phase conductor.
  - 2. 3/8" EHS static wire.

#### 1.02 SUBMITTALS:

- A. See Division 1 – General Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Dimensions.
  - 2. Electrical and mechanical descriptive data.
  - 3. Performance data.

#### 1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. See Division 1 – General Requirements, for warranty requirements.

PART 2 - PRODUCTS

2.01 PHASE CONDUCTORS - ACSR:

- A. Specific transmission line phase conductors are 3/0 kcmil Pigeon.
- B. Conductors to be in accordance with the requirements of the National Electric Safety Code for Grades B and C construction.
- C. Conductors to conform to the latest ASTM specifications.
- D. Material or combinations of materials should not corrode excessively under the prevailing conditions.
- E. Acceptable Manufacturers:
  - 1. Alcoa.
  - 2. General Cable.
  - 3. Nexans.
  - 4. Southwire.
  - 5. Or equal.

2.02 OVERHEAD SHIELD WIRE:

- A. Specific conductor size to be furnished shall be 3/8 inch High Strength Steel (HSS).
- B. Consist of seven strands of steel.
- C. Each strand shall be hot-dripped galvanized with class B coating.
- D. Conductor shall have a minimum strength rating of 10,800 lbs.
- E. Acceptable manufacturers:
  - 1. National Strand.
  - 2. Or equal.

## PART 3 - EXECUTION

### 3.01 INSTALLATION:

- A. Contractor will furnish all tools and equipment for stringing, splicing, and installing the conductors.
- B. The equipment and methods used for stringing the conductors shall be subject to the conductor manufacturer's recommended practices.
- C. Conductors or structures will not be damaged or injured.
- D. Reel stands shall be heavily constructed and have provisions for braking the reels.
- E. The minimum diameter of stringing sheaves shall be 12 inches at the bottom of the groove and the size and shape of the groove shall conform to the conductor manufacturer's recommendations.
- F. Sheaves shall be equipped with ball or roller bearings.
- G. The proper size conductor grips shall be used exclusively in the handling of ACSR conductor.
- H. Particular care shall be exercised to insure that the conductors do not become kinked, twisted or abraded in any manner.
- I. The conductors shall not be dragged over rocks, fence wires or any object which might damage the conductor.
- J. Suitable guards or sheaves shall be used to protect the conductors from damage where it would otherwise be impossible to keep the conductor from coming in contact with objects which might damage it.
- K. Guard structures shall in general be erected at all roads, highways, railroads, power lines, communication lines, etc., in accordance with good construction practice.
- L. Contractor shall furnish guard poles, all other necessary supports and timbers, and insulating blankets. The cost of these items shall be included in the cost of the conductor unit.
- M. Contractor shall furnish guard poles, all other necessary supports and timbers, and insulating blankets. The cost of these items shall be included in the cost of the conductor unit.
- N. Contractor shall install poles and remove them and shall fill and tamp pole holes after removing guard poles.

- O. If conductors are damaged, the Contractor shall repair or replace the damaged sections in a manner satisfactory to the Owner's Representative and at no additional cost to the Owner.
- P. Conductors shall be allowed to hang freely in the stringing blocks for at least 2 hours before being sagged to permit conductor and air temperatures to equalize.
- Q. The total time which the conductor is allowed to remain at sag in the stringing blocks before being clipped in shall not exceed 72 hours.
- R. Conductors shall be sagged in accordance with sag tables furnished by the Engineer.
- S. The length of conductor sagged in one operation shall be limited to the length that can be sagged satisfactorily.
- T. In sagging one-reel lengths, the sag of two spans shall be checked.
- U. In sagging lengths of more than one reel, the sag of three or more spans near each end and in the middle of the length being sagged, shall be checked.
- V. The sag of spans on each side of all horizontal angles of more than 10 degrees shall be checked.
- W. After conductors have been brought up to the required sag, intermediate spans shall be inspected to determine whether the sags are uniform and correct.
- X. The length of spans used for checking sag shall be approximately equal to the ruling span.
- Y. Sagging operations shall not be carried on when, in the opinion of the Engineer, wind prevents satisfactory sagging.
- Z. The Contractor shall record the location, span length, sag, and temperature when conductor is sagged.
- AA. A tolerance of one-half inch of sag per hundred feet of span length will be permitted.
- BB. A limit of 3 inches on the minus side and 6 inches on the plus side provided that all conductors in the span assume the same sag and the necessary ground clearance is obtained.
- CC. Conductor tension between successive sagging operations to be equalized so that the suspension insulator assemblies will assume the proper position when the conductor is clipped in.

DD. Contractor shall furnish and install the conductor so as to minimize the number of splices.

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



## RETIREMENT

### PART 1 - GENERAL

#### 1.01 SCOPE:

- A. The GENERAL, SUPPLEMENTAL, and other CONDITIONS of the Contract and the GENERAL REQUIREMENTS (Division 1) are hereby made part of this Section.
- B. Work under this Section includes the furnishing of all labor and equipment for the removal of existing materials, disassembling material units, and all labor and disposal costs.

#### 1.02 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

#### 1.03 DELIVERY, STORAGE, AND HANDLING:

- A. All removed poles shall be stripped of all existing materials. Removed poles and associated materials shall be saved for reuse.
- B. Existing ground wires and standoff brackets shall be reused on poles being reframed as tangent structures.
- C. New holes for attachment of insulator assemblies and shield wire assemblies shall be drilled in the existing poles to reframe the poles as shown on the drawings.
- D. Contractor shall be responsible for loading and transporting all retired material to the designated areas.
- E. The Contractor shall coordinate delivery items, such as timing, quantity, and weights, with those receiving salvage materials.

### PART 2 - PRODUCTS

#### 2.01 SELECT BACKFILL MATERIAL:

- A. Backfill shall be topsoil for the top 1'-6". The remaining fill section can be topsoil, clay, or silt material. The material shall contain enough natural or artificial moisture to assure a good binding action between the particles at the time of backfilling and tamping.

- B. Backfill shall not be borrowed from the area around the hole unless prior approval from the landowner is given.

### PART 3 - EXECUTION

#### 3.01 POLE TOP ASSEMBLIES:

- A. All pole top assemblies, hardware, insulators, etc. shall be removed from the pole and disposed of by the Contractor unless otherwise noted.

#### 3.02 POLE:

- A. Direct-buried pole structures are believed to have a 10% plus 2' burial depths unless noted otherwise on the drawings:
- B. Backfill all pole holes with select backfill as described in the previous products section.
- C. Backfill of holes shall be machine tamped, using not more than one shoveler for each machine tamp.
- D. Backfill shall be well banked and tamped around the base of the original pole to a height of 6 inches above the ground line.
- E. Any surplus excavation material shall be removed from site and disposed of properly.

#### 3.03 RESTORATION:

- A. After removal, the Contractor shall clean up all construction debris and remove damaged soil and plantings including grass. Excavated material from the foundation holes shall be removed from the site and disposed of by the Contractor.
- B. All areas shall be repaired to surrounding area conditions.

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

## **Category IV**

### **Appendix**

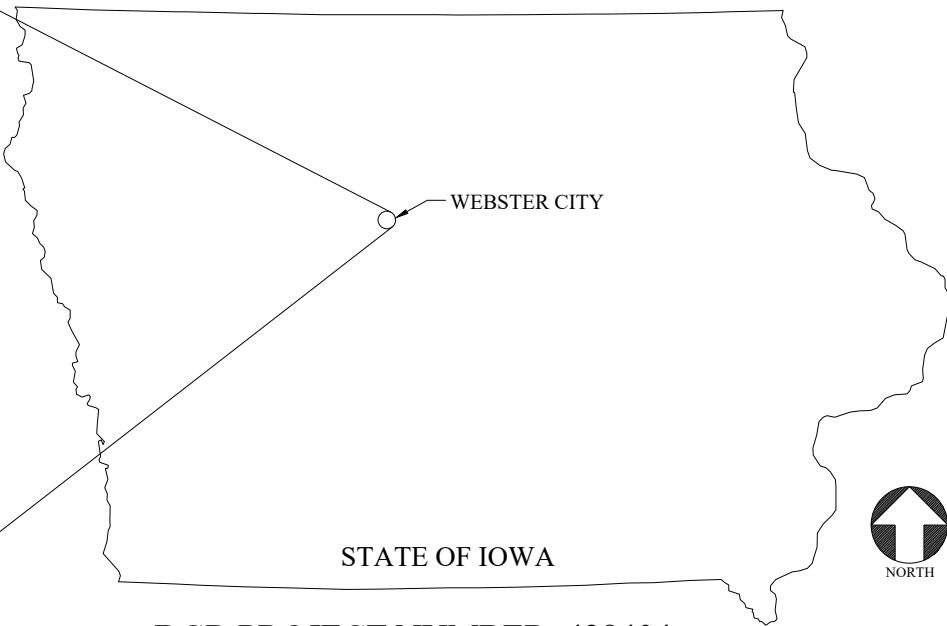
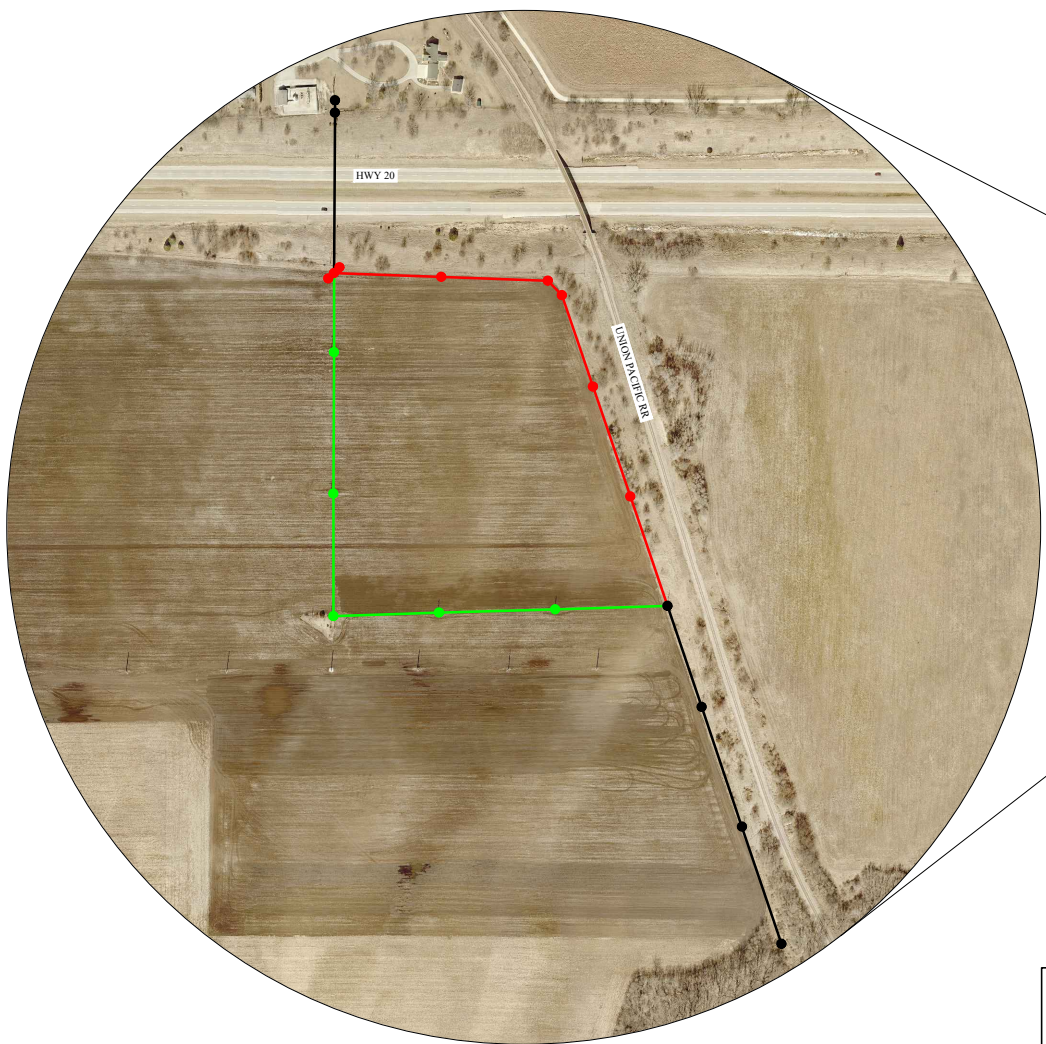
- Project Drawings (Separate): 69 kV Transmission Line Relocation - 11 sheets

# 69 kV TRANSMISSION LINE RELOCATION

## -2023-

### WEBSTER CITY MUNICIPAL UTILITIES

### WEBSTER CITY, IOWA



DGR PROJECT NUMBER 428404  
CITY PROJECT NUMBER 9-24-003

**ISSUED FOR QUOTES**  
**10-12-2023**

**DGR**  
ENGINEERING  
ROCK RAPIDS, IOWA  
(712) 472-2531

#### LIST OF DRAWINGS

1 SHEET	REMOVAL MAP
3 SHEETS	PLAN & PROFILES
6 SHEETS	CONSTRUCTION UNIT DRAWINGS

This engineering document is a reproduction of a certified engineering document, the official copy of which was certified by  
Dennis J. Haselhoff on 10-12-2023  
The official copy of this engineering document is on file at the office of the Owner.  
Pages or sheets covered by this seal: All drawings.

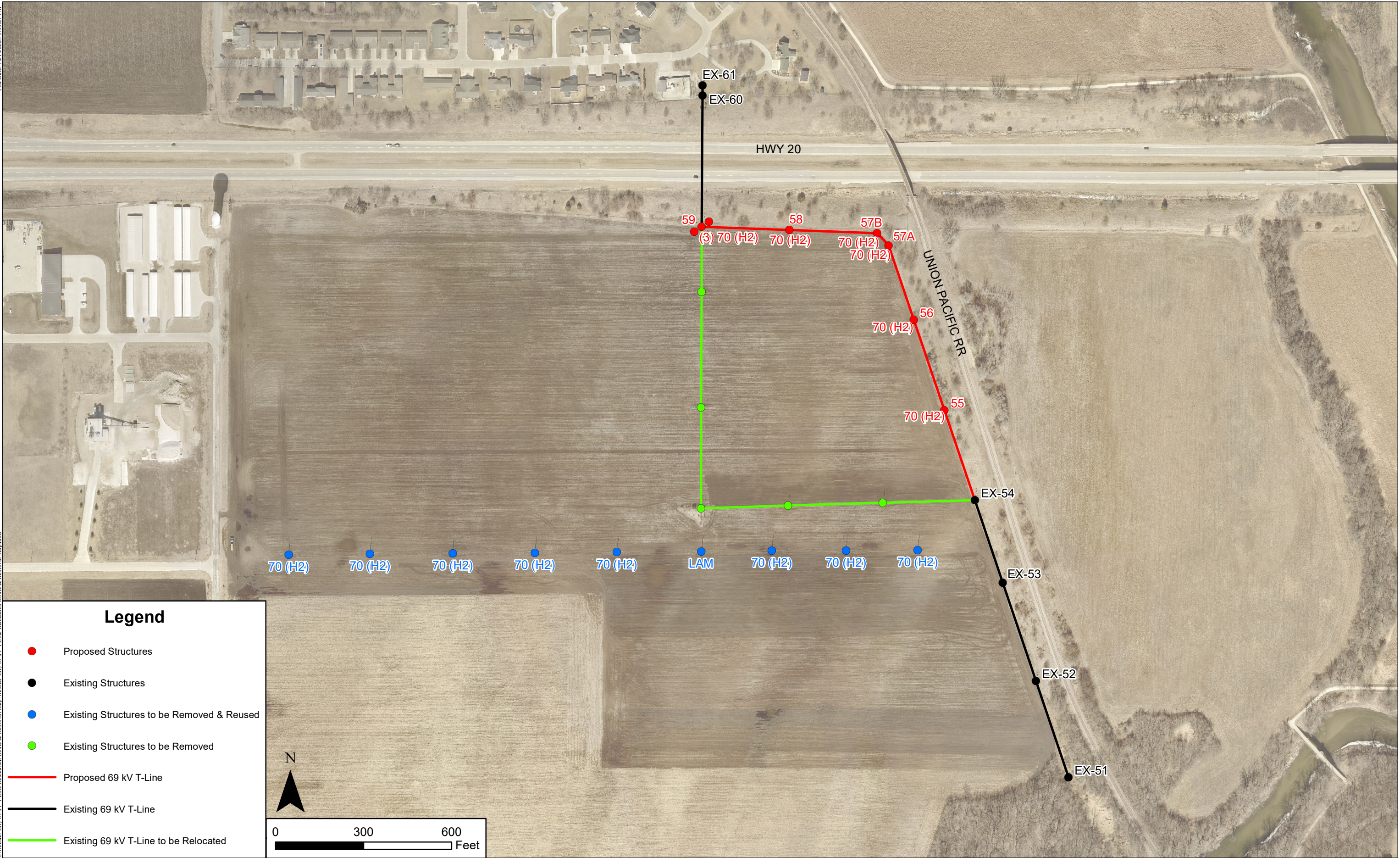
#### Legend

- Proposed 69 kV T-Line
- Existing 69 kV T-Line
- Existing 69 kV T-Line to be Relocated



Plot Date: 10/10/2023 3:03:21 PM

P:\0428404\Drawings\Webster City 69 kV T-Line Relocation Route & Removal Map.mxd



REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES

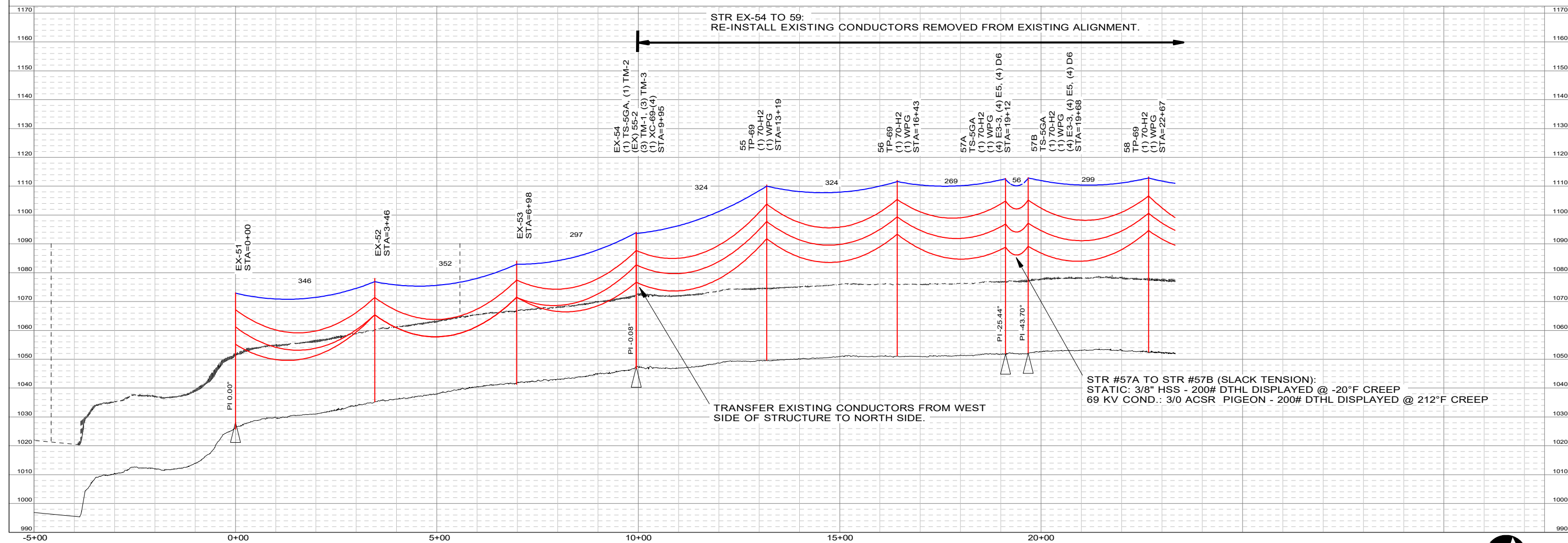
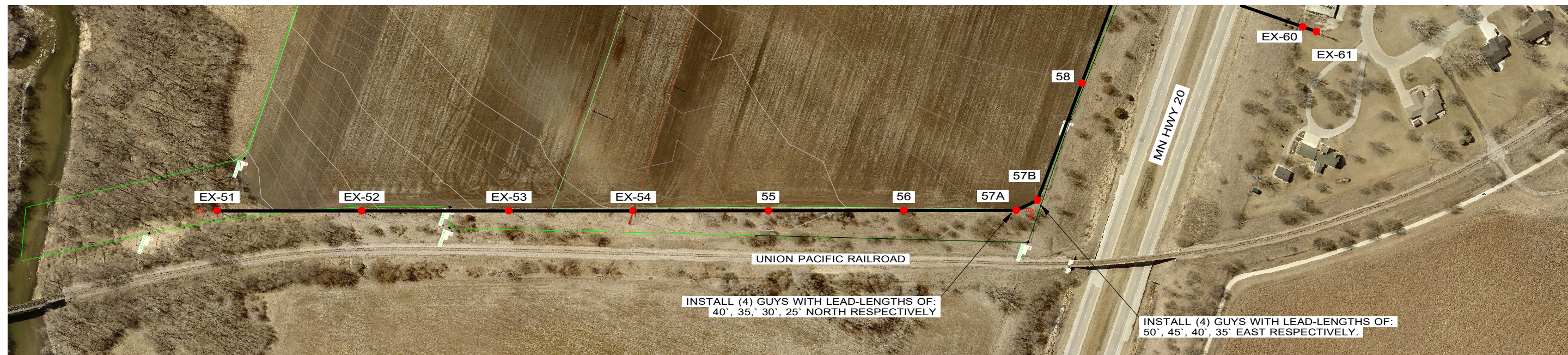


Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA  
545 of 567

REMOVAL MAP  
69 kV TRANSMISSION LINE RELOCATION





GENERAL EXISTING DESIGN DATA: (ALL LISTED TENSIONS ARE NESC HEAVY LOADING)  
 STATIC: 3/8" HSS - 2,440 LBS (U.N.O.) SHOWN AT -20°F CREEP  
 69 KV CONDUCTOR: 3/0 ACSR PIGEON - 2,410 LBS (U.N.O.) SHOWN AT 212°F MAX SAG

250.0 FT. HORIZ. SCALE  
 35.0 FT. VERT. SCALE



REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



PROJECT MANAGER: ADK  
 DESIGNER: DYS  
 PROJECT NUMBER: 428404  
 PHONE: (712) 472-2531

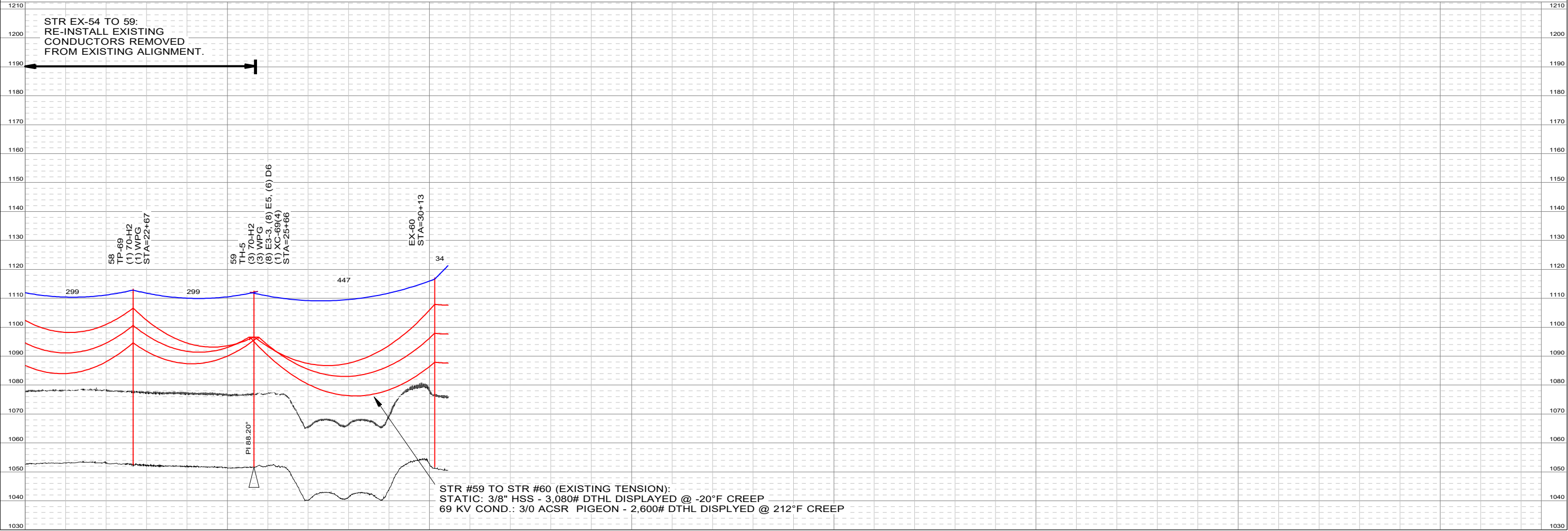
WEBSTER CITY MUNICIPAL UTILITIES  
 WEBSTER CITY, IOWA  
**546 of 567**

PLAN & PROFILE  
 69 KV TRANSMISSION LINE RELOCATION

S  
H  
E  
E  
T

1 OF 3





GENERAL EXISTING DESIGN DATA: (ALL LISTED TENSIONS ARE NESC HEAVY LOADING)  
STATIC: 3/8" HSS - 2,440 LBS (U.N.O.) SHOWN AT -20°F CREEP  
69 KV CONDUCTOR: 3/0 ACSR PIGEON - 2,410 LBS (U.N.O.) SHOWN AT 212°F MAX SAG

250.0 FT. HORIZ. SCALE  
35.0 FT. VERT. SCALE



REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES

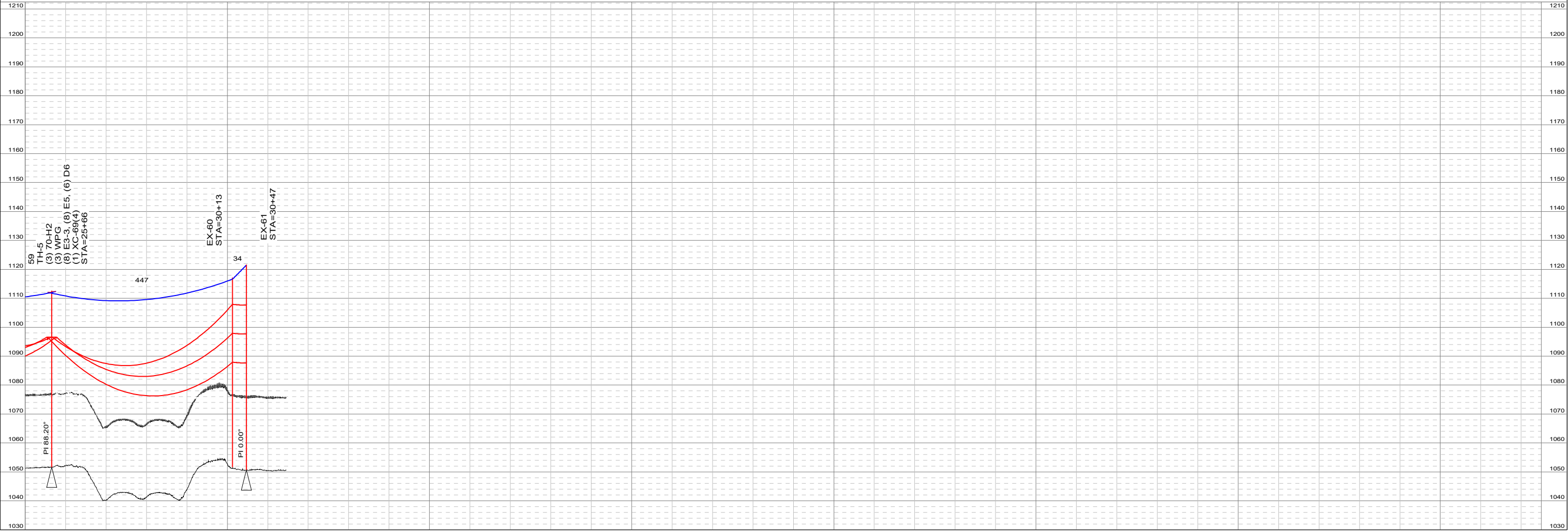
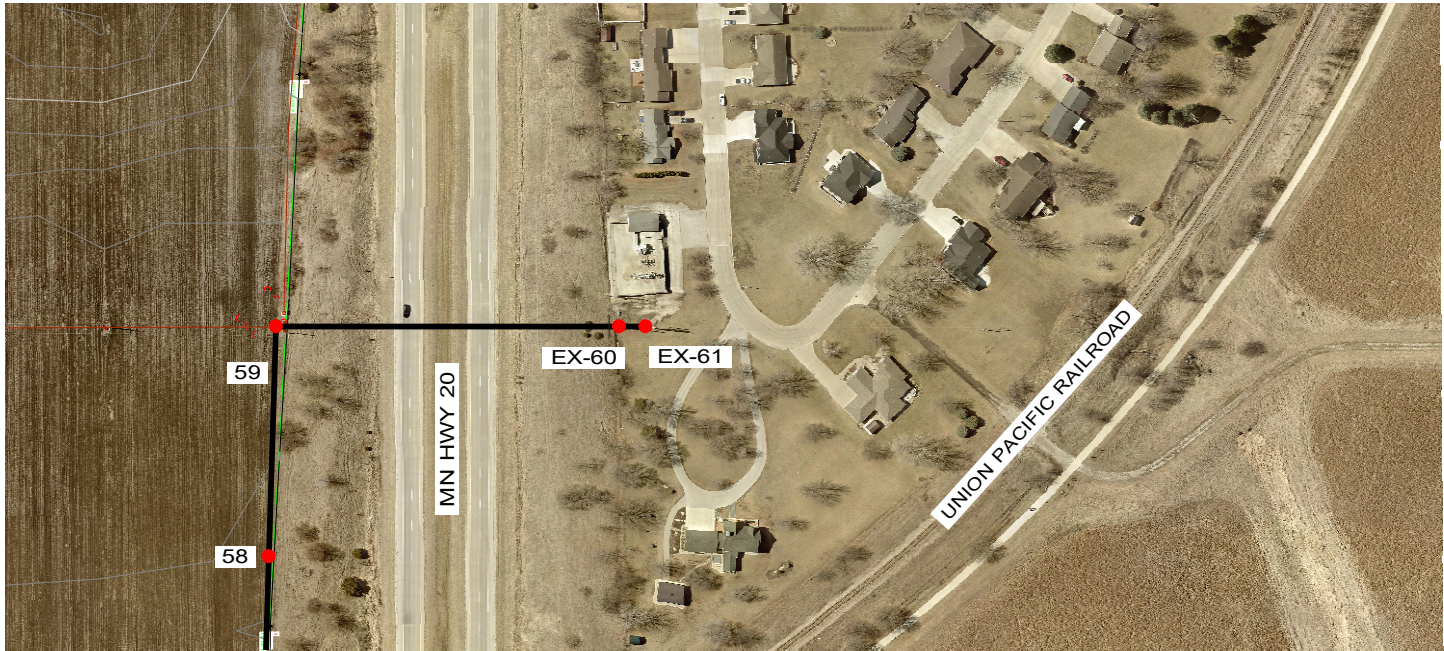


PROJECT MANAGER: ADK  
DESIGNER: DYS  
PROJECT NUMBER: 428404  
PHONE: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA  
**547 of 567**

PLAN & PROFILE  
69 KV TRANSMISSION LINE RELOCATION





25+00 30+00  
GENERAL EXISTING DESIGN DATA: (ALL LISTED TENSIONS ARE NESC HEAVY LOADING)  
STATIC: 3/8" HSS - 2,440 LBS (U.N.O.) SHOWN AT -20°F CREEP  
69 KV CONDUCTOR: 3/0 ACSR PIGEON - 2,410 LBS (U.N.O.) SHOWN AT 212°F MAX SAG

250.0 FT. HORIZ. SCALE  
35.0 FT. VERT. SCALE

REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



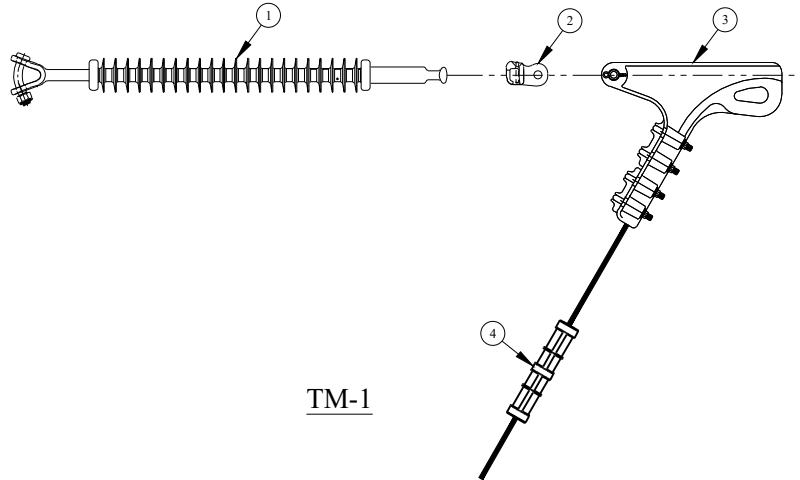
PROJECT MANAGER: ADK  
DESIGNER: DYS  
PROJECT NUMBER: 428404  
PHONE: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA  
548of 567

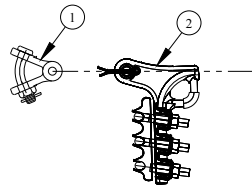
PLAN & PROFILE  
69 KV TRANSMISSION LINE RELOCATION

S  
H  
E  
E  
T

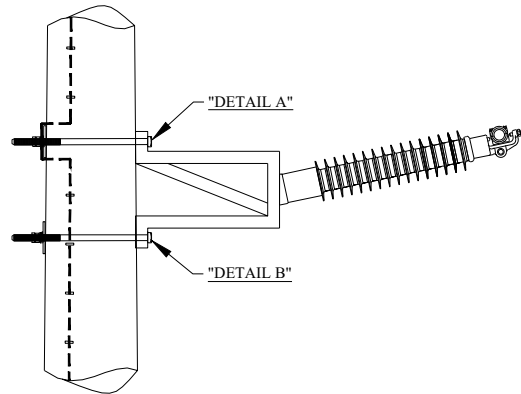
P:\04\384\04\DWG\UNIT DWG\TM-1,2,3.DWG Plot Date: 10/10/2023 6:09:48 PM



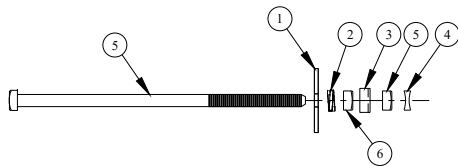
TM-1



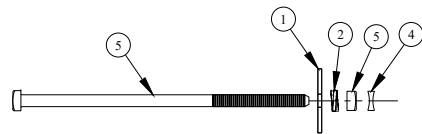
TM-2



TM-3



TM-3  
"DETAIL A"



TM-3  
"DETAIL B"

MATERIAL LIST (TM-1)

ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Deadend Suspension Insulator	-	-	1
2	Socket Eye, 30 Kip	Hubbell	SA07**	1
3	Deadend Quadrant Clamp, Phase (#4 To 266.8 ACSR)	Hubbell	SD57N**	1
4	Compression Connector, Phase (3/0 Pigeon ACSR)	Burndy	YCS27R**	1

MATERIAL LIST (TM-2)

ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Y-Clevis Eye, 90°, 20 Kip	Hubbell	YCS-05-90**	1
2	Deadend Quadrant Clamp, Static (3/8" EHS)	Hubbell	SWDE55N**	1

MATERIAL LIST (TM-3)

ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Washer, Square Flat, 13/16" Hole, 4" x 4" x 1/4"	Hubbell	6819	2
2	Washer, Double Coil, 3/4" Bolt Size	Hubbell	C2050187**	2
3	Bonding Clip, 3/4" Bolt Size	Hughes	2727.7**	1
4	Locknut, Type MF, 3/4" Bolt Size	Hubbell	3513	2
5	Bolt, Machine, 3/4" x Required Length, With Nut	Hubbell	89__	2
6	Square Nut, 3/4"	Hubbell	55085P	1
7	Armor Grip Support Clamp with Armor Rod (3/0 Pigeon ACSR)	Preformed	AGS-5200	1
8	Horizontal Line Post Insulator	-	-	1

\* AS REQUIRED

\*\* OR APPROVED EQUAL

CONDUCTOR  
ASSEMBLIES

REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA

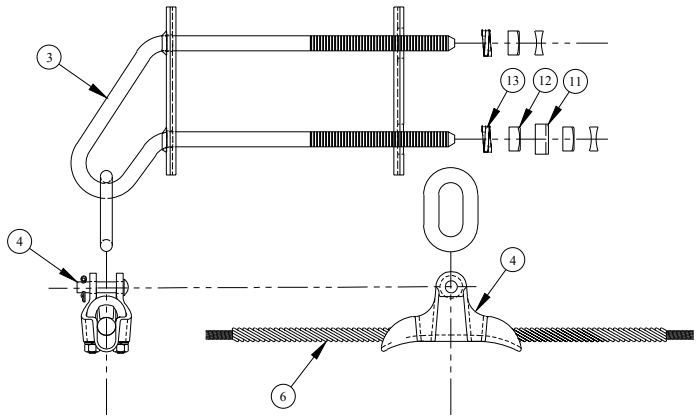
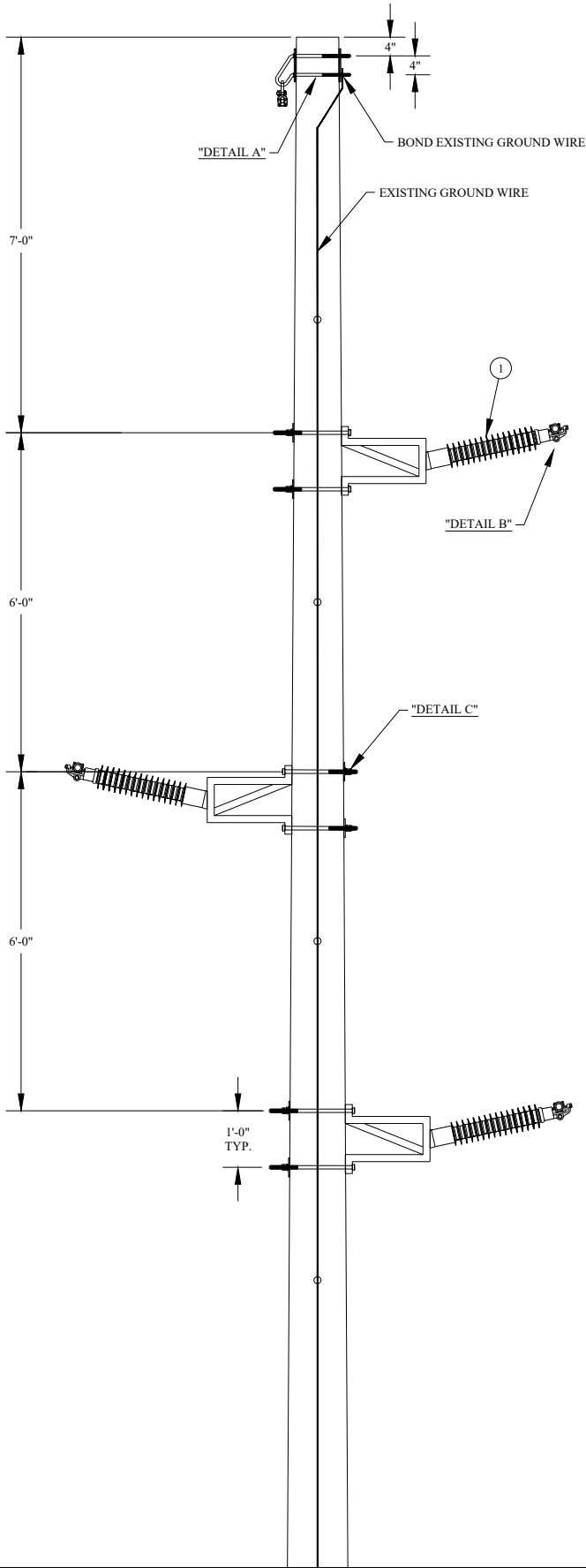
549 of 567

UNIT DRAWING  
69 kV TRANSMISSION LINE RELOCATION

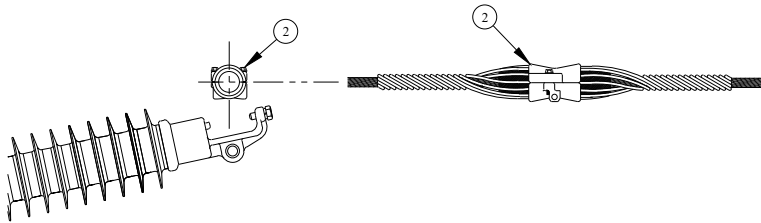
S  
H  
E  
E  
T

TM-1,2,3

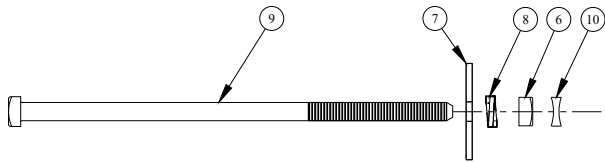
P:04\28404\DWG\UNIT DWGS\TP-69.DWG  
Plot Date: 10/10/2023 6:10:20 PM



"DETAIL A"



"DETAIL B"



"DETAIL C"

MATERIAL LIST

ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Horizontal Line Post Insulator (Existing)	-	-	3
2	Armor Grip Support Clamp with Armor Rod (3/0 Pigeon)	Preformed	AGS-5200	3
3	Shield Wire Support Bracket x Required Length	Hughes	2859_**	1
4	Suspension Clamp Static (3/8" EHS)	Hubbell	MS-60-N**	1
5	Armor Rod (3/8" EHS)	Preformed	AR-1130	1
6	Square Nut, 3/4"	Hubbell	55085P**	8
7	Washer, Square Flat, 13/16" Hole, 4" x 4" x 3/16"	Hubbell	6818**	6
8	Washer, Double Coil, 3/4"	Hubbell	C2050187**	7
9	Bolt, Machine, 3/4" x Required Length, with Nut	Hubbell	89_**	6
10	Locknut, Type MF, 3/4"	Hubbell	3513**	6
11	Bonding Clip, 5/8"	Hughes	2727.7**	1
12	Square Nut, 5/8"	Hubbell	55084P**	1
13	Washer, Double Coil, 5/8"	Hubbell	C2050186**	2

\* AS REQUIRED

NOTES

- ⚠ All existing materials on existing poles shall be removed from pole and saved for reuse. New holes shall be drilled and poles shall be reframed as shown. Existing ground wires and standoff brackets should be reused on tangent structures.

69 kV TANGENT  
HORIZONTAL LINE POST  
WOOD POLE

REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA

550 of 567

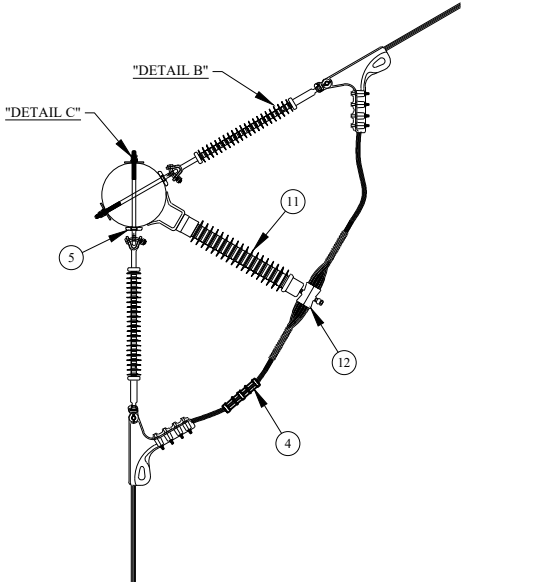
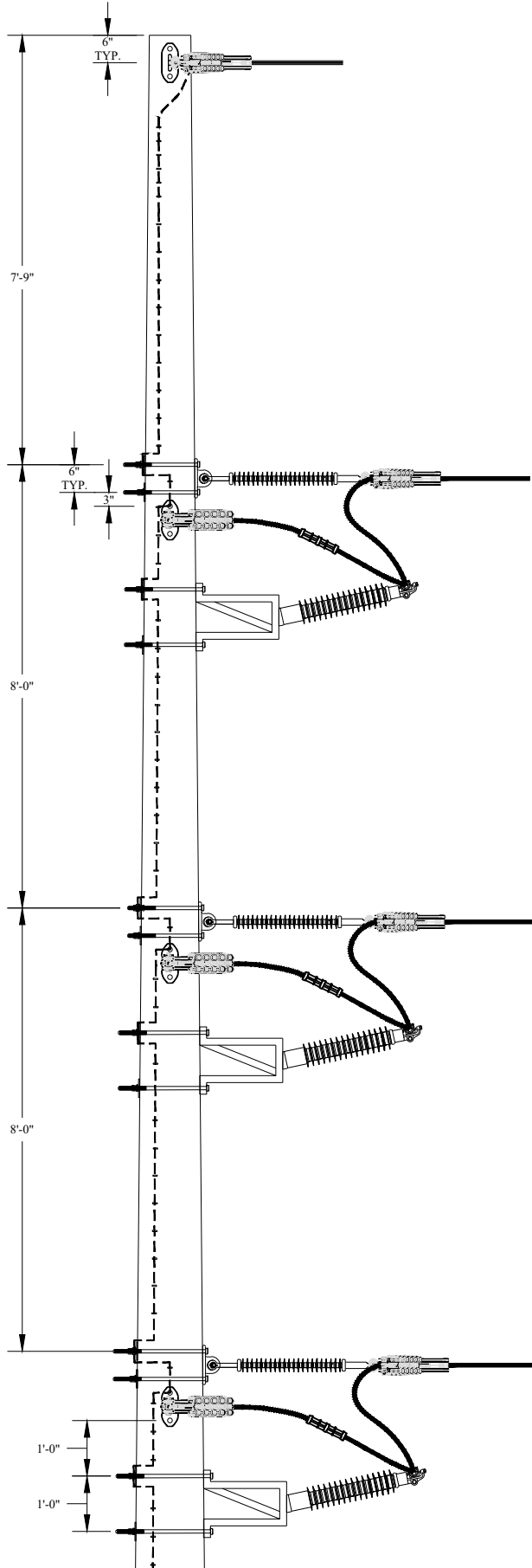
UNIT DRAWING  
69 kV TRANSMISSION LINE RELOCATION

S  
H  
E  
E  
T

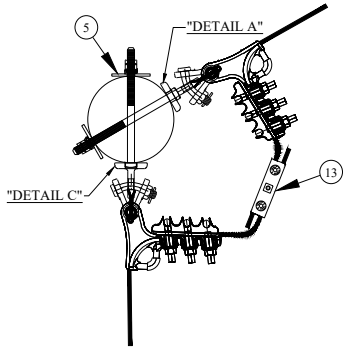
TP-69



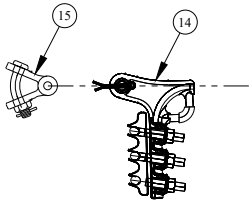
P:04\284\04\DWG\UNIT DWG\TS-5GA.DWG  
Plot Date: 10/10/2023 6:13:18 PM



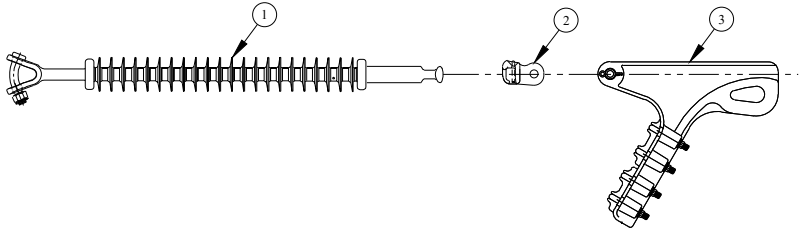
PLAN-PHASE



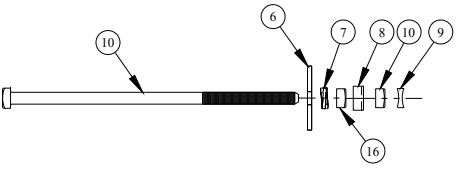
PLAN-STATIC



"DETAIL A"



"DETAIL B"



"DETAIL C"

MATERIAL LIST				
ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Deadend Suspension Insulator	-	-	6
2	Socket Eye, 30 Kip	Hubbell	SA07**	6
3	Deadend Quadrant Clamp, Phase (#4 To 266.8 ACSR)	Hubbell	SD57N**	6
4	Compression Connector, Jumper, Phase (3/0 ACSR Pigeon)	Burndy	YCS27R**	3
5	Deadend Tee, 6" Spacing	Hughes	2817-13	8
6	Washer, Square Flat, 13/16" Hole, 4" x 4" x 1/4"	Hubbell	6819	22
7	Washer, Double Coil, 3/4" Bolt Size	Hubbell	C2050187**	22
8	Bonding Clip, 3/4" Bolt Size	Hughes	2727.7**	11
9	Locknut, Type MF, 3/4" Bolt Size	Hubbell	3513	22
10	Bolt, Machine, 3/4" x Required Length, With Nut	Hubbell	89_ _	22
11	Horizontal Line Post Insulator	-	-	3
12	Armor Grip Support Clamp with Armor Rod (3/0 ACSR Pigeon)	Preformed	AGS-5200	3
13	3-Bolt Connector, Static (3/8" HSS)	Maclean	J929**	1
14	Deadend Quadrant Clamp (3/8" HSS)	Hubbell	SWDE55N**	2
15	Y-Clevis Eye, 90°, 19 Kip	Hubbell	YCS-04-90	2
16	Square Nut, 3/4"	Hubbell	55085P	22

\* AS REQUIRED  
\*\* OR APPROVED EQUAL

69 kV VERTICAL  
DOUBLE DEADEND  
LARGE ANGLE  
WOOD POLE

REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

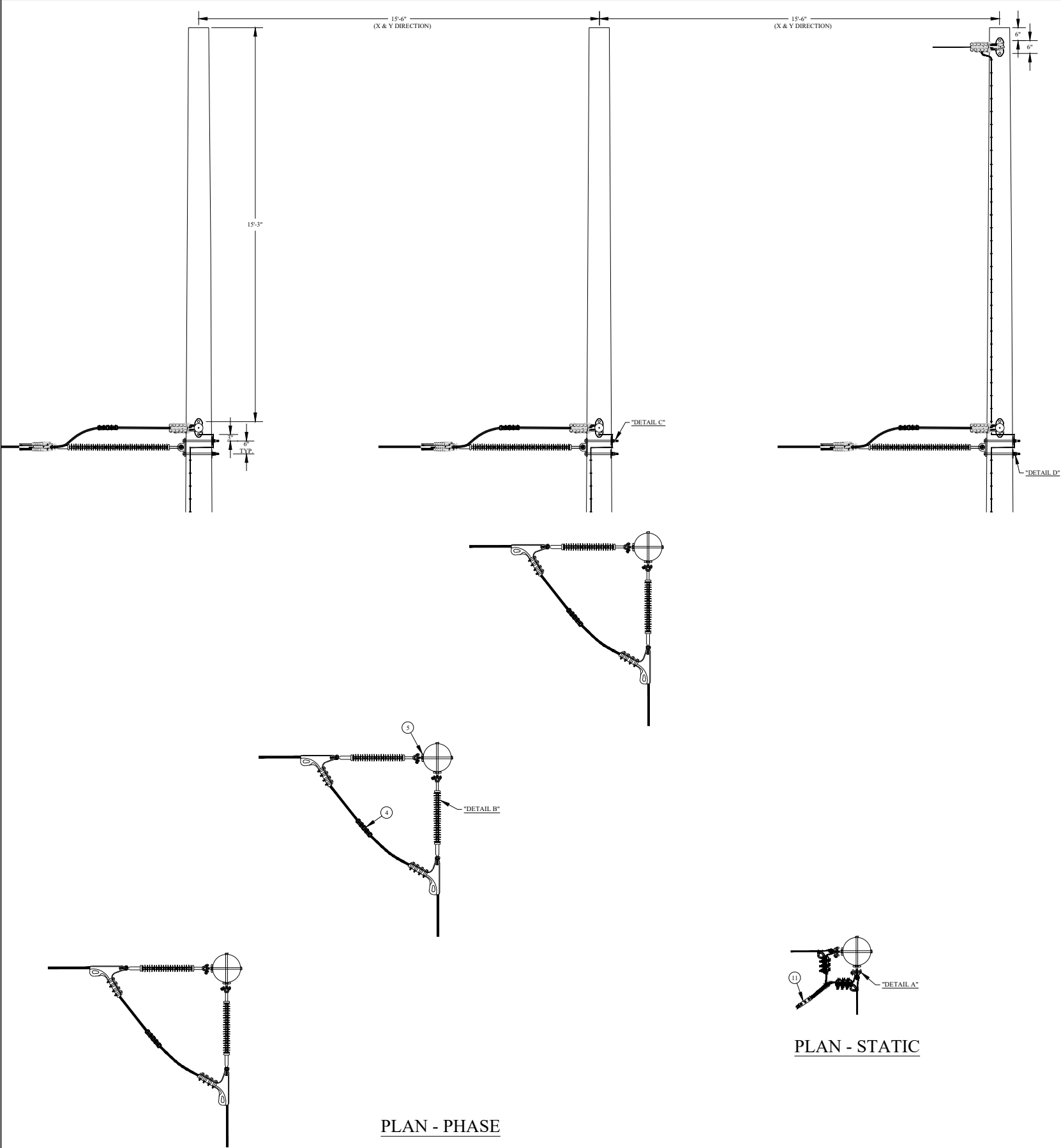
WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA

UNIT DRAWING  
69 kV TRANSMISSION LINE RELOCATION

S  
H  
E  
E  
T

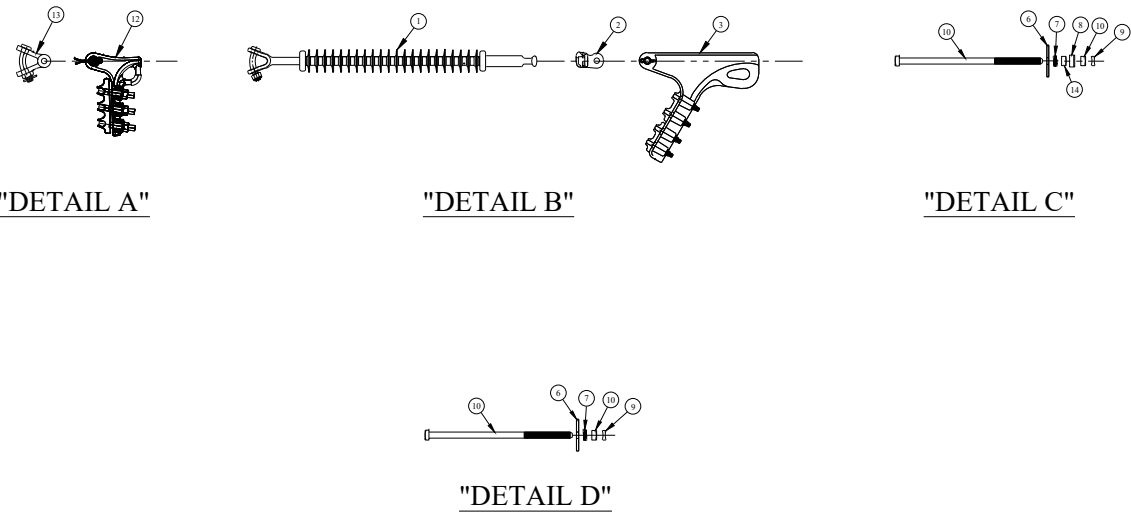
TS-5GA

Plot Date: 10/10/2023 6:09:04 PM  
P:041284104DWGUNIT DWG:TH-5.DWG



MATERIAL LIST				
ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Deadend Insulator, Polymer, 30 Kip	-	-	6
2	Socket Eye, 30 Kip	Hubbell	SA07**	6
3	Deadend Quadrant Clamp, Phase (#4 To 266.8 ACSR)	Hubbell	SD57N**	6
4	Compression Connector, Jumper, Phase (3/0 Pigeon ACSR)	Burndy	YCS27R**	3
5	Deadend Tee, 6" Spacing	Hughes	2817-13**	8
6	Washer, Square Flat, 13/16" Hole, 4" x 4" x 1/4"	Hubbell	6818**	16
7	Washer, Double Coil, 3/4" Bolt Size	Hubbell	C2050187**	16
8	Bonding Clip, 3/4" Bolt Size	Hughes	2727.7**	8
9	Locknut, Type MF, 3/4" Bolt Size	Hubbell	3513**	16
10	Bolt, Machine, 3/4" x Required Length, With Nut	Hubbell	89_ _**	16
11	3-Bolt Connector, Static (3/8" HSS)	Maclean	J929**	1
12	Deadend Quadrant Clamp (3/8" HSS)	Hubbell	SWDE55N**	2
13	Y-Clevis Eye, 90°, 19 Kip	Hubbell	YCS-04-90**	2
14	Square Nut, 3/4"	Hubbell	55085P**	8

\* AS REQUIRED  
\*\* OR APPROVED EQUAL



69 kV DOUBLE DEADEND  
DOUBLE CIRCUIT THREE-POLE  
STRUCTURE

REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA

552 of 567

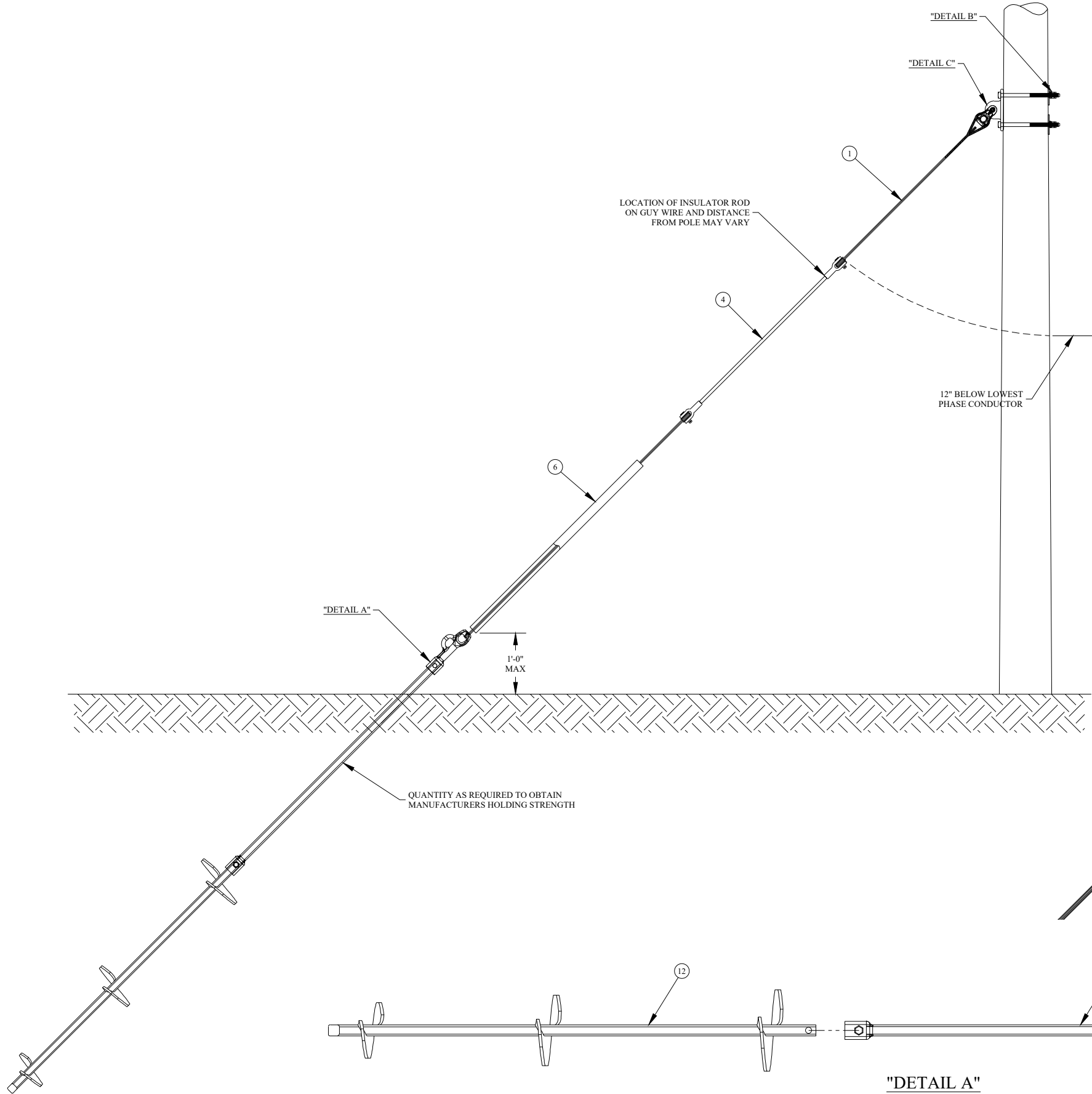
UNIT DRAWING  
69 kV TRANSMISSION LINE RELOCATION

S  
H  
E  
E  
T

TH-5



P:04\284\04\DWG\UNIT DWGS\E3-3\E5,D6.DWG Plot Date: 10/10/2023 6:08:16 PM

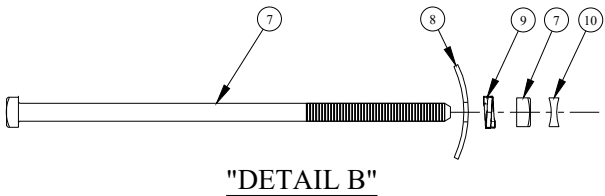
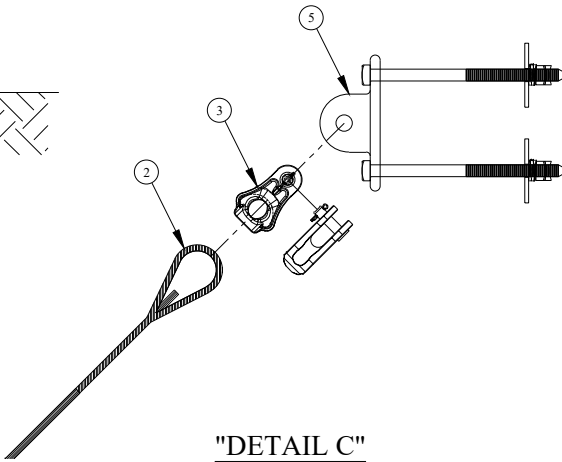


MATERIAL LIST (E3-3)				
ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Wire, 3/8" Extra High-strength Steel, Class B	National Strand	3/8 EHS **	*
2	Guy Grip, Wrap Type (3/8" EHS)	Preformed	GDE-1107	4
3	Thimble-Clevis, 35 Kip	Maclean	CT-88H**	1
4	Guy Strain Insulator, Clevis-Clevis with Rollers, 30 Kip	Hughes	CF695-78R2**	1
5	Deadend Tee, 6" Spacing	Hughes	2817-13**	1
6	Guy Guard, 8', Plastic, Orange	Preformed	PG5738	1
7	Bolt, Machine, 3/4" x Required Length, with Nut	Hubbell	89_ _**	2
8	Washer, Square Curved, 13/16" Hole, 4" x 4" x 3/16"	Hubbell	DF4W15**	2
9	Washer, Double Coil, 3/4"	Hubbell	C2050187**	2
10	Locknut, Type MF, 3/4"	Hubbell	3513**	2

MATERIAL LIST (D6)				
ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
11	Twin Eye Assembly, 1-1/2" Square Shaft	Maclean	D6604US**	1
12	Triple Helix, 8"-10"-12", 5'-6" Long, 1-1/2" Square Shaft	Maclean	D6636**	1

MATERIAL LIST (E5)				
ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
13	Rod Extension, 5' Long, 1-1/2" Square Shaft	Maclean	D6620U**	1

\* AS REQUIRED  
\*\* OR APPROVED EQUAL



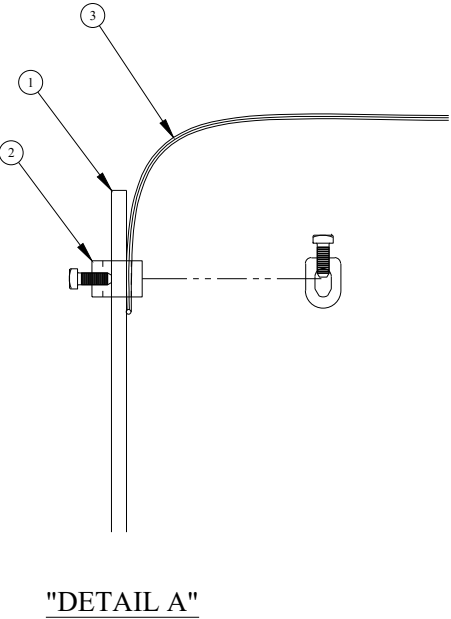
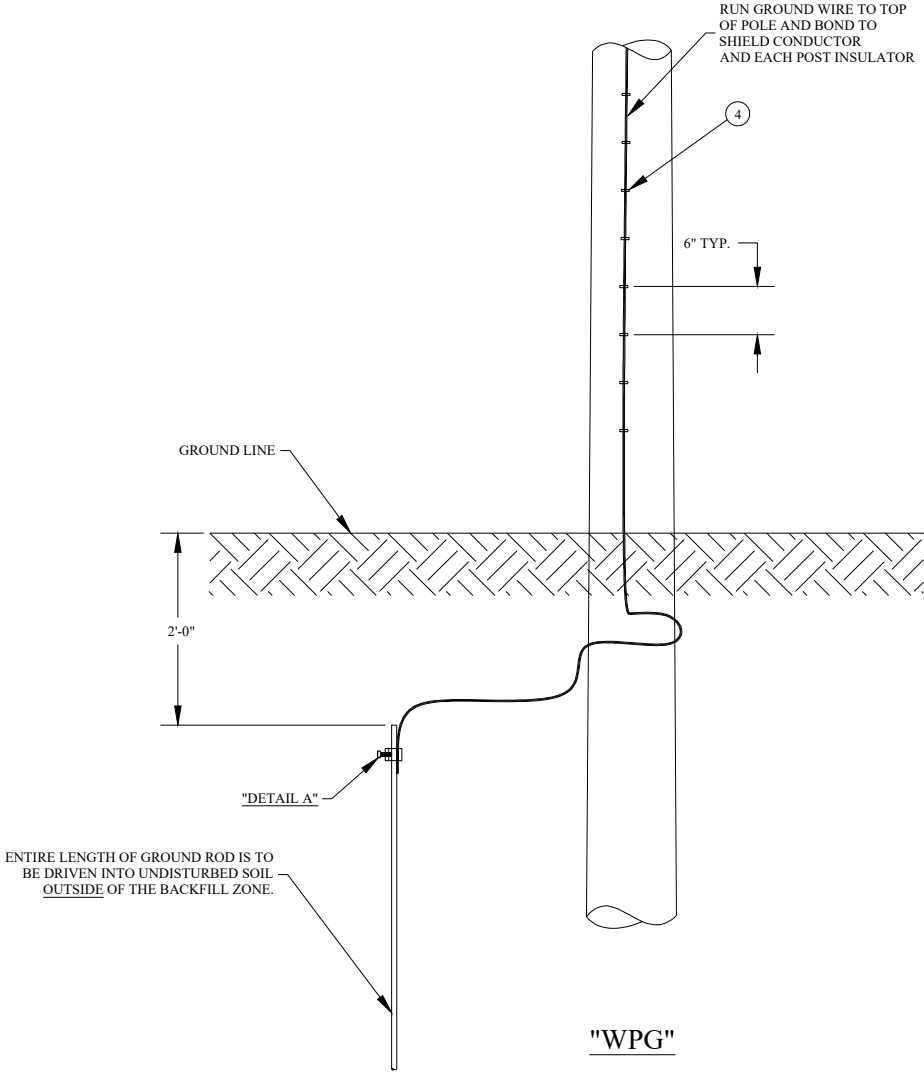
DOWN GUY  
INSULATED

REV	DATE	DESCRIPTION		Project Manager: ADK Designer: DYS Project Number: 428404 Phone: (712) 472-2531	WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA <b>553 of 567</b>	UNIT DRAWING 69 kV TRANSMISSION LINE RELOCATION	S H E E T	E3-3 E5 D6
A	10-12-2023	FOR QUOTES						

Plot Date: 10/10/2023 6:15:15 PM  
P:041284104DWGUNIT DWGS WPG.DWG

MATERIAL LIST (WPG)				
ITEM NO.	DESCRIPTION	MANUF.	CAT. NO.	QTY
1	Ground Rod 5/8" x 10'	Erico	615803	1
2	Ground Rod Clamp	Erico	CP58	1
3	Wire, #4 Bare Copper, Soft-Annealed, Stranded	Southwire	#4 CU.**	*
4	Staple, Copper Coated, Diamond Point 2" x 1/2" (Wood Pole Only)	Hubbell	9154	*

\* AS REQUIRED  
\*\* OR APPROVED EQUAL



WOOD POLE GROUND

REV	DATE	DESCRIPTION
A	10-12-2023	FOR QUOTES



Project Manager: ADK  
Designer: DYS  
Project Number: 428404  
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES  
WEBSTER CITY, IOWA

554 of 567

UNIT DRAWING  
69 kV TRANSMISSION LINE RELOCATION

S  
H  
E  
E  
T

WPG



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Adopt a Resolution Accepting and Executing Easement with Shiva Real Estate, LLC for the New Wastewater Treatment Plant Project

---

**SUMMARY:** Requesting permission to obtain a permanent easement from the Sahai Family to allow the city to install and maintain a sanitary sewer outfall for the new Wastewater Treatment Plant project.

**PREVIOUS COUNCIL ACTION:** Council has previously accepted and executed permanent easements for utility needs and city projects.

**BACKGROUND/DISCUSSION:** The City requires a permanent easement in order to install the sanitary sewer outfall pipe associated with the new Wastewater Treatment Plant project.

The easement has been secured at no cost to the City and staff is recommending the City Council accept the easement. Once the Council has accepted the easement, the City Clerk will file and record the easement at the Hamilton County Courthouse.

**FINANCIAL IMPLICATIONS:** No financial impacts are associated with accepting this easement.

**RECOMMENDATION:** Adopt a resolution accepting and executing easement with Shiva Real Estate, LLC.

**RESOLUTION NO. 2023 -**

**RESOLUTION ACCEPTING AND EXECUTING EASEMENT WITH SHIVA REAL ESTATE, LLC FOR THE NEW  
WASTEWATER TREATMENT PLANT PROJECT**

**WHEREAS**, Webster City provides wastewater treatment services to its residents; and

**WHEREAS**, the City is in the design phase of a new Wastewater Treatment Plant; and

**WHEREAS**, an easement is necessary to install the sanitary sewer outfall pipe associated with the new Wastewater Treatment Plant project; and

**WHEREAS**, the City wishes to accept the easement from Shiva Real Estate, LLC; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa as follows:

**SECTION 1:** Grants approval for easement identified in **Exhibit "A"** to be executed by all parties as listed.

Passed and adopted this 16th day of October, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

**Exhibit "A"**

**Easement with Shiva Real Estate**

### EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this 10<sup>th</sup> day of October, 2023, by and between Shiva Real Estate, LLC, a limited liability company organized and existing under the laws of the State of Iowa; Subhash Sahai Trust; and Anil Sahai Family Trust, whose addresses for purpose of this Agreement is 709 White Post Drive, Webster City, Iowa, 50595, hereinafter referred to collectively as Owners, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

WITNESSETH:

1. That the Owners, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual easement for the purpose of construction, reconstruction, operating, maintaining and removing all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain collectors, electric lines, electronic communication lines and any other form of utility whatsoever, on or under the surface of the ground, together with the right of ingress and egress in, under, across and along a property legally described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 88 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, SAHAI SECOND ADDITION AS SHOWN IN INST. #2018-709 IN THE HAMILTON COUNTY RECORDER'S OFFICE; THENCE N89°32'15"E, 1193.43 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING N89°32'15"E, 63.50 FEET ALONG SAID SOUTH LINE; THENCE S18°38'27"W, 119.01 FEET; THENCE S84°48'56"W, 65.59 FEET; THENCE N18°38'27"E, 124.73 FEET TO THE POINT OF BEGINNING., CONTAINING 0.17 ACRES;

AND

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, ALL IN, TOWNSHIP 88 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEBSTER CITY,



HAMILTON COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, SAHAI SECOND ADDITION AS SHOWN IN INST. #2018-709 IN THE HAMILTON COUNTY RECORDER'S OFFICE; THENCE N89°32'15"E, 1449.01 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1; THENCE S32°07'09"E, 48.67 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE S53°36'01"W, 73.95 FEET; THENCE S77°02'56"W, 83.95 FEET; THENCE S84°48'56"W, 115.13 FEET; THENCE CONTINUING S84°48'56"W, 65.59 FEET; THENCE S18°38'27"W, 234.10 FEET; THENCE S48°38'27"W, 106.22 FEET; THENCE S40°14'13"E, 252.21 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE N88°47'22"E, 48.06 FEET MORE OR LESS ALONG SAID SOUTH LINE TO THE CENTERLINE OF THE BOONE RIVER; THENCE N67°30'55"E, 23.80 FEET MORE OR LESS ALONG SAID CENTERLINE; THENCE N40°14'13"W, 230.89 FEET; THENCE N48°38'27"E, 63.46 FEET; THENCE N18°38'27"E, 243.88 FEET; THENCE N84°48'56"E, 130.41 FEET; THENCE N77°02'56"E, 92.21 FEET; THENCE N53°36'01"E, 77.93 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N32°07'09"W, 30.08 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRES.

2. The Owners and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owners to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owners.
  - (b) After construction or future maintenance, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by sodding or seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures removed or damaged by the City, its successors and assigns, during the course of construction, with exception of the following: NONE.
  - (c) The Owners agree that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, removal or repair of the utilities located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owners further agree that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
  - (d) The Owners agree that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized

fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

- (e) The City agrees that it will not assess back the costs of the public improvements to the Owners related to the City's use of the Easement Area granted herein.
- (f) The Owners hereby covenant with the City and does further represent to the City that the Owners hold the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owners covenant to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owners further relinquish all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (g) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owners, its successors or assigns, for any reason.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owners or its employees, agents or representatives.
- (j) The parties further agree that this Easement 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 Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 10<sup>th</sup> day of October, 2023.

**OWNERS**

Nutan Sahai  
Shiva Real Estate, LLC  
By: Nutan Sahai, Manager

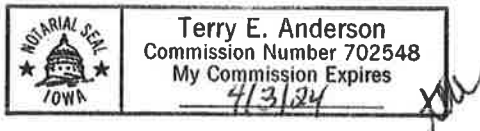
Sushma Sahai  
Shiva Real Estate, LLC  
By: Sushma Sahai, Manager

Subhash Sahai  
Subhash Sahai Trust  
By: Subhash Sahai, Trustee

Nutan Sahai  
Anil Sahai Family Trust  
By: Nutan Sahai, Trustee

STATE OF IOWA, COUNTY OF HAMILTON: ss

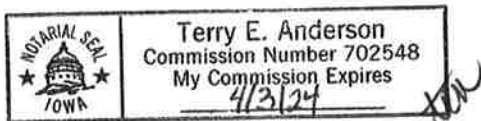
On this 10<sup>th</sup> day of October, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nutan Sahai and Sushma Sahai, to me personally known, who being by me duly sworn, did say they are the Managers of Shiva Real Estate, LLC; that the instrument was signed on behalf of the entity, by authority of its members, and that Nutan Sahai and Sushma Sahai acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the entity, by it voluntarily executed.



Terry E. Anderson  
Notary Public in and for the State of Iowa.

STATE OF IOWA, COUNTY OF HAMILTON: ss

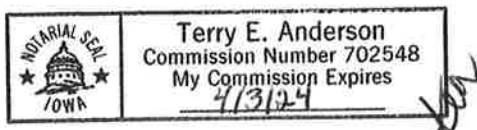
On this 10<sup>th</sup> day of October, 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Subhash Sahai, Trustee of the Subhash Sahai Trust, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Terry E. Anderson  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this 10<sup>th</sup> day of October, 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Nutan Sahai, Trustee of the Anil Sahai Family Trust, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Terry E. Anderson  
Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

\_\_\_\_\_  
John Hawkins, Mayor

**ATTEST:**

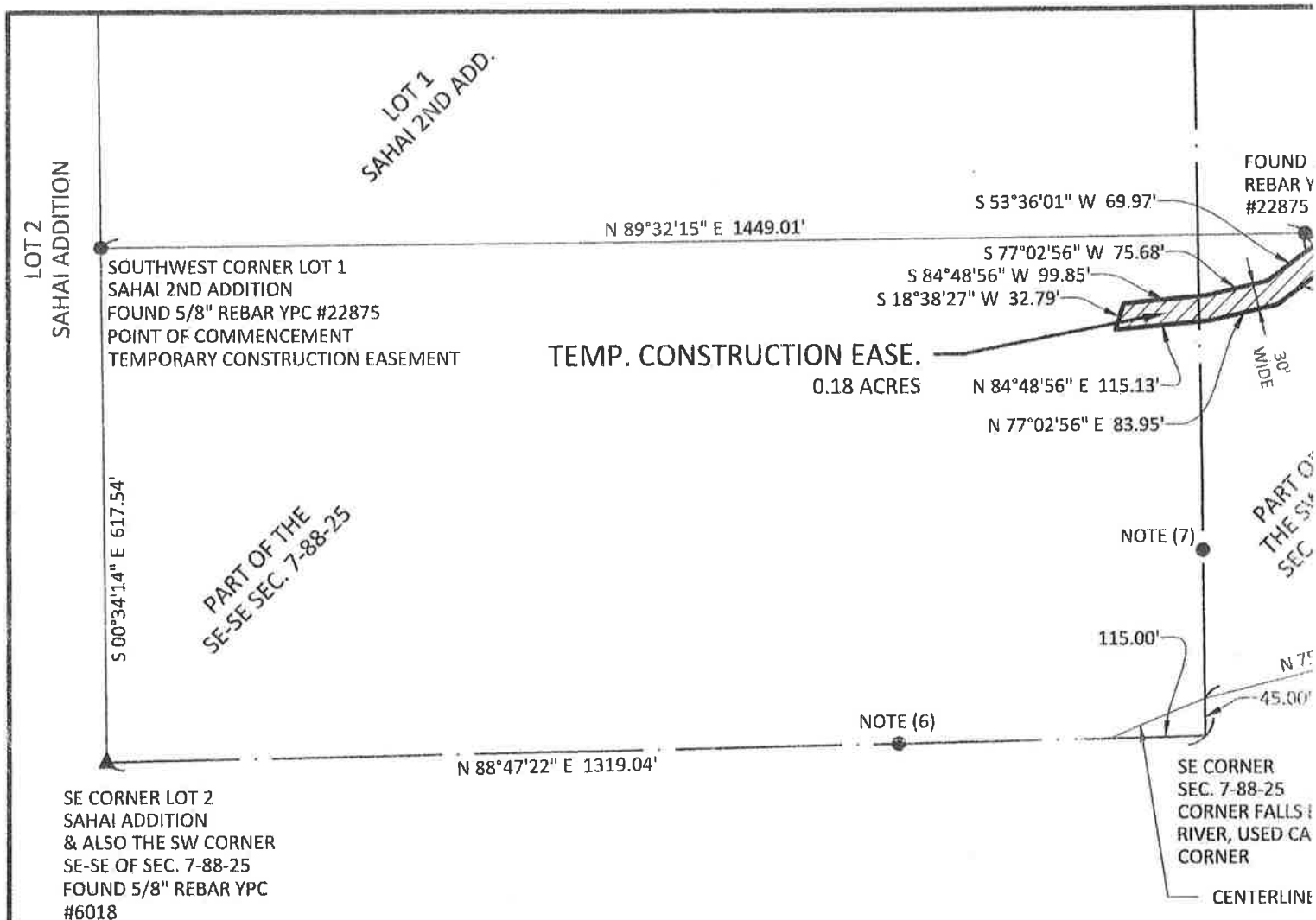
\_\_\_\_\_  
Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour 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.

INDEX LEGEND	
LOCATION	PART OF THE SE1/4 SEC. 7-88-25 & PART OF THE SW1/4 SEC. 8-88-25, ALL IN, HAMILTON COUNTY, IOWA
REQUESTOR:	CITY OF WEBSTER CITY
PROPRIETOR:	NUTAN SAHAI & SUSHMA SAHAI
SURVEYOR:	LUKE D. AHRENS, P.L.S. #24413
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	LUKE D. AHRENS, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100



#### TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7 AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, ALL IN, TOWNSHIP 88 NORTH, RANGE 25 WEST OF THE 5TH P.M., CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA, AND BEING MORE PARTICULARLY:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, SAHAI SECOND ADDITION AS SHOWN IN INST. #2018-709 IN THE HAMILTON COUNTY RECORDS; THENCE N 89°32'15" E, 1449.01 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1; THENCE S 32°07'09" E, 18.58 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE S 53°36'01" W, 69.97 FEET; THENCE S 77°02'56" W, 75.68 FEET; THENCE S 84°48'56" W, 99.85 FEET; THENCE S 18°38'27" W, 32.79 FEET; THENCE N 84°48'56" E, 115.13 FEET; THENCE N 77°02'56" E, 83.95 FEET; THENCE N 53°36'01" E, 73.95 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE N 32°07'09" W, 30.08 FEET ALONG SAID WESTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, CONTAINING 0.18 ACRES.







## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Daniel Ortiz-Hernandez, City Manager

**DATE:** October 16, 2023

**RE:** Van Diest Supply Water Service Request

---

**SUMMARY:** Van Diest Supply Company must meet fire suppression requirements outlined by their insurance provider. In order to meet fire suppression requirements, upgrades to the existing water service must be made. Snyder & Associates evaluated potential options for adequate fire suppression needs to be met. Van Diest Supply Company would prefer to proceed with the installation of a 250,000 gallon water tower at the existing booster station location.

**PREVIOUS COUNCIL ACTION:** City council previously approved the construction of a water booster station and water main associated with providing services to Van Diest Supply Company August 2, 1999.

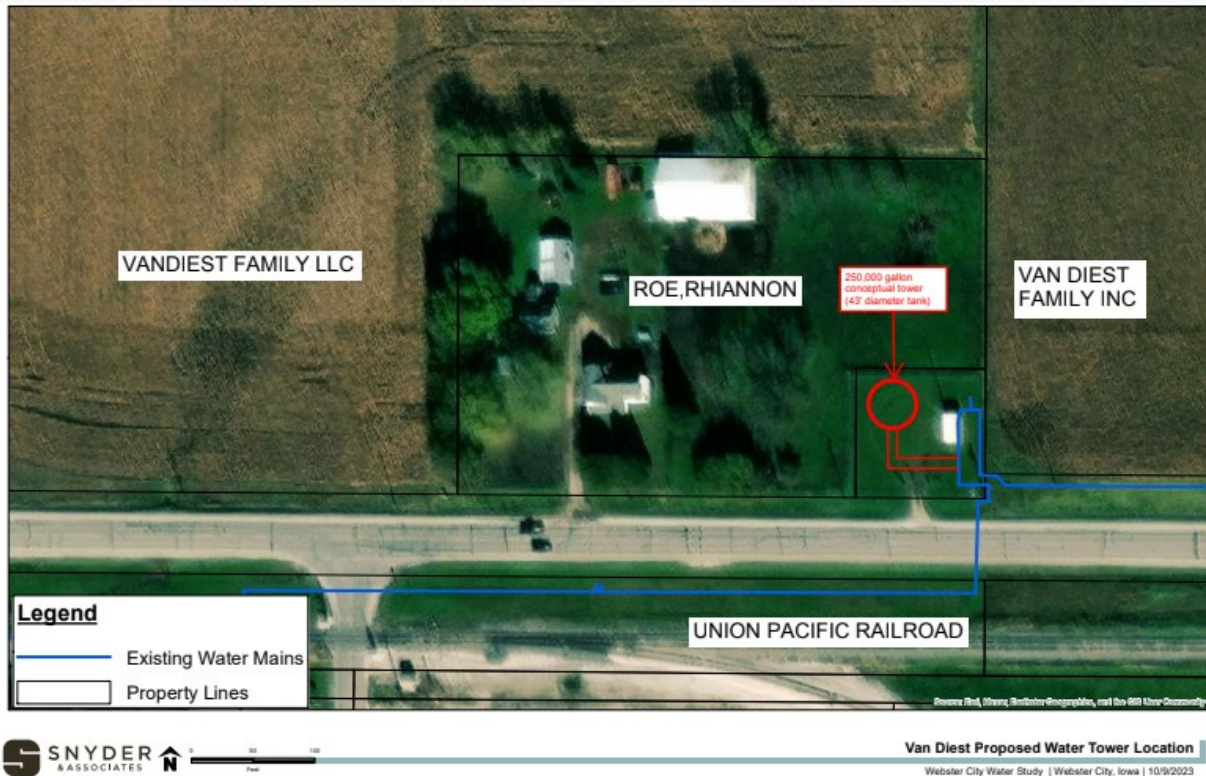
### **BACKGROUND/DISCUSSION:**

Van Diest Supply Company recently became aware of fire suppression requirements outlined by their insurance provider that are not being met. Because of this, Van Diest Supply Company must proceed with upgrades to existing water service infrastructure in order to meet existing fire suppression requirements. Van Diest Supply Company is located outside of the City limits, but within the City's two-mile jurisdiction. The City currently serves Van Diest Supply Company via a 12" water main and a booster pump station located at 1447 220<sup>th</sup> Street. The City currently owns and operates both the booster pump station and the 12" water main that services Van Diest Supply Company. The parcel on which the booster pump station is located is approximately .24 acres.

Recently, Van Diest Supply Company procured the services of Snyder & Associates to perform a water system preliminary engineering report to evaluate fire flow availability related to the Insurance Service Office requirements and system redundancy. Snyder performed hydraulic modeling to analyze the existing system and proposed water system improvements needed to attain required fire flow to their buildings.

As part of this evaluation, Snyder recommended the installation of a redundant water main parallel to the existing water main. Van Diest Supply Company prefers to pursue the construction and installation of a 250,000 gallon water tower to be owned and maintained by Van Diest Supply Company and to utilize the existing booster station to fill the tower and future ownership/operation of the facility.

Snyder has proposed to install the water tower on City land next to the booster station at 1447 220<sup>th</sup> Street as reflected in red in the image below.



City staff has evaluated this request and recommends the City Council proceed with evaluating the option to sell the parcel located at 1447 220<sup>th</sup> Street. Included with the sale would be the booster station and appurtenances. In addition, City staff proposes the City Council also sell the 12" water main from the booster station to Van Diest Supply Company. As part of the sale, staff would request to maintain access to the water meter and pursue the installation of an AMI compatible water meter to record water usage associated with the service. We have checked in with Municipal Supply to see if the radio frequency would reach this area and they have indicated it will. The associated costs to install an AMI meter are approximately \$7,000.

**FINANCIAL IMPLICATIONS:** The financial implications are unknown at this time.

**RECOMMENDATION:** City staff recommends the City Council proceed with evaluating the option to sell the land in which the booster station is located, along with the booster station, and associated water main line that services Van Diest Supply Company.



