



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
March 18, 2024 - 6:00 p.m.

This meeting will be open to the public and can be viewed live on the City facebook page <https://www.facebook.com/cityofwebstercity/> or viewed on the City of Webster City website <https://webstercity.com/government/city-council/city-council-meetings/> the morning following the meeting.

CALL TO ORDER

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

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 [MARCH 4](#) and [MARCH 6](#), 2024
- b. [RESOLUTION](#) on [PAYROLL](#) for pay period ending March 9, 2024 and paid on March 15, 2024
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. Wastewater & Water [REPORTS](#) for February 2024
- e. Police Department [ACTIVITY REPORT](#) for February 2024 [CITATIONS BY APPROACH](#) for February 2024
- f. Fire Department [REPORT](#) for February 2024
- g. Hamilton County Solid Waste Commission Meeting [AGENDA](#) – March 13, 2024
- h. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:
 - Approve Ownership Update Amendment for Kwik Trip #924 (Kwik Star), 505 Fair Meadow Drive
 - Special Class C Retail Alcohol License – 5-Day Licenses for Top of Iowa Lucky Wife, LLC for participation in the Webster City Chamber of Commerce Market Nights for the following dates in 2024: June 6, June 20, June 27, July 11, July 25, August 1, August 8, August 15, August 22 and August 29.
- i. Council Committee Reports
- j. Other reports and recommendations

City Council Meeting Agenda, March 18, 2024

3. GENERAL AGENDA

Public Hearing(s) – 6:05 p.m.

a. Public Hearing pertaining to the disposal of City-Owned Property in Brewer Creek Estates 6th Addition (Lots 11, 12, 13, 14, 15 & 16) (Ridge Development, LLC)

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing and approving execution of a Purchase Agreement for the Sale of Lots in Brewer Creek Estates 6th Addition between the City of Webster City and Ridge Development, LLC. (Lots 11, 12, 13, 14, 15 & 16) [AGREEMENT](#)

b. Public Hearing pertaining to the disposal of City-Owned property in Brewer Creek Estates 6th Addition (Lots 21, 22, 23 & 24) (Green Stream Homes of Iowa, LLC)

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing and approving execution of a Purchase Agreement for the Sale of Lots in Brewer Creek Estates 6th Addition between the City of Webster City and Green Stream Homes of Iowa, LLC. (Lots 21, 22, 23 & 24) [AGREEMENT](#)

c. Appointment of David Engstrom to the Civil Service Commission for the four-year term beginning April 1, 2024 and ending April 3, 2028.

d. [COUNCIL MEMORANDUM](#) Motion setting Public Hearing for the Property Tax Levy. [NOTICE](#)
(April 1, 2024 - 5:45 p.m.)

e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) providing for Notice of Hearing on proposed plans and specifications for Land Grading Services needed for construction of the Reisner Substation.
(May 6, 2024 - 6:05 p.m.) [NOTICE](#) [Notice OF LETTING](#) [BID LETTING PACKET](#)

f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) providing for Notice of Hearing on proposed plans and specifications for Miscellaneous Major Substation Materials needed for Construction of the Reisner Substation.
(May 6, 2024 - 6:10 p.m.) [NOTICE](#) [Notice TO BIDDERS](#) [BID LETTING PACKET](#)

g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Recreation and Public Grounds Director to purchase a RAM 2500 Truck from Karl Chevrolet. [WINDOW STICKER](#)

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Amendment No. 29 with Snyder and Associates to provide professional services needed for Routine Bridge Inspections and Associated Reports. [AMEND 29](#)

i. Presentation on 2023-2024 Sanitary Sewer [REPORT](#)

j. Discussion on Streets

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 March 4, 2024 – 6:00 p.m.

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on March 4, 2024 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 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

Linda Philbrook shared her appreciation to the Line Department for re-installing the street light at the Fair Meadow Drive intersection off of Beach Street that had previously been damaged.

MINUTES AND CLAIMS

It was moved by McKinney and seconded by Hansen that the following motion and Resolutions (a-c) be approved and adopted collectively:

- a. That the meeting minutes of February 19, 2024 be approved.
- b. That Resolution No. 2024-032 approving Payroll for the period ending February 24, 2024 and paid on March 1, 2024 in the amount of \$189,777.89 be passed and adopted.
- c That Resolution No. 2024-033 approving bills paid in the amount of \$3,754,287.83 be passed and adopted and the Fund List be approved.
- d Council Committee Reports – None brought forth
- e. Other reports and recommendations – None brought forth.

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

GENERAL AGENDA

a. Council discussed the Webster City Community Theatre request on sidewalk replacement on the corner of Willson Avenue and Bank Street.

It was moved by McFarland and seconded by Hansen that 25% or \$3,069.50 of the cost of replacement be granted to Webster City Community Theatre to repair the sidewalk at the intersection of Willson Avenue and Bank Street to bring to ADA Compliance with the amount to be paid from the Hotel Motel Tax Fund.

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

b. It was moved by Welch and seconded by McKinney that Resolution No. 2024-034 Directing Publication of Gross Wage Salaries for Full Time and Part Time City Employees for the Calendar Year 2023 be passed and adopted.

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

c. It was moved by Welch and seconded by McFarland that Resolution No. 2024-035 accepting permanent easements from the owners of 609 Oak Park Drive and 605 Parkway Drive in connection with Electrical Underground Conversion be passed and adopted.

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

City Council Meeting Minutes, March 4, 2024

d. It was moved by McFarland and seconded by Hansen that Resolution No. 2024-036 relating to the financing of proposed projects to be undertaken by the City of Webster City, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code be passed and adopted.

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

e. It was moved by McKinney and seconded by Hansen that Resolution No. 2024-037 approving Change Order No. 4.2, accepting the completion of the Water Treatment Facility Improvements Project and authorizing Final Payment (Pay Applications #9 & #11) of \$78,488.15 for work completed, including retainage amount of \$34,430.70, to Peterson Construction, Webster City, Iowa be passed and adopted.

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

f. It was moved by McKinney and seconded by Welch that Resolution No. 2024-038 authorizing the Mayor to sign and execute Change Order No. 5 with Peterson Construction for the Wilson Brewer Courthouse Structural Improvement Project be passed and adopted.

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

g. It was moved by McFarland and seconded by Hansen that Resolution No. 2024-039 authorizing the Mayor to sign and execute Change Order No. 4 for the Lincoln Drive Reconstruction Project be passed and adopted.

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

h. It was moved by Hansen and seconded by McKinney that Resolution No. 2024-040 authorizing the City Manager to sign and execute a Purchase Agreement for the purchase of property located at 547 Second Street and 612 Willson Avenue, Webster City, Iowa, in the amount of \$10,000.00 be passed and adopted.

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

i. It was moved by McKinney and seconded by Hansen that Resolution No. 2024-041 setting March 18, 2024 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa as the time and place for a Public Hearing pertaining to the disposal of City-Owned Property in Brewer Creek Estates 6th Addition (Lots 11, 12, 13, 14, 15 & 16 – Ridge Development) be passed and adopted.

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

The developer has also requested City Council consider a cap of \$2,000 for building permit including all associated trade permits per dwelling for this purchase. Interim City Manager and staff will research comparisons of permit fees and share with Council. The Purchase Agreement would outline any such language pertaining to permit fees prior to approval by Council.

j. It was moved by Welch and seconded by Hansen that Resolution No. 2024-042 setting March 18, 2024 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa as the time and place for a Public Hearing pertaining to the disposal of City-Owned property in Brewer Creek Estates 6th Addition (Lots 21, 22, 23 & 24 - Green Stream Homes of Iowa, LLC) be passed and adopted

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

k. It was moved by McFarland and seconded by Hansen to discontinue public availability to Zoom City Council Meetings.

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

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OTHER ITEMS SENT TO COUNCIL

a. The City Attorney report/update of 2-28-24 was previously given to Council for review.

It was moved by Hansen and seconded by McKinney that council adjourn.

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

The March 4, 2024 Regular City Council Meeting stood adjourned at 6:34 p.m.

CITY COUNCIL PUBLIC MEETING/WORK SESSION MINUTES
Webster City, Iowa March 6, 2024 – 5:30 p.m.

The City Council met for a special Public Meeting/Work Session at the City Hall, Webster City, Iowa at 5:30 p.m., on March 6, 2024, upon call of the Mayor and the advance agenda.

1. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers the following: Mayor John Hawkins and Council Members Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

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

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

3. Mayor John Hawkins led the Pledge of Allegiance.

4. A Work Session was held on the 2024-2025 proposed Budget. Also in attendance for the Work Session were Interim City Manager John Harrenstein, Finance Director Dodie Wolfgram and City Clerk Karyl Bonjour. Bob Oliver of the Daily Freeman Journal was also present along with a couple members from the public.

Finance Director Wolfgram provided details of the proposed FY2025 Property Tax Levy which included use of some reserves for Benefits. Consensus of Council was to move forward with the proposed levy of 18.14, which is a decrease from the 19.74 levy last year, and to proceed in setting the required public hearing.

Interim City Manager John Harrenstein provided working draft documents and overviews of the following: General Fund, Road Use Tax Fund, Capital Improvement Reserve Fund/Sales Tax Fund (LOSST), Electric Fund, Water Fund and Sewer Fund. Discussion was held with Council on the current and future status of equipment purchases, improvements and projects from the various funds. There was a consensus of Council to proceed with a revision to the Wastewater Facility Assessment to be completed within six months.

Interim Harrenstein also presented information on request from the Chamber of Commerce for additional funding above what the City is currently contributing.

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

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

The March 6, 2024 Special Public Meeting/Work Session stood adjourned at 7:42 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2024 - xxx

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

That the payroll for the 80-hour period ending March 9, 2024 and paid on March 15, 2024 aggregating the sum of \$188,606.42 herewith presented, be and the same is hereby approved.

Passed and adopted this 18th day of March, 2024.

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
60722	CHELESVIG, BETH A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,177.51
61245	DINSDALE, ASHLEY J.	1,941.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,252.45
20036	HARRENSTEIN, JOHN	6,403.85	80.00	.00	.00	.00	.00	.00	250.00	.00	4,720.62
60003	SMITH, ELIZABETH A.	2,283.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,603.75
Total CITY MANAGER:											
		4	13,873.45	320.00	.00	.00	.00	.00	.00	250.00	9,754.33
30980	STRONER, BRIAN M.	2,935.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,096.36
Total ENVIRONMENTAL/SAFETY:											
		1	2,935.20	80.00	.00	.00	.00	.00	.00	.00	2,096.36
61164	BONJOUR, KARYL K.	2,336.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,574.45
61238	HAGLUND, DENISE D.	1,733.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,214.94
61241	JOHNSON, LAURA A.	1,603.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,134.65
61190	NERLAND, DEDRA R.	2,221.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,521.87
61163	PEVESTORF, ELIZABETH J.	2,096.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,576.75
61258	QUINTEROS, KAILEE L.	1,520.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,206.48
30329	WOLFGGRAM, DOREEN A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,298.21
Total FINANCE OFFICE:											
		7	14,756.80	560.00	.00	.00	.00	.00	.00	.00	10,527.35
40857	DOOLITTLE, KENDALL J.	40.00	.00	.00	.00	.00	.00	40.00	.00	34.46	.00
41263	ESTLUND, JEROMY J.	2,591.68	112.00	.00	.00	.00	.00	.00	.00	.00	1,894.70
41395	FEICKERT, DAKOTA L.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	51.68
41038	FERGUSON, WILLIAM M.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41300	FOX, JEFFREY A.	337.50	20.50	.00	.00	.00	.00	30.00	.00	.00	282.14
41530	HANSON, CONNER	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
40971	HAYES, BRANDON W.	2,688.70	115.00	.00	.00	.00	.00	.00	.00	.00	1,964.56
41445	HAYES, HARRISON W.	180.00	.00	.00	.00	.00	.00	180.00	.00	155.05	.00
41441	HAYES, HUNTER W.	480.00	24.00	.00	.00	.00	.00	120.00	.00	.00	413.47
40031	HOLST, RONALD W	100.00	.00	.00	.00	.00	.00	100.00	.00	86.14	.00
41192	JESSEN, PHILLIP N.	480.00	24.00	.00	.00	.00	.00	120.00	.00	351.53	.00
41460	LEHMAN, MICHEAL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	3.47
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	1,733.56
41400	STANSFIELD, CHARLES T.	3,209.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,209.76
41029	STEWART, EARL L	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41088	TOLLE, PAUL A.	66.00	.00	.00	.00	.00	.00	66.00	.00	56.85	.00
41540	WAGNER, JORDAN J.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41213	WILLIAMS, ZACHARY W.	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	37.90
40815	WILLS, DON H.	88.00	.00	.00	.00	.00	.00	88.00	.00	66.26	.00
41340	YOUNGDALE, COLE C.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41270	ZEHNER, DONALD F.	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	40.63
Total FIRE DEPARTMENT:											
		23	13,377.00	487.50	.00	.00	.00	1,260.00	.00	842.64	8,855.43
61240	WINTER, KIRBY L.	4,089.61	80.00	.00	.00	.00	.00	.00	20.00	.00	2,875.34
Total INFORMATION SYSTEMS:											
		1	4,089.61	80.00	.00	.00	.00	.00	20.00	.00	2,875.34

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
31210	BARNES, DERRICK S.	3,352.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,316.65
31185	CASEY, DANA R.	3,372.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,209.53
31190	DAYTON, BRYAN K.	3,344.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,300.95
30678	DICKINSON, ADAM L.	4,389.44	88.00	.00	.00	.00	.00	.00	.00	.00	3,026.27
31230	MC COLLOUGH, DOUGLAS J.	3,346.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,365.32
31184	MOURTON, RUSSELL E.	3,373.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,982.13
31240	NEWMAN, BRADY N.	2,738.56	88.00	.00	.00	.00	.00	.00	.00	.00	1,985.50
31186	ORTON, RYAN D.	4,195.80	91.00	.00	204.12	.00	.00	.00	.00	.00	2,789.11
30918	PARKHILL, MARTY E.	3,916.44	84.00	.00	273.24	.00	.00	.00	.00	.00	2,725.83
Total LINE DEPARTMENT:											
		9	32,028.24	751.00	.00	477.36	.00	.00	.00	.00	21,701.29
30976	MADSEN, TODD M.	1,916.47	82.00	.00	69.27	.00	.00	.00	.00	.00	1,409.91
31188	PASCHKE, RODNEY A.	1,782.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,210.77
Total METER DEPARTMENT:											
		2	3,698.87	162.00	.00	69.27	.00	.00	.00	.00	2,620.68
61250	BERTRAN, ARIEL L.	2,694.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,897.90
Total PLANNING/ZONING:											
		1	2,694.40	80.00	.00	.00	.00	.00	.00	.00	1,897.90
41169	CLARK, TERRI L.	1,529.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,144.17
41480	DILLEY, JEAN M.	1,636.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,112.17
41543	GAFKJEN, MADISON N.	1,626.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,234.97
41544	HUNTER, EMMA M.	1,552.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,194.94
41390	NOWELL, TANNER J.	2,217.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,601.35
41475	RUSH, DEBORAH G.	1,889.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,316.43
41510	WHITEHILL, AUDRIANA G.	1,627.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,146.11
Total POLICE DEPARTMENT-D:											
		7	12,079.20	560.00	.00	.00	.00	.00	.00	.00	8,750.14
41430	BASINGER, RYAN A.	2,637.24	84.00	.00	.00	.00	.00	.00	.00	.00	1,936.73
41535	HOLCOMBE, IAN J.	2,393.23	85.00	41.79	.00	.00	.00	.00	.00	.00	1,621.29
41191	HOUGE, CLINTON J.	3,317.64	96.00	570.96	.00	.00	.00	.00	.00	.00	2,349.99
41453	LEHMAN, MICHEAL L.	3,126.78	96.00	548.82	.00	.00	.00	.00	.00	.00	2,279.21
41230	MCKINLEY, ERIC K.	2,891.56	84.00	.00	.00	.00	.00	.00	.00	.00	2,126.83
41110	MORK, SHILOH B.	3,637.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,458.91
41471	MOURLAM, DALTON G.	2,497.36	84.00	.00	.00	.00	.00	.00	.00	.00	1,797.09
41225	PRITCHARD, BRANDON D.	2,859.08	98.00	.00	.00	.00	.00	.00	.00	.00	2,041.90
41426	ROSE, DYLAN M.	2,572.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,733.57
41537	STURM, CIARA L.	1,994.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,625.15
41450	THUMMA, STEVEN L.	2,778.17	88.50	205.81	.00	.00	.00	.00	.00	.00	1,732.48
41495	WATKINS, MARK D.	3,212.10	96.00	564.30	.00	.00	.00	.00	.00	.00	2,381.18
Total POLICE DEPARTMENT-O:											
		12	33,917.60	1,055.50	1,931.68	.00	.00	.00	.00	.00	24,084.33
81776	MEYERS, STEVEN R.	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,312.12
51195	RODEN, JACOB J.	2,140.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,490.06
Total PUBLIC GROUNDS:											
		2	3,860.80	160.00	.00	.00	.00	.00	.00	.00	2,802.18

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
61255	DRUBE, DERRICK DANIEL	2,201.15	82.00	.00	79.55	.00	.00	.00	.00	.00	1,573.03
81745	KEANE, ROSS M.	680.00	40.00	.00	.00	.00	.00	.00	.00	.00	576.64
Total PUBLIC WORKS:											
		2	2,881.15	122.00	.00	79.55	.00	.00	.00	.00	2,149.67
81763	BAHRENFUSS, BREANNA LEE	26.00	2.00	.00	.00	.00	.00	.00	.00	.00	24.01
81750	BEAULIEU, ADDYSON JOY	27.56	2.25	.00	.00	.00	.00	.00	.00	25.45	.00
81653	BINDER, MEREDITH K.	540.25	38.50	.00	.00	.00	.00	.00	.00	.00	464.94
81726	BINDER, RILEY K.	85.75	7.00	.00	.00	.00	.00	.00	.00	.00	79.19
81743	DINSDALE, SOPHIE J.	469.25	37.25	.00	.00	.00	.00	.00	.00	.00	433.36
81746	GALLETINE, OLIVIA M.	147.00	12.00	.00	.00	.00	.00	.00	.00	135.76	.00
70107	GLASCOCK, MARK A.	1,964.61	82.00	.00	71.01	.00	.00	.00	.00	.00	1,322.69
81774	GRAMBLIN, ELIZABETH A.	120.00	10.00	.00	.00	.00	.00	.00	.00	.00	110.82
81772	HANSEN, MIA A.	78.25	6.25	.00	.00	.00	.00	.00	.00	72.27	.00
81753	HEDEEN, MARISSA KAY	61.75	4.75	.00	.00	.00	.00	.00	.00	.00	52.02
81667	LAMB, MITCHELL S.	758.88	59.25	.00	.00	.00	.00	.00	.00	.00	571.14
70975	LESHER, BREANNE M.	3,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,178.98
81651	LINDSTROM, SARAH J.	49.00	4.00	.00	.00	.00	.00	.00	.00	.00	42.17
81689	NELSEN, DENISE L.	765.16	44.00	.00	.00	.00	.00	.00	.00	.00	642.49
81754	ORTON, ADDILYN LASHAE	73.50	6.00	.00	.00	.00	.00	.00	.00	.00	62.87
81742	OUSERSON, ERIN A.	97.50	7.50	.00	.00	.00	.00	.00	.00	.00	90.04
81744	PECK, EMMA G.	39.81	3.25	.00	.00	.00	.00	.00	.00	.00	34.26
81748	PETERSON, AVA	12.25	1.00	.00	.00	.00	.00	.00	.00	.00	11.31
81771	PETERSON, ELLIE	24.50	2.00	.00	.00	.00	.00	.00	.00	.00	22.62
31195	PETERSON, RICK E.	1,912.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,365.91
81665	PRUISMANN, LINDA A.	769.51	44.25	.00	.00	.00	.00	.00	.00	.00	605.32
81470	SPELLMEYER, WILLIAM C.	353.57	24.25	.00	.00	.00	.00	.00	.00	279.28	.00
Total RECREATION:											
		22	11,508.10	557.50	.00	71.01	.00	.00	.00	512.76	8,114.14
51187	BAHRENFUSS, BRANDON D.	3,293.91	86.00	.00	333.10	.00	.00	.00	.00	.00	2,316.68
51210	DANIELS, JACOB S.	2,104.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,475.46
51225	JONDAL, KOOPER M.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,522.96
51220	KLIEGL, SHAWN A.	1,987.02	82.00	.00	71.82	.00	.00	.00	.00	.00	1,422.00
51190	RATCLIFF, BRETT D.	2,216.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,540.72
51230	SCHUEERMANN, RILEE C.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,459.63
51184	WILLIAMS, ZACHARY W.	2,439.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,700.91
Total STREET DEPARTMENT:											
		7	16,121.73	568.00	.00	404.92	.00	.00	.00	.00	11,438.36
30772	DINGMAN, CHAD M.	2,681.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,968.69
30977	JACKSON, JEFFREY S.	2,289.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,620.05
31179	WEST, JOHN A.	2,221.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,696.67
Total WASTEWATER:											
		3	7,192.96	248.00	.00	.00	.00	.00	.00	.00	5,285.41
31189	CHAMBERS, TODD A.	2,549.76	82.00	.00	92.16	.00	.00	.00	.00	.00	1,724.09
31220	FARWELL, GREGORY A.	2,685.13	89.00	.00	.00	.00	.00	.00	.00	.00	1,903.95
31215	KNOWLES, NICHOLAS A.	3,819.40	83.00	.00	203.40	.00	.00	.00	.00	.00	2,427.07
31245	NELSON, BENJAMIN J.	2,224.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,605.67
31225	PARKER, LOGAN M.	2,312.22	89.00	.00	.00	.00	.00	.00	.00	.00	1,588.10

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 WATER PLANT:											
		5	13,591.31	423.00	.00	295.56	.00	.00	.00	.00	9,248.88
Grand Totals:											
		108	188,606.42	6,214.50	1,931.68	1,397.67	.00	.00	1,260.00	270.00	132,201.79

RESOLUTION NO. 2024 - 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 \$865,725.19 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 18th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ASTRA SECURITY (6495)							
030124 CON	1	Invoice	FULLER HALL RECREATION CENTER SECU	03/01/2024	6,000.00	09/24	100-23-42-5371-318
030124 CON	2	Invoice	FULLER HALL RECREATION CENTER SECU	03/01/2024	5,325.75	09/24	100-22-42-5233-318
Total 030124 CONTRACT:					11,325.75		
Total ASTRA SECURITY (6495):					11,325.75		
PETERSON CONSTRUCTION (749)							
PAY APP 11	1	Invoice	WTP IMPROVEMENTS - FINAL - RETAINAGE	01/08/2024	36,688.15	09/24	602-23-61-5935-870
Total PAY APP 11:					36,688.15		
PAY APP 9	1	Invoice	WTP IMPROVEMENTS - PYMT.9	01/03/2024	41,800.00	09/24	602-23-61-5935-870
Total PAY APP 9:					41,800.00		
Total PETERSON CONSTRUCTION (749):					78,488.15		
WAUSAU EQUIPMENT COMPANY LLC (7895)							
8839802	1	Invoice	SNOGO PRO-BLAST 3000H SNOW BLOWER	12/28/2023	209,762.00	09/24	204-41-30-5310-512
Total 8839802:					209,762.00		
Total WAUSAU EQUIPMENT COMPANY LLC (7895):					209,762.00		
Total 03/07/2024:					299,575.90		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
AFLAC, INC. (20)							
341896	1	Invoice	AFLAC PREMIUMS	03/12/2024	1,866.04	09/24	902-11215
Total 341896:					1,866.04		
Total AFLAC, INC. (20):					1,866.04		
AGSOURCE (4458)							
PS-INV31119	1	Invoice	DRINKING WATER- DW COLIFORM RUSH	12/12/2023	446.50	09/24	602-23-62-5662-212
Total PS-INV311199:					446.50		
PS-INV3262	1	Invoice	DRINKING WATER	03/06/2024	29.00	09/24	602-23-62-5662-212
Total PS-INV326220:					29.00		
Total AGSOURCE (4458):					475.50		
AMAZON CAPITAL SERVICES (7618)							
144H-4XDP-	1	Invoice	WRISTLETS/PACKING TAPE	03/01/2024	6.01	09/24	100-24-12-5430-316
144H-4XDP-	2	Invoice	WRISTLETS/PACKING TAPE	03/01/2024	16.53	09/24	601-23-81-5921-316
144H-4XDP-	3	Invoice	WRISTLETS/PACKING TAPE	03/01/2024	3.76	09/24	602-23-81-5921-316
144H-4XDP-	4	Invoice	WRISTLETS/PACKING TAPE	03/01/2024	3.76	09/24	603-23-81-5921-316
Total 144H-4XDP-FV3H:					30.06		
163H-GXYG-	1	Invoice	INDOOR PARK REC PROGRAM MATERIALS	03/01/2024	480.98	09/24	100-22-42-5222-318
Total 163H-GXYG-739M:					480.98		
17DR-VKNN-	1	Invoice	ROLODEX-BUSINESS CARDS	03/01/2024	6.76	09/24	100-24-12-5430-316
17DR-VKNN-	2	Invoice	ROLODEX-BUSINESS CARDS	03/01/2024	16.90	09/24	601-23-81-5921-316
17DR-VKNN-	3	Invoice	ROLODEX-BUSINESS CARDS	03/01/2024	5.07	09/24	602-23-81-5921-316
17DR-VKNN-	4	Invoice	ROLODEX-BUSINESS CARDS	03/01/2024	5.07	09/24	603-23-81-5921-316
Total 17DR-VKNN-7JJP:					33.80		
1C1F-VYVL-	1	Invoice	INDOOR PARK REC PROGRAM MATERIALS	03/01/2024	309.38	09/24	100-22-42-5222-318
Total 1C1F-VYVL-7M3K:					309.38		
1C1F-VYVL-	1	Invoice	SEAT COVERS	03/01/2024	85.98	09/24	204-23-30-5310-315
Total 1C1F-VYVL-9X34:					85.98		
1C1F-VYVL-	1	Invoice	DASH EMERGENCY STROBE LIGHTS	03/01/2024	31.36	09/24	100-21-21-5110-314
1C1F-VYVL-	2	Invoice	PACHMAYR 02529 PROF W/OPEN BACKSTR	03/01/2024	32.12	09/24	100-21-21-5110-316
1C1F-VYVL-	3	Invoice	HOLSTERS/MAG POUCH/CUFF POUCH	03/01/2024	210.83	09/24	100-21-21-5110-312
1C1F-VYVL-	4	Invoice	SPEEDLOADERS/NIGHT SIGHTS/GUN MAGN	03/01/2024	590.07	09/24	100-21-21-5110-318
Total 1C1F-VYVL-DKFR:					864.38		
1F9R-117W-	1	Invoice	STANDING DESK-STREET DEPT	03/01/2024	523.00	09/24	204-23-30-5310-316
Total 1F9R-117W-CGKG:					523.00		
1GND-LFFD-	1	Invoice	FLASH DRIVES	03/01/2024	69.78	09/24	100-21-21-5180-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1GND-LFFD-CHMK:					69.78		
1K6Q-3RKP-	1	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	18.12	09/24	100-24-12-5430-316
1K6Q-3RKP-	2	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	49.84	09/24	601-23-81-5921-316
1K6Q-3RKP-	3	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	11.34	09/24	602-23-81-5921-316
1K6Q-3RKP-	4	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	11.32	09/24	603-23-81-5921-316
1K6Q-3RKP-	5	Invoice	COFFEE ORGANIZER	03/01/2024	14.47	09/24	100-24-36-5480-318
1K6Q-3RKP-	6	Invoice	COFFEE ORGANIZER	03/01/2024	10.35	09/24	601-23-36-5480-318
1K6Q-3RKP-	7	Invoice	COFFEE ORGANIZER	03/01/2024	8.28	09/24	602-23-36-5480-318
1K6Q-3RKP-	8	Invoice	COFFEE ORGANIZER	03/01/2024	8.28	09/24	603-23-36-5480-318
1K6Q-3RKP-	9	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	2.00	09/24	100-24-36-5480-316
1K6Q-3RKP-	10	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	5.49	09/24	601-23-81-5921-316
1K6Q-3RKP-	11	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	1.25	09/24	602-23-81-5921-316
1K6Q-3RKP-	12	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	1.25	09/24	603-23-81-5921-316
Total 1K6Q-3RKP-7QNP:					141.99		
1L3F-9KPW-	1	Invoice	RETURN AIR VENT FILTER	01/01/2024	39.99-	09/24	601-23-51-5566-318
Total 1L3F-9KPW-YLHL:					39.99-		
1LJP-CWFT-	1	Invoice	TACTICAL BOOT	03/01/2024	179.95	09/24	100-21-21-5110-312
1LJP-CWFT-	2	Invoice	DESKTOP ORGANIZERS	03/01/2024	48.98	09/24	100-21-21-5110-318
Total 1LJP-CWFT-6VDG:					228.93		
1LQF-TND3-	1	Invoice	TONER CARTRIDGES	03/01/2024	6.08	09/24	100-24-12-5430-316
1LQF-TND3-	2	Invoice	TONER CARTRIDGES	03/01/2024	16.73	09/24	601-23-81-5921-316
1LQF-TND3-	3	Invoice	TONER CARTRIDGES	03/01/2024	3.81	09/24	602-23-81-5921-316
1LQF-TND3-	4	Invoice	TONER CARTRIDGES	03/01/2024	3.81	09/24	603-23-81-5921-316
1LQF-TND3-	5	Invoice	TONER CARTRIDGES	03/01/2024	30.44	09/24	100-21-21-5110-316
Total 1LQF-TND3-DWQ6:					60.87		
1LVL-JGK3-9	1	Invoice	LED WALL PACK LIGHT	03/01/2024	98.99	09/24	602-23-61-5642-318
Total 1LVL-JGK3-9YYK:					98.99		
1MPX-4GQL-	1	Invoice	HOLE SAW	03/01/2024	45.99	09/24	602-23-62-5662-311
Total 1MPX-4GQL-7CX6:					45.99		
1RTJ-QNFC-	1	Invoice	HOLE SAW	03/01/2024	37.99	09/24	602-23-62-5662-311
Total 1RTJ-QNFC-9GQX:					37.99		
1RTJ-QNFC-	1	Invoice	CORRECTION TAPE	03/01/2024	15.64	09/24	100-21-21-5180-316
Total 1RTJ-QNFC-9WCG:					15.64		
1TGP-RM6X-	1	Invoice	EYEBOLTS - WATER PLANT	03/01/2024	88.49	09/24	602-23-61-5642-318
Total 1TGP-RM6X-CXGF:					88.49		
1TLF-M3XK-	1	Invoice	REPL WIRELEESS KEYBOARDS/MICE	03/01/2024	16.03	09/24	100-24-16-5420-399
1TLF-M3XK-	2	Invoice	REPL WIRELEESS KEYBOARDS/MICE	03/01/2024	58.76	09/24	601-24-16-5930-399
1TLF-M3XK-	3	Invoice	REPL WIRELEESS KEYBOARDS/MICE	03/01/2024	16.03	09/24	602-24-16-5930-399

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
1TLF-M3XK-	4	Invoice	REPL WIRELEESS KEYBOARDS/MICE	03/01/2024	16.03	09/24	603-24-16-5921-399
Total 1TLF-M3XK-9WXY:					106.85		
1V6V-RKHP-	1	Invoice	3.6V BATTERIES	03/01/2024	13.99	09/24	100-21-21-5110-318
Total 1V6V-RKHP-9MR1:					13.99		
1VMF-D9W4-	1	Invoice	4' UTILITY TABLE	03/01/2024	9.82	09/24	100-24-16-5420-399
1VMF-D9W4-	2	Invoice	4' UTILITY TABLE	03/01/2024	35.98	09/24	601-24-16-5930-399
1VMF-D9W4-	3	Invoice	4' UTILITY TABLE	03/01/2024	9.82	09/24	602-24-16-5930-399
1VMF-D9W4-	4	Invoice	4' UTILITY TABLE	03/01/2024	9.82	09/24	603-24-16-5921-399
Total 1VMF-D9W4-7P7N:					65.44		
1WDX-H39T-	1	Invoice	MECHANICAL PENCILS	03/01/2024	2.24	09/24	100-24-14-5435-316
1WDX-H39T-	2	Invoice	MECHANICAL PENCILS	03/01/2024	16.24	09/24	601-23-80-5921-316
1WDX-H39T-	3	Invoice	MECHANICAL PENCILS	03/01/2024	5.00	09/24	602-23-80-5921-316
1WDX-H39T-	4	Invoice	MECHANICAL PENCILS	03/01/2024	1.50	09/24	603-23-80-5921-316
Total 1WDX-H39T-99PL:					24.98		
1WXN-4J3M-	1	Invoice	AIR VENT FILTERS	01/01/2024	159.96	09/24	601-23-51-5566-318
Total 1WXN-4J3M-XPW1:					159.96		
1YV9-WYQP	1	Invoice	RETURN AIR VENT FILTERS	01/01/2024	79.98-	09/24	601-23-51-5566-318
Total 1YV9-WYQP-XMQF:					79.98-		
61031 01/23/	1	Invoice	CREDIT ON ACCOUNT	01/23/2024	20.22-	09/24	601-23-51-5566-318
Total 61031 01/23/24:					20.22-		
Total AMAZON CAPITAL SERVICES (7618):					3,347.28		
ARNOLD MOTOR SUPPLY (68)							
26NV099758	1	Invoice	E-34 SWITCH REPAIR	02/27/2024	13.99	09/24	100-21-22-5140-227
Total 26NV099758:					13.99		
26NV100360	1	Invoice	ENGINE OIL FILTER/TRUCK 6	03/08/2024	60.95	09/24	601-23-52-5935-314
Total 26NV100360:					60.95		
26NVI00351	1	Invoice	AIR FILTER/TRK 15	03/08/2024	63.11	09/24	601-23-52-5935-314
Total 26NVI00351:					63.11		
Total ARNOLD MOTOR SUPPLY (68):					138.05		
BARCO MUNICIPAL PRODUCTS, INC. (88)							
IN-248416	1	Invoice	SIGN MATERIALS	02/28/2024	735.00	09/24	100-21-30-5120-318
Total IN-248416:					735.00		
Total BARCO MUNICIPAL PRODUCTS, INC. (88):					735.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
BLACK HILLS ENERGY (3466)							
0976116930	1	Invoice	GAS UTILITY/LINE DEPT	03/11/2024	386.98	09/24	601-23-51-5566-234
Total 0976116930 03/11/24:					386.98		
5978424719	1	Invoice	GAS UTILITY/WATER PLANT	03/11/2024	199.99	09/24	602-23-61-5642-234
Total 5978424719 03/11/24:					199.99		
6506969580	1	Invoice	GAS UTILITY/WATER PLANT	03/11/2024	329.98	09/24	602-23-61-5642-234
Total 6506969580 03/11/2024:					329.98		
Total BLACK HILLS ENERGY (3466):					916.95		
BOMGAARS (5165)							
62098424	1	Invoice	DOG FOOD/K-9	02/20/2024	47.00	09/24	214-21-21-5110-318
Total 62098424:					47.00		
62098978	1	Invoice	TOOLS/WATER AMI PROJECT	02/22/2024	114.75	09/24	602-23-62-5935-870
Total 62098978:					114.75		
62099017	1	Invoice	MISC TOOLS/SUPPLIES	02/22/2024	409.57	09/24	602-23-62-5662-311
Total 62099017:					409.57		
62100370	1	Invoice	RETURN VINYL TUBING/PURCHASE POLY T	02/26/2024	10.00	09/24	603-23-70-5642-318
Total 62100370:					10.00		
62100834	1	Invoice	RETURN CHAINSAW CHAINS	02/28/2024	35.97-	09/24	601-23-52-5588-318
Total 62100834:					35.97-		
62100835	1	Invoice	CHAINS	02/28/2024	47.97	09/24	601-23-52-5588-318
Total 62100835:					47.97		
62100875	1	Invoice	CLEANING SUPPLIES/CLEVIS	02/28/2024	38.46	09/24	601-23-52-5588-318
Total 62100875:					38.46		
62101142	1	Invoice	HAND CLEANER	02/29/2024	14.99	09/24	601-23-52-5588-318
Total 62101142:					14.99		
62101468	1	Invoice	REPLACE HIT MAILBOX	03/01/2024	77.99	09/24	204-23-30-5320-314
Total 62101468:					77.99		
62101472	1	Invoice	FERT SOLUTION HOSE	03/01/2024	79.35	09/24	601-23-52-5588-318
Total 62101472:					79.35		
62101483	1	Invoice	RETURN - FERT SOLUTION HOSE	03/01/2024	31.74-	09/24	601-23-52-5588-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62101483:					31.74-		
62102498	1	Invoice	BATTERIES	03/04/2024	50.47	09/24	602-23-61-5642-318
Total 62102498:					50.47		
62102675	1	Invoice	FUEL TRANSFER HOSE FOR FUEL ISLAND	03/04/2024	54.99	09/24	204-23-30-5310-299
Total 62102675:					54.99		
62102830	1	Invoice	SUPPLIES/NOKOMIS BATHROOM	03/05/2024	45.98	09/24	100-22-42-5210-310
Total 62102830:					45.98		
62102867	1	Invoice	LIQUID PLUMBER	03/05/2024	11.99	09/24	603-23-70-5642-318
Total 62102867:					11.99		
62103278	1	Invoice	FASTENERS	03/06/2024	6.65	09/24	601-23-52-5588-318
Total 62103278:					6.65		
62103445	1	Invoice	WINDSHIELD WASH	03/07/2024	2.99	09/24	602-23-61-5642-318
Total 62103445:					2.99		
Total BOMGAARS (5165):					945.44		
BORDER STATES INDUSTRIES INC (109)							
927918143	1	Invoice	STOCK PARTS - ELEC DEPT	02/26/2024	2,768.43	09/24	601-23-52-5588-318
Total 927918143:					2,768.43		
927932240	1	Invoice	STOCK PARTS-ELEC DEPT	02/28/2024	29.11	09/24	601-23-52-5588-318
Total 927932240:					29.11		
927940395	1	Invoice	PARTS/REISNER SUB	02/29/2024	351.92	09/24	601-23-51-5562-871
Total 927940395:					351.92		
927976344	1	Invoice	PARTS/REISNER SUB	03/06/2024	351.07	09/24	601-23-51-5562-871
Total 927976344:					351.07		
Total BORDER STATES INDUSTRIES INC (109):					3,500.53		
BRIGGS WOODS CONFERENCE CENTER (7730)							
030124	1	Invoice	EMPLOYEE RECOGNITION BREAKFAST	03/01/2024	159.00	09/24	100-24-12-5430-299
030124	2	Invoice	EMPLOYEE RECOGNITION BREAKFAST	03/01/2024	437.25	09/24	601-23-81-5930-299
030124	3	Invoice	EMPLOYEE RECOGNITION BREAKFAST	03/01/2024	99.37	09/24	602-23-81-5930-299
030124	4	Invoice	EMPLOYEE RECOGNITION BREAKFAST	03/01/2024	99.38	09/24	603-23-81-5930-299
Total 030124:					795.00		
Total BRIGGS WOODS CONFERENCE CENTER (7730):					795.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CAPITAL SANITARY SUPPLY (6096)							
C383294	1	Invoice	CLOROX WIPES/CLEANING SUPPLIES-FH	02/28/2024	133.48	09/24	100-22-42-5233-318
Total C383294:					133.48		
Total CAPITAL SANITARY SUPPLY (6096):					133.48		
CARD SERVICES (140)							
0000 03/01/2	1	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	.10	09/24	100-24-30-5380-315
0000 03/01/2	2	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	.10	09/24	601-24-30-5380-316
0000 03/01/2	3	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	.10	09/24	602-24-30-5380-316
0000 03/01/2	4	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	.10	09/24	603-24-30-5380-315
0000 03/01/2	5	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	.89	09/24	100-21-22-5140-315
0000 03/01/2	6	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	9.13	09/24	100-24-14-5435-315
0000 03/01/2	7	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	17.57	09/24	601-23-52-5935-315
0000 03/01/2	8	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	1.63	09/24	601-23-80-5935-315
0000 03/01/2	9	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	1.63	09/24	602-23-80-5935-315
0000 03/01/2	10	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	28.20	09/24	100-21-21-5110-315
0000 03/01/2	11	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	3.47	09/24	100-22-42-5210-315
0000 03/01/2	12	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	3.47	09/24	100-23-42-5371-315
0000 03/01/2	13	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	49.45	09/24	204-23-30-5310-315
0000 03/01/2	14	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	2.33	09/24	603-23-70-5935-315
0000 03/01/2	15	Invoice	FUEL CLOUD SUBSCRIPTION	03/01/2024	4.33	09/24	602-23-61-5935-315
0000 03/01/2	16	Invoice	BUSINESS CARDS/HARRENSTEIN	03/01/2024	4.75	09/24	100-24-12-5430-316
0000 03/01/2	17	Invoice	BUSINESS CARDS/HARRENSTEIN	03/01/2024	13.04	09/24	601-23-81-5921-316
0000 03/01/2	18	Invoice	BUSINESS CARDS/HARRENSTEIN	03/01/2024	2.97	09/24	602-23-81-5921-316
0000 03/01/2	19	Invoice	BUSINESS CARDS/HARRENSTEIN	03/01/2024	2.97	09/24	603-23-81-5921-316
Total 0000 03/01/2024:					146.23		
0001 03/01/2	1	Invoice	POSTAGE EXPENSE	03/01/2024	9.30	09/24	100-21-21-5110-221
Total 0001 03/01/2024:					9.30		
0003 03/01/2	1	Invoice	CREXENDO-SENIOR CENTER/RSVP	03/01/2024	44.50	09/24	100-22-42-5280-230
0003 03/01/2	2	Invoice	ZOOM SUBSCRIPTION 2024-2025	03/01/2024	95.94	09/24	100-24-16-5420-215
0003 03/01/2	3	Invoice	ZOOM SUBSCRIPTION 2024-2025	03/01/2024	351.78	09/24	601-24-16-5930-215
0003 03/01/2	4	Invoice	ZOOM SUBSCRIPTION 2024-2025	03/01/2024	95.94	09/24	602-24-16-5930-215
0003 03/01/2	5	Invoice	ZOOM SUBSCRIPTION 2024-2025	03/01/2024	95.94	09/24	603-24-16-5930-215
Total 0003 03/01/2024:					684.10		
0004 03/01/2	1	Invoice	MEETING EXP 02/08/24 ECON DEV	03/04/2024	9.63	09/24	100-24-12-5430-232
0004 03/01/2	2	Invoice	MEETING EXP 02/08/24 ECON DEV	03/04/2024	26.48	09/24	601-23-81-5926-232
0004 03/01/2	3	Invoice	MEETING EXP 02/08/24 ECON DEV	03/04/2024	6.02	09/24	602-23-81-5926-232
0004 03/01/2	4	Invoice	MEETING EXP 02/08/24 ECON DEV	03/04/2024	6.02	09/24	603-23-81-5926-232
0004 03/01/2	5	Invoice	EMP RECOGNITION/AWARD BREAKFAST	03/04/2024	11.18	09/24	100-24-12-5430-299
0004 03/01/2	6	Invoice	EMP RECOGNITION/AWARD BREAKFAST	03/04/2024	30.75	09/24	601-23-81-5930-299
0004 03/01/2	7	Invoice	EMP RECOGNITION/AWARD BREAKFAST	03/04/2024	6.98	09/24	602-23-81-5930-299
0004 03/01/2	8	Invoice	EMP RECOGNITION/AWARD BREAKFAST	03/04/2024	6.99	09/24	603-23-81-5930-299
Total 0004 03/01/2024:					104.05		
0189 03/01/2	1	Invoice	REGISTRATION-PARK & REC CONF	03/01/2024	180.00	09/24	100-23-42-5371-231
0189 03/01/2	2	Invoice	REGISTRATION-PARK & REC CONF	03/01/2024	100.00	09/24	100-22-42-5210-231
0189 03/01/2	3	Invoice	REGISTRATION-PARK & REC CONF	03/01/2024	100.00	09/24	100-22-42-5233-231
0189 03/01/2	4	Invoice	GUIDE TRAINING WORKSHOP	03/01/2024	12.00	09/24	100-22-42-5210-231
0189 03/01/2	5	Invoice	CEU WORKSHOP-PARK & REC/PG	03/01/2024	232.50	09/24	100-22-42-5242-231

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0189 03/01/2	6	Invoice	CEU WORKSHOP-PARK & REC/PG	03/01/2024	232.50	09/24	100-22-42-5233-231
Total 0189 03/01/2024:					857.00		
0221 03/01/2	1	Invoice	BATTERIES FOR LIGHTS	03/01/2024	65.27	09/24	100-21-22-5140-227
Total 0221 03/01/2024:					65.27		
0312 03/01/2	1	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	11.99	09/24	100-24-12-5430-299
0312 03/01/2	2	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	19.99	09/24	601-23-81-5930-299
0312 03/01/2	3	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	4.00	09/24	602-23-81-5930-299
0312 03/01/2	4	Invoice	EMP RECOGNITION SUPPLIES	03/01/2024	4.00	09/24	603-23-81-5930-299
Total 0312 03/01/2024:					39.98		
0338 03/01/2	1	Invoice	BANNER FOR EMP RECOGNITION	03/01/2024	10.27	09/24	100-24-12-5430-299
0338 03/01/2	2	Invoice	BANNER FOR EMP RECOGNITION	03/01/2024	28.24	09/24	601-23-81-5930-299
0338 03/01/2	3	Invoice	BANNER FOR EMP RECOGNITION	03/01/2024	6.42	09/24	602-23-81-5930-299
0338 03/01/2	4	Invoice	BANNER FOR EMP RECOGNITION	03/01/2024	6.41	09/24	603-23-81-5930-299
Total 0338 03/01/2024:					51.34		
6555 03/01/2	1	Invoice	MAGAZINES/LIGHT ADAPTER/PISTOL ACC/S	03/01/2024	1,161.09	09/24	100-21-21-5110-316
6555 03/01/2	2	Invoice	HOLSTER/MAG-HANDCUFF CARRIER/ARMO	03/01/2024	291.04	09/24	100-21-21-5110-312
6555 03/01/2	3	Invoice	MEETING MEAL EXP	03/01/2024	15.40	09/24	100-21-21-5110-232
Total 6555 03/01/2024:					1,467.53		
Total CARD SERVICES (140):					3,424.80		
CENTURY LINK (4614)							
E65-4065 03/	1	Invoice	ALARM CIRCUIT LINE	03/01/2024	148.00	09/24	100-21-22-5140-230
Total E65-4065 03/01/24:					148.00		
Total CENTURY LINK (4614):					148.00		
CLEAN ALL (7699)							
28634	1	Invoice	GENERAL CLEANING SERVICES-FULLER HA	02/29/2024	853.15	09/24	100-22-42-5233-299
Total 28634:					853.15		
Total CLEAN ALL (7699):					853.15		
CORN BELT POWER COOP, INC. (197)							
16630	1	Invoice	TRANSFORMER PT	12/21/2023	3,113.58	09/24	601-23-51-5566-318
Total 16630:					3,113.58		
16802	1	Invoice	TAPE READINGS & REPORTS	03/08/2024	40.00	09/24	601-23-51-5566-299
Total 16802:					40.00		
Total CORN BELT POWER COOP, INC. (197):					3,153.58		
COUNSEL (3995)							
24AR142732	1	Invoice	PRINTER CONTRACT - INSPECTION	01/03/2024	16.44	09/24	100-21-18-5190-225
24AR142732	2	Invoice	PRINTER CONTRACT - PUBLIC WORKS	01/03/2024	16.44	09/24	100-24-30-5380-225

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 24AR1427326:					32.88		
24AR151551	1	Invoice	PRINTER CONTRACT - INSPECTION	02/06/2024	16.23	09/24	100-21-18-5190-225
24AR151551	2	Invoice	PRINTER CONTRACT - PUBLIC WORKS	02/06/2024	16.23	09/24	100-24-30-5380-225
Total 24AR1515519:					32.46		
24AR156843	1	Invoice	PRINTER CONTRACT - POLICE DEPT	02/27/2024	32.59	09/24	100-21-21-5110-225
Total 24AR1568438:					32.59		
24AR158710	1	Invoice	PRINTER CONTRACT - CEMETERY	03/04/2024	27.04	09/24	100-23-42-5371-299
Total 24AR1587107:					27.04		
24AR158710	1	Invoice	PRINTER CONTRACT - FULLER HALL	03/04/2024	50.60	09/24	100-22-42-5233-299
Total 24AR1587108:					50.60		
24AR159147	1	Invoice	PRINTER CONTRACT - INSPECTION	03/05/2024	16.28	09/24	100-21-18-5190-225
24AR159147	2	Invoice	PRINTER CONTRACT - PUBLIC WORKS	03/05/2024	16.28	09/24	100-24-30-5380-225
Total 24AR1591476:					32.56		
Total COUNSEL (3995):					208.13		
CTS LANGUAGE LINK (6323)							
263694	1	Invoice	TELEPHONE LANGUAGE TRANSLATION	03/01/2024	424.07	09/24	100-21-21-5110-299
Total 263694:					424.07		
Total CTS LANGUAGE LINK (6323):					424.07		
CULLIGAN FORT DODGE (207)							
022924	1	Invoice	AIRPORT-SOFT WATER SERVICE	02/29/2024	97.83	09/24	205-23-45-5372-299
Total 022924:					97.83		
Total CULLIGAN FORT DODGE (207):					97.83		
DAILY FREEMAN JOURNAL, INC. (211)							
000104 02/2	1	Invoice	OUR HOMETOWN - FEBRUARY 2024	02/29/2024	99.00	09/24	100-24-12-5430-223
000104 02/2	2	Invoice	OUR HOMETOWN - FEBRUARY 2024	02/29/2024	272.25	09/24	601-23-81-5921-223
000104 02/2	3	Invoice	OUR HOMETOWN - FEBRUARY 2024	02/29/2024	61.87	09/24	602-23-81-5921-223
000104 02/2	4	Invoice	OUR HOMETOWN - FEBRUARY 2024	02/29/2024	61.88	09/24	603-23-81-5921-223
Total 000104 02/29/24:					495.00		
022824	1	Invoice	CM 02/19/2024	02/28/2024	207.48	09/24	100-24-14-5435-210
Total 022824:					207.48		
Total DAILY FREEMAN JOURNAL, INC. (211):					702.48		
DAKOTA SUPPLY GROUP (3498)							
S103501328.	1	Invoice	VISUAL READER LOCATOR/WATER AMI PRO	02/21/2024	1,215.00	09/24	602-23-62-5935-870

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total S103501328.001:					1,215.00		
S103513772.	1	Invoice	SANITARY SEWER REPAIR - JOHN STREET	02/22/2024	164.19	09/24	603-23-71-5662-318
Total S103513772.001:					164.19		
Total DAKOTA SUPPLY GROUP (3498):					1,379.19		
DEL ROSARIO, AMALIA (7901)							
315850911	1	Invoice	CUSTOMER DEPOSIT REFUND	03/05/2024	185.23	09/24	601-21011
Total 315850911:					185.23		
Total DEL ROSARIO, AMALIA (7901):					185.23		
DEPARTMENT OF ADMINISTRATIVE SVCS (7903)							
DAS2024081	1	Invoice	CERTIFIED PUBLIC MANAGER PROGRAM/M	03/05/2024	3,500.00	09/24	100-21-21-5110-231
Total DAS2024081310:					3,500.00		
Total DEPARTMENT OF ADMINISTRATIVE SVCS (7903):					3,500.00		
DGR ENGINEERING (5967)							
00265236	1	Invoice	ENG - RATE STUDY \$1775.50 + CIP PLANNIN	01/05/2024	108.43	09/24	601-23-36-5923-212
00265236	2	Invoice	ENG - RATE STUDY \$1775.50 + CIP PLANNIN	01/05/2024	195.17	09/24	601-23-51-5566-212
00265236	3	Invoice	ENG - RATE STUDY \$1775.50 + CIP PLANNIN	01/05/2024	1,301.10	09/24	601-23-52-5923-212
00265236	4	Invoice	ENG - RATE STUDY \$1775.50 + CIP PLANNIN	01/05/2024	390.33	09/24	601-23-80-5905-212
00265236	5	Invoice	ENG - RATE STUDY \$1775.50 + CIP PLANNIN	01/05/2024	173.47	09/24	601-23-81-5923-212
Total 00265236:					2,168.50		
Total DGR ENGINEERING (5967):					2,168.50		
DOOLITTLE OIL COMPANY, INC. (243)							
80865	1	Invoice	FUEL FOR B37 - FIRE DEPT	03/12/2024	21.06	09/24	100-21-22-5140-315
Total 80865:					21.06		
Total DOOLITTLE OIL COMPANY, INC. (243):					21.06		
ELECTRONIC ENGINEERING (260)							
102000417-1	1	Invoice	FCC LICENSE	02/29/2024	125.00	09/24	100-21-21-5110-318
Total 102000417-1:					125.00		
Total ELECTRONIC ENGINEERING (260):					125.00		
EMPLOYEE BENEFIT SYSTEMS (4707)							
000041917	1	Invoice	HEALTH/DENTAL/VISION PREMIUM	03/04/2024	5,168.10	09/24	902-11100
000041917	2	Invoice	HEALTH/DENTAL/VISION PREMIUM	03/04/2024	106,707.77	09/24	902-11215
Total 000041917:					111,875.87		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					111,875.87		
ESO SOLUTIONS, INC. (6616)							
ESO-135093	1	Invoice	ANNUAL FIRE REPORT SOFTWARE	03/06/2024	2,107.17	09/24	100-21-22-5140-215

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total ESO-135093:					2,107.17		
Total ESO SOLUTIONS, INC. (6616):					2,107.17		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
027245292	1	Invoice	TROUSERS/ZIP FRONT SHIRT - HOUGE	03/01/2024	388.35	09/24	100-21-21-5110-312
Total 027245292:					388.35		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					388.35		
GERBER AUTO ELECTRIC (342)							
144637	1	Invoice	REPLACE INJECTORS/SPARK PLUGS & WIR	02/02/2024	2,051.90	09/24	100-21-21-5110-227
Total 144637:					2,051.90		
144792	1	Invoice	REPLACED TRANSMISSION/PD #2	02/22/2024	6,390.21	09/24	100-21-21-5110-227
Total 144792:					6,390.21		
144918	1	Invoice	SERVICE PD #4	02/23/2024	108.11	09/24	100-21-21-5110-227
Total 144918:					108.11		
144989	1	Invoice	REMOVE & REPLACE HEATER HOSES/PD#4	02/29/2024	346.15	09/24	100-21-21-5110-227
Total 144989:					346.15		
Total GERBER AUTO ELECTRIC (342):					8,896.37		
GORDON FLESCH COMPANY (6978)							
IN14594793	1	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	13.13	09/24	100-24-12-5430-225
IN14594793	2	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	36.12	09/24	601-23-81-5931-225
IN14594793	3	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	8.21	09/24	602-23-81-5931-225
IN14594793	4	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	8.21	09/24	603-23-81-5931-225
IN14594793	5	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	5.91	09/24	100-24-14-5435-225
IN14594793	6	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	42.69	09/24	601-23-80-5931-225
IN14594793	7	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	13.13	09/24	602-23-80-5931-225
IN14594793	8	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	3.94	09/24	603-23-80-5931-225
IN14594793	9	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	5.58	09/24	100-24-30-5380-225
IN14594793	10	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	5.58	09/24	601-24-30-5380-225
IN14594793	11	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	5.58	09/24	602-24-30-5380-225
IN14594793	12	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	5.58	09/24	603-24-30-5380-225
IN14594793	13	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	21.67	09/24	100-21-18-5190-225
IN14594793	14	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	03/06/2024	21.67	09/24	100-24-18-5470-225
Total IN14594793:					197.00		
Total GORDON FLESCH COMPANY (6978):					197.00		
GRIMES ASPHALT & PAVING CORP. (1837)							
25502	1	Invoice	COLD MIX 8.57 TON	02/23/2024	1,285.50	09/24	204-23-30-5310-318
Total 25502:					1,285.50		
Total GRIMES ASPHALT & PAVING CORP. (1837):					1,285.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HARRENSTEIN, JOHN (7896)							
030624	1	Invoice	REIMB/LUNCH EXPENSE	03/06/2024	3.60	09/24	100-24-12-5430-232
030624	2	Invoice	REIMB/LUNCH EXPENSE	03/06/2024	9.92	09/24	601-23-81-5926-232
030624	3	Invoice	REIMB/LUNCH EXPENSE	03/06/2024	2.26	09/24	602-23-81-5926-232
030624	4	Invoice	REIMB/LUNCH EXPENSE	03/06/2024	2.26	09/24	603-23-81-5926-232
Total 030624:					18.04		
030824	1	Invoice	REIMB/LUNCH EXPENSE	03/08/2024	7.62	09/24	100-24-12-5430-232
030824	2	Invoice	REIMB/LUNCH EXPENSE	03/08/2024	20.96	09/24	601-23-81-5926-232
030824	3	Invoice	REIMB/LUNCH EXPENSE	03/08/2024	4.76	09/24	602-23-81-5926-232
030824	4	Invoice	REIMB/LUNCH EXPENSE	03/08/2024	4.76	09/24	603-23-81-5926-232
Total 030824:					38.10		
Total HARRENSTEIN, JOHN (7896):					56.14		
HENRY, BROOKE (7902)							
1014444832	1	Invoice	CUSTOMER DEPOSIT REFUND	03/05/2024	78.15	09/24	601-21011
Total 1014444832:					78.15		
Total HENRY, BROOKE (7902):					78.15		
HOUSBY MACK, INC (7800)							
RA10300320	1	Invoice	TRUCK #26 SERVICED/DOT INSPECTED	03/05/2024	644.16	09/24	204-23-30-5310-227
Total RA103003202:01:					644.16		
Total HOUSBY MACK, INC (7800):					644.16		
HYDRO KLEAN, INC. (422)							
087433	1	Invoice	SLIP LINE PROJECT	02/15/2024	240,705.00	09/24	603-23-71-5673-229
Total 087433:					240,705.00		
087521	1	Invoice	TELEWISE NEW KWIK STAR SEWER LINES	02/23/2024	7,500.00	09/24	603-23-71-5673-229
Total 087521:					7,500.00		
Total HYDRO KLEAN, INC. (422):					248,205.00		
IOWA COMMUNICATIONS NETWORK (7419)							
690470	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	03/01/2024	45.20	09/24	100-24-16-5420-299
690470	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	03/01/2024	45.20	09/24	204-24-16-5930-299
690470	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	03/01/2024	45.20	09/24	601-24-16-5935-299
690470	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	03/01/2024	45.20	09/24	602-24-16-5935-299
690470	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	03/01/2024	45.20	09/24	603-24-16-5935-299
Total 690470:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA LAW ENFORCEMENT ACADEMY (480)							
325855	1	Invoice	IMPLICIT BIAS/DE-ESCALATION TRAINING	03/01/2024	275.00	09/24	100-21-21-5110-231
Total 325855:					275.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total IOWA LAW ENFORCEMENT ACADEMY (480):					275.00		
IOWA POLICE CHIEFS ASSOCIATION (3806)							
3918	1	Invoice	MEMBERSHIP DUES/MORK	12/02/2023	125.00	09/24	100-21-21-5110-215
Total 3918:					125.00		
Total IOWA POLICE CHIEFS ASSOCIATION (3806):					125.00		
K.C. NIELSEN LTD - WEBSTER CITY (7904)							
10669772	1	Invoice	O-RING FOR STREET SWEEPER	03/01/2024	6.27	09/24	100-23-30-5350-314
Total 10669772:					6.27		
Total K.C. NIELSEN LTD - WEBSTER CITY (7904):					6.27		
LAMPERT LUMBER (564)							
2349261	1	Invoice	PRIMER/NOKOMIS BATHROOM	03/06/2024	26.99	09/24	100-22-42-5210-310
Total 2349261:					26.99		
Total LAMPERT LUMBER (564):					26.99		
LYNCH DALLAS, P.C./ATTY AT LAW (6336)							
216460	1	Invoice	ATTY/NUISANCES	03/13/2024	219.50	09/24	100-21-18-5190-212
Total 216460:					219.50		
216461	1	Invoice	ATTORNEY EXPENSES - WILSON BREWER P	03/13/2024	920.00	09/24	100-22-42-5221-299
Total 216461:					920.00		
Total LYNCH DALLAS, P.C./ATTY AT LAW (6336):					1,139.50		
MIDAMERICAN ENERGY (629)							
550265692	1	Invoice	BOOSTER STATION ELECTRICITY	02/29/2024	164.71	09/24	602-23-62-5662-237
Total 550265692:					164.71		
Total MIDAMERICAN ENERGY (629):					164.71		
MOCIC (2870)							
0003730-IN	1	Invoice	MEMBERSHIP FEE/OFFICERS (12)	01/07/2024	150.00	09/24	100-21-21-5110-215
Total 0003730-IN:					150.00		
Total MOCIC (2870):					150.00		
MOORE CLEANING SERVICE, LLC (2902)							
031424	1	Invoice	CLEANING SERVICES FOR CITY HALL	03/14/2024	455.00	09/24	100-24-36-5480-299
031424	2	Invoice	CLEANING SERVICES FOR CITY HALL	03/14/2024	325.00	09/24	601-23-36-5480-299
031424	3	Invoice	CLEANING SERVICES FOR CITY HALL	03/14/2024	260.00	09/24	602-23-36-5480-299
031424	4	Invoice	CLEANING SERVICES FOR CITY HALL	03/14/2024	260.00	09/24	603-23-36-5480-299
Total 031424:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
MUNICIPAL SUPPLY, INC. (672)							
0899679-IN	1	Invoice	AMI WATER METERS & MATERIALS	02/26/2024	50,331.44	09/24	602-23-62-5935-870
Total 0899679-IN:					50,331.44		
0899849-IN	1	Invoice	WATER MAIN REPAIR CLAMP	02/27/2024	302.56	09/24	602-23-62-5662-318
Total 0899849-IN:					302.56		
0900105-IN	1	Invoice	AMI = WATER RNI & ANALYTICS + SET UP & I	02/29/2024	20,831.00	09/24	602-23-62-5935-870
Total 0900105-IN:					20,831.00		
0900106-IN	1	Invoice	AMI - 4" WATER METER	02/29/2024	4,235.00	09/24	602-23-62-5935-870
Total 0900106-IN:					4,235.00		
0900107-IN	1	Invoice	AMI = ELECTRIC RNI & ANALYTICS + SET UP	02/29/2024	27,823.00	09/24	601-23-52-5586-871
Total 0900107-IN:					27,823.00		
0900108-IN	1	Invoice	AMI SMART POINTS	02/29/2024	16,632.00	09/24	602-23-62-5935-870
Total 0900108-IN:					16,632.00		
0900109-IN	1	Invoice	WATER MAIN CLAMP	02/29/2024	279.57	09/24	602-23-62-5662-318
Total 0900109-IN:					279.57		
Total MUNICIPAL SUPPLY, INC. (672):					120,434.57		
NAPA AUTO PARTS (677)							
980424	1	Invoice	FITTINGS - STREET SWEEPER REPAIR	02/26/2024	12.68	09/24	204-23-30-5350-314
Total 980424:					12.68		
980441	1	Invoice	REMAN VALVE - STREET SWEEPER REPAIR	02/26/2024	25.99	09/24	204-23-30-5350-314
Total 980441:					25.99		
980708	1	Invoice	O-RING - STREET SWEEPER	03/01/2024	2.99	09/24	100-23-30-5350-314
Total 980708:					2.99		
980891	1	Invoice	OIL - TRUCK #26	03/05/2024	62.97	09/24	204-23-30-5310-315
Total 980891:					62.97		
Total NAPA AUTO PARTS (677):					104.63		
ONE SOURCE (7527)							
2022148681	1	Invoice	BACKGROUND CHECK	03/01/2024	19.00	09/24	601-23-80-5930-299
Total 2022148681:					19.00		
Total ONE SOURCE (7527):					19.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
PLEASANT HILL (2166)							
030724	1	Invoice	STREET LIGHTS/PH LINE/VIRGINIA PKWY	03/07/2024	478.01	09/24	100-21-30-5160-233
Total 030724:					478.01		
Total PLEASANT HILL (2166):					478.01		
PRAIRIE ENERGY COOPERATIVE (768)							
22685 03/07/	1	Invoice	AIRPORT ELECTRICITY/FIVE METERS	03/07/2024	728.03	09/24	205-23-45-5372-237
Total 22685 03/07/24:					728.03		
Total PRAIRIE ENERGY COOPERATIVE (768):					728.03		
PRINTING SERVICES, INC. (1130)							
10205+	1	Invoice	CHAIR ASSEMBLY	01/11/2024	75.00	09/24	100-23-42-5371-318
Total 10205+:					75.00		
10246	1	Invoice	BINDERS/WRITING PADS/MANILLA FOLDER	01/25/2024	25.15	09/24	100-24-12-5430-316
10246	2	Invoice	BINDERS/WRITING PADS/MANILLA FOLDER	01/25/2024	69.16	09/24	601-23-81-5921-316
10246	3	Invoice	BINDERS/WRITING PADS/MANILLA FOLDER	01/25/2024	15.72	09/24	602-23-81-5921-316
10246	4	Invoice	BINDERS/WRITING PADS/MANILLA FOLDER	01/25/2024	15.72	09/24	603-23-81-5921-316
Total 10246:					125.75		
1962	1	Invoice	PURCHASE ORDER BOOKS	02/29/2024	26.10	09/24	100-21-22-5140-316
1962	2	Invoice	PURCHASE ORDER BOOKS	02/29/2024	26.10	09/24	204-23-30-5310-316
1962	3	Invoice	PURCHASE ORDER BOOKS	02/29/2024	13.05	09/24	603-23-70-5921-316
1962	4	Invoice	PURCHASE ORDER BOOKS	02/29/2024	13.05	09/24	602-23-61-5921-316
1962	5	Invoice	PURCHASE ORDER BOOKS	02/29/2024	13.05	09/24	100-23-42-5371-316
1962	6	Invoice	PURCHASE ORDER BOOKS	02/29/2024	7.83	09/24	100-21-18-5190-316
1962	7	Invoice	PURCHASE ORDER BOOKS	02/29/2024	7.83	09/24	100-23-43-5361-316
1962	8	Invoice	PURCHASE ORDER BOOKS	02/29/2024	7.83	09/24	601-24-16-5921-316
1962	9	Invoice	PURCHASE ORDER BOOKS	02/29/2024	13.05	09/24	100-22-42-5233-316
1962	10	Invoice	PURCHASE ORDER BOOKS	02/29/2024	26.10	09/24	601-23-52-5921-316
1962	11	Invoice	PURCHASE ORDER BOOKS	02/29/2024	26.10	09/24	100-21-21-5110-316
1962	12	Invoice	PURCHASE ORDER BOOKS	02/29/2024	7.83	09/24	100-24-18-5470-316
1962	13	Invoice	PURCHASE ORDER BOOKS	02/29/2024	5.22	09/24	100-24-12-5430-316
1962	14	Invoice	PURCHASE ORDER BOOKS	02/29/2024	14.36	09/24	601-23-81-5921-316
1962	15	Invoice	PURCHASE ORDER BOOKS	02/29/2024	3.26	09/24	602-23-81-5921-316
1962	16	Invoice	PURCHASE ORDER BOOKS	02/29/2024	3.26	09/24	603-23-81-5921-316
1962	17	Invoice	PURCHASE ORDER BOOKS	02/29/2024	2.35	09/24	100-24-14-5435-316
1962	18	Invoice	PURCHASE ORDER BOOKS	02/29/2024	16.97	09/24	601-23-80-5921-316
1962	19	Invoice	PURCHASE ORDER BOOKS	02/29/2024	5.22	09/24	602-23-80-5921-316
1962	20	Invoice	PURCHASE ORDER BOOKS	02/29/2024	1.57	09/24	603-23-80-5921-316
1962	21	Invoice	PURCHASE ORDER BOOKS	02/29/2024	3.26	09/24	100-24-30-5380-316
1962	22	Invoice	PURCHASE ORDER BOOKS	02/29/2024	3.26	09/24	601-24-30-5380-316
1962	23	Invoice	PURCHASE ORDER BOOKS	02/29/2024	3.26	09/24	602-24-30-5380-316
1962	24	Invoice	PURCHASE ORDER BOOKS	02/29/2024	3.26	09/24	603-24-30-5380-316
1962	25	Invoice	PURCHASE ORDER BOOKS	02/29/2024	7.83	09/24	100-24-36-5480-318
Total 1962:					261.00		
Total PRINTING SERVICES, INC. (1130):					461.75		
QTpod (6808)							
1483-SP202	1	Invoice	AIRPORT-FUEL SYSTEM PLAN-SOFTWARE	01/10/2024	1,675.00	09/24	205-23-45-5372-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1483-SP2024:					1,675.00		
Total QTpod (6808):					1,675.00		
ROMERO, OMAR ELIEZER ALVAREZ (7899)							
314800031	1	Invoice	CUSTOMER DEPOSIT REFUND	03/08/2024	137.82	09/24	601-21011
Total 314800031:					137.82		
Total ROMERO, OMAR ELIEZER ALVAREZ (7899):					137.82		
ROSELAND, JUDY (7897)							
030124	1	Invoice	METER DEPOSIT REFUND	03/01/2024	185.00	09/24	601-21011
Total 030124:					185.00		
030824	1	Invoice	ELECTRIC REFUND	03/08/2024	59.32	09/24	601-23-80-5903-980
Total 030824:					59.32		
Total ROSELAND, JUDY (7897):					244.32		
SAFARILAND, LLC (7541)							
I24-030925	1	Invoice	SLS SENTRY RIGHT HAND (4)	02/21/2024	59.00	09/24	100-21-21-5110-318
Total I24-030925:					59.00		
Total SAFARILAND, LLC (7541):					59.00		
SAFE BUILDING LLC (7669)							
2102	1	Invoice	INSPECTIONS/PLAN REVIEWS	02/29/2024	2,507.82	09/24	100-21-18-5190-212
Total 2102:					2,507.82		
Total SAFE BUILDING LLC (7669):					2,507.82		
SANDRY FIRE SUPPLY (834)							
INV-032860	1	Invoice	SCBA FLOW TEST	02/29/2024	2,423.76	09/24	100-21-22-5140-227
Total INV-032860:					2,423.76		
Total SANDRY FIRE SUPPLY (834):					2,423.76		
SHEEPDOG MICROPHONES (7905)							
4108141263	1	Invoice	EARPIECE (20)/MICROPHONE - PD	03/04/2024	875.40	09/24	100-21-21-5110-318
Total 41081412635:					875.40		
Total SHEEPDOG MICROPHONES (7905):					875.40		
SHUTTLEWORTH & INGERSOLL, P.L.C. (6731)							
4570846	1	Invoice	PROFESSIONAL SVCS/PINHOLE LEAKS	03/08/2024	154.00	09/24	602-23-61-5930-212
Total 4570846:					154.00		
Total SHUTTLEWORTH & INGERSOLL, P.L.C. (6731):					154.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
SNYDER & ASSOCIATES (2951)							
123.0151.01-	1	Invoice	ENG - WATER SYSTEM STUDY	02/28/2024	3,362.67	09/24	602-23-62-5673-870
Total 123.0151.01-7:					3,362.67		
123.0256.01-	1	Invoice	ENG SVC - SPLASH PAD	02/29/2024	2,322.12	09/24	100-22-42-5210-880
Total 123.0256.01-7:					2,322.12		
124.0071.01-	1	Invoice	ON CALL ENG SVC 2024	02/29/2024	3,258.91	09/24	204-23-30-5310-212
Total 124.0071.01-1:					3,258.91		
Total SNYDER & ASSOCIATES (2951):					8,943.70		
STAR EQUIPMENT, LTD (2002)							
4111945 & 41	1	Invoice	PUMP SEAL KIT/FREIGHT	02/07/2024	150.18	09/24	602-23-62-5662-318
4111945 & 41	2	Invoice	PUMP SEAL KIT/FREIGHT	02/07/2024	150.17	09/24	603-23-71-5662-318
4111945 & 41	3	Invoice	PUMP SEAL KIT/FREIGHT	02/07/2024	150.17	09/24	204-23-30-5330-318
Total 4111945 & 4111988:					450.52		
Total STAR EQUIPMENT, LTD (2002):					450.52		
STOREY KENWORTHY (5937)							
PINV113698	1	Invoice	ADDRESS LABELS	11/29/2023	26.10	09/24	100-24-12-5430-316
PINV113698	2	Invoice	ADDRESS LABELS	11/29/2023	71.78	09/24	601-23-81-5921-316
PINV113698	3	Invoice	ADDRESS LABELS	11/29/2023	16.31	09/24	602-23-81-5921-316
PINV113698	4	Invoice	ADDRESS LABELS	11/29/2023	16.31	09/24	603-23-81-5921-316
PINV113698	5	Invoice	ADDRESS LABELS	11/29/2023	11.75	09/24	100-24-14-5435-316
PINV113698	6	Invoice	ADDRESS LABELS	11/29/2023	84.83	09/24	601-23-80-5921-316
PINV113698	7	Invoice	ADDRESS LABELS	11/29/2023	26.10	09/24	602-23-80-5921-316
PINV113698	8	Invoice	ADDRESS LABELS	11/29/2023	7.82	09/24	603-23-80-5921-316
Total PINV1136986:					261.00		
Total STOREY KENWORTHY (5937):					261.00		
TERMINAL SUPPLY CO. (6527)							
98826-01	1	Invoice	WEATHERHEAD STEEL ADAPTERS	01/22/2024	4.17	09/24	204-23-30-5310-311
Total 98826-01:					4.17		
Total TERMINAL SUPPLY CO. (6527):					4.17		
THE TRASHMAN, LLC (943)							
759-1641	1	Invoice	TRASH SERVICE	03/01/2024	17.50	09/24	100-24-36-5480-236
759-1641	2	Invoice	TRASH SERVICE	03/01/2024	12.50	09/24	601-23-36-5480-236
759-1641	3	Invoice	TRASH SERVICE	03/01/2024	10.00	09/24	602-23-36-5480-236
759-1641	4	Invoice	TRASH SERVICE	03/01/2024	10.00	09/24	603-23-36-5480-236
759-1641	5	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	100-22-42-5280-236
759-1641	6	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	204-23-30-5310-236
759-1641	7	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	100-21-22-5140-236
759-1641	8	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	100-22-42-5233-236
759-1641	9	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	601-23-52-5588-236
759-1641	10	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	603-23-70-5642-236
759-1641	11	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	100-22-42-5210-236
759-1641	12	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	602-23-61-5642-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
759-1641	13	Invoice	TRASH SERVICE	03/01/2024	50.00	09/24	205-23-45-5372-236
Total 759-1641:					500.00		
759-1642	1	Invoice	DROP BOX CHARGES/EXTRA SVC	03/01/2024	88.00	09/24	100-23-30-5340-235
Total 759-1642:					88.00		
759-1643	1	Invoice	CURB RECYCLING - FEBRUARY 2024	03/01/2024	12,652.50	09/24	100-23-30-5340-235
Total 759-1643:					12,652.50		
Total THE TRASHMAN, LLC (943):					13,240.50		
TOLLE AUTOMOTIVE, INC. (3188)							
895	1	Invoice	TIRE REPAIR/PD #3	02/28/2024	35.70	09/24	100-21-21-5110-227
Total 895:					35.70		
Total TOLLE AUTOMOTIVE, INC. (3188):					35.70		
UNITED COOPERATIVE (979)							
11112	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	02/12/2024	979.19	09/24	205-23-45-5372-234
Total 11112:					979.19		
11113	1	Invoice	PROPANE FOR AIRPORT/126368 PORTABLE	02/12/2024	145.00	09/24	205-23-45-5372-234
Total 11113:					145.00		
11114	1	Invoice	PROPANE FOR AIRPORT/PORTABLES FOR	02/12/2024	435.00	09/24	205-23-45-5372-234
Total 11114:					435.00		
11200	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	02/29/2024	1,087.50	09/24	205-23-45-5372-234
Total 11200:					1,087.50		
Total UNITED COOPERATIVE (979):					2,646.69		
VEGA, KALIE RAMOS (7898)							
411570716	1	Invoice	CUSTOMER DEPOSIT REFUND	03/08/2024	27.41	09/24	601-21011
Total 411570716:					27.41		
Total VEGA, KALIE RAMOS (7898):					27.41		
WAGNER, JIM (7900)							
1010620314	1	Invoice	CUSTOMER DEPOSIT REFUND	03/05/2024	200.48	09/24	601-21011
Total 1010620314:					200.48		
Total WAGNER, JIM (7900):					200.48		
WEBSTER CITY TRUE VALUE (2155)							
174165	1	Invoice	EQUIP TO INSTALL WASHER	02/08/2024	13.95	09/24	100-21-22-5140-310

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 174165:					13.95		
2403-030316	1	Invoice	DRAIN OPENER	03/07/2024	20.99	09/24	204-23-30-5310-310
Total 2403-030316:					20.99		
Total WEBSTER CITY TRUE VALUE (2155):					34.94		
WEISBERG IMPLEMENT (6364)							
268786	1	Invoice	POST AUGER DRIVE/ADAPTOR/FREIGHT	01/30/2024	2,803.00	09/24	100-23-42-5371-515
Total 268786:					2,803.00		
Total WEISBERG IMPLEMENT (6364):					2,803.00		
WOOLSTOCK MUTUAL TELEPHONE ASN (1054)							
1086 03/01/2	1	Invoice	INTERNET SERVICE	03/01/2024	3.03	09/24	100-24-14-5435-230
1086 03/01/2	2	Invoice	INTERNET SERVICE	03/01/2024	21.90	09/24	601-23-80-5903-230
1086 03/01/2	3	Invoice	INTERNET SERVICE	03/01/2024	6.74	09/24	602-23-80-5921-230
1086 03/01/2	4	Invoice	INTERNET SERVICE	03/01/2024	2.02	09/24	603-23-80-5921-230
1086 03/01/2	5	Invoice	INTERNET SERVICE	03/01/2024	3.61	09/24	100-24-12-5430-230
1086 03/01/2	6	Invoice	INTERNET SERVICE	03/01/2024	12.03	09/24	601-23-81-5921-230
1086 03/01/2	7	Invoice	INTERNET SERVICE	03/01/2024	7.22	09/24	602-23-81-5921-230
1086 03/01/2	8	Invoice	INTERNET SERVICE	03/01/2024	1.20	09/24	603-23-81-5921-230
1086 03/01/2	9	Invoice	INTERNET SERVICE	03/01/2024	6.02	09/24	100-24-30-5380-230
1086 03/01/2	10	Invoice	INTERNET SERVICE	03/01/2024	6.02	09/24	601-24-30-5380-230
1086 03/01/2	11	Invoice	INTERNET SERVICE	03/01/2024	6.02	09/24	602-24-30-5380-230
1086 03/01/2	12	Invoice	INTERNET SERVICE	03/01/2024	6.01	09/24	603-24-30-5380-230
1086 03/01/2	13	Invoice	INTERNET SERVICE	03/01/2024	14.44	09/24	100-21-22-5140-230
1086 03/01/2	14	Invoice	INTERNET SERVICE	03/01/2024	38.50	09/24	100-21-21-5110-230
1086 03/01/2	15	Invoice	INTERNET SERVICE	03/01/2024	7.22	09/24	601-23-52-5588-230
1086 03/01/2	16	Invoice	INTERNET SERVICE	03/01/2024	7.22	09/24	601-23-51-5566-230
1086 03/01/2	17	Invoice	INTERNET SERVICE	03/01/2024	14.44	09/24	602-23-61-5642-230
1086 03/01/2	18	Invoice	INTERNET SERVICE	03/01/2024	4.81	09/24	100-23-43-5361-230
1086 03/01/2	19	Invoice	INTERNET SERVICE	03/01/2024	19.25	09/24	100-22-42-5233-230
1086 03/01/2	20	Invoice	INTERNET SERVICE	03/01/2024	118.62	09/24	601-24-16-5921-230
1086 03/01/2	21	Invoice	INTERNET SERVICE	03/01/2024	20.84	09/24	602-24-16-5921-230
1086 03/01/2	22	Invoice	INTERNET SERVICE	03/01/2024	20.84	09/24	603-24-16-5921-230
1086 03/01/2	23	Invoice	INTERNET SERVICE	03/01/2024	55.00	09/24	602-23-61-5642-230
Total 1086 03/01/2024:					403.00		
3034 03/01/2	1	Invoice	INTERNET SERVICE/RSVP	03/01/2024	45.00	09/24	100-22-42-5280-230
Total 3034 03/01/2024:					45.00		
7981 03/01/2	1	Invoice	INTERNET SERVICE/FULLER HALL	03/01/2024	30.00	09/24	100-22-42-5280-230
Total 7981 03/01/2024:					30.00		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					478.00		
ZERO9 SOLUTIONS LTD (7691)							
INV#3965-B2	1	Invoice	BODYWORN CAMERA SYSTEM CASES	03/07/2024	328.60	09/24	100-21-21-5110-312
Total INV#3965-B2B:					328.60		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total ZERO9 SOLUTIONS LTD (7691):					328.60		
Total 03/18/2024:					566,149.29		
Grand Totals:					865,725.19		

Report GL Period Summary

GL Period	Amount
09/24	865,725.19
Grand Totals:	865,725.19

Vendor number hash: 641014
Vendor number hash - split: 1263833
Total number of invoices: 165
Total number of transactions: 352

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	865,725.19	865,725.19
Grand Totals:	865,725.19	865,725.19

FUND LIST TOTALS FOR BILLS March 18, 2024

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	61,652.25
204	Road Use Tax Funds	216,140.25
205	Airport Fund	5,197.55
214	K9 Trust SP Rev/Trust Fund	47.00
601	Electric Utility	40,629.71
602	Water Utility	178,947.30
603	Sewer Fund	249,369.22
902	Medical/Flex	<u>113,741.91</u>
	Grand Total	\$ 865,725.19

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF February 2024

	MONTH February	Year to Date 2024	MONTH February	Year to Date 2023	
Total gallons flow	32,201,000	64,470,000	36,185,000	69,967,000	gal
Average daily flow	1,110,000		1,292,320		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	88,259	166,007	50,804	121,159	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	24,440		78,020		gal
Total gallons supernatant returned	0		0		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	9.5		17.13		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	98		96.5		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	8.38		13.63		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	97.8		97.7		%
Average effluent ammonia nitrogen Feb (1.0 mg/l average, 14.2 mg/l max. limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

WATER PLANT REPORT FOR THE MONTH OF February 2024

(Production Month-January 2024 Billing Month (Due) - February 2024)

	MONTH February	Year to Date 2024	MONTH February	Year to Date 2023
Total Gallons Pumped from Wells(Inf)	19,944,000	42,029,000	21,074,000	42,649,000
Average Gallons Pumped			(752,642)	
Gallons for Sludge	61,100	126,900	65,800	117,500
Total Gallons to Water Plant	19,882,900	41,902,100	21,008,200	42,531,500
Gallons to Distribution System From From Water Plant (Effluent reading)	23,331,000	46,972,000	24,535,000	50,028,000
TOTAL TO SYSTEM - CUBIC FEET	3,118,901	6,279,243	3,279,852	6,687,770
Billed by Clerk's Office to Customers Cubic Feet	2,366,700	4,717,700	2,321,600	4,712,900
Billed by City Departments Cubic Feet	183,100	426,600	205,000	433,800
	2,549,800	5,144,300	2,526,600	5,146,700
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0		0	
Meter	0		0	
Sew. Disp.	0		0	
Street,Water,SewerDistribution,Line est (main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept	13,368	26,736	13,368	26,736
Water Plant filter backwash	22,958	49,702	48,445	107,259
Ground storage tank loss				
Recreation-Drink.Fount.	0		0	
Cemetery	0		0	
Change in Distribution System	0		0	
Used by Contractor	0		0	
CUBIC FEET UNACCOUNTED FOR	532,775	1,058,505	691,439	1,407,075
Percentage of Unaccounted for	17.08%	16.86%	21.08%	21.04%

NOTE: 26 loads of lime sludge
hauled to farm ground

NOTE: 28 loads of lime sludge
hauled to farm ground

REMARKS:

WATER UTILITY PRODUCTION SALES & USAGE 2024

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 2024	3,160,342	2,634,612	525,730	16.64%	3,160,342	2,634,612	525,730	16.64%
Jan	Feb 2024	3,118,901	2,586,126	532,775	17.08%	6,279,243	5,220,738	1,058,505	16.86%
Feb	Mar 2024								
Mar	Apr 2024								
Apr	May 2024								
May	Jun 2024								
June	July 2024								
July	Aug 2024								
Aug	Sep 2024								
Sep	Oct 2024								
Oct	Nov 2024								
Nov	Dec 2024								
TOTALS		6,279,243	5,220,738	1,058,505					
Billings & Usage By Type of Service-C/F		Commercial	Industrial	City Depts.	Residential	Used by City Dep i.e. water breaks flush.etc. Not metered	Total	Previous Year	Previous Year Produced
Jan 2024		634,200	437,100	243,500	1,279,700	40,112	2,634,612	2,692,282	3,407,918
Feb 2024		669,300	385,800	183,100	1,311,600	36,326	2,586,126	2,588,413	3,279,852
Mar 2024									
Apr 2024									
May 2024									
Jun 2024									
July 2024									
Aug 2024									
Sep 2024									
Oct 2024									
Nov 2024									
Dec 2024									
TOTALS		1,303,500	822,900	426,600	2,591,300	76,438	5,220,738	5,280,695	6,687,770
BILLING AMOUNT		Commercial Sales	Industrial Sales	City Depts. Sales	Residential Sales	City Depts Not Sold	TOTAL SALES	PREVIOUS YEAR	
Jan 2024		\$55,029.99	\$26,113.01	\$14,402.76	\$176,535.56	N/C	\$272,081.32	\$ 209,127.27	
Feb 2024		\$57,247.43	\$24,384.12	\$11,188.04	\$176,580.23	N/C	\$269,399.82	\$ 202,913.33	
Mar 2024									
Apr 2024									
May 2024									
Jun 2024									
July 2024									
Aug 2024									
Sep 2024									
Oct 2024									
Nov 2024									
Dec 2024									
TOTALS		\$112,277.42	\$50,497.13	\$25,590.80	\$353,115.79		\$541,481.14	\$ 412,040.60	
Number of Customers		Commercial	Industrial	City Depts.	Residential			Previous Year	
Jan 2023		350	7	15	3,168		3,540	3,554	
Feb 2023		349	7	15	3,166		3,537	3,544	
Mar 2023									
Apr 2023									
May 2023									
Jun 2023									
July 2023									
Aug 2023									
Sept 2023									
Oct 2023									
Nov 2023									
Dec 2023									

CALLS FOR SERVICE

wcpd

2/1/2024 to 2/29/2024

Printed 3/12/2024

Alarm Actual/False	13
All Other Offenses	1
Animal Complaint	29
Assault	4
Assist Sheriffs Office	4
Assist VDMC	27
Assistance Public	106
Assist Other Agency	17
Bad Checks	1
Bicycle Violations	3
Burg/Breaking & Entering	8
Burning Complaint	2
Civil Disputes	1
Commercial/Resd Patrol	222
Criminal Trespass	10
Debris/Street Problems	7
Directed Assignment	2
Disorderly Conduct	1
Domestic Disturbances	13
Downtown Foot Patrol	13
Driving Complaints	8
Drug/Narcotics/Equipment	2
Escort	5
Escort/Funeral	1
Fire	6
Follow Up	34
Foot Patrol	2
Fraud	2

Harassment	5
Lost/Found Property	11
Missing Person	1
Motor Vehicle Theft	1
Motorist Assist	8
Noise Complaints	4
Notification	4
Nuisance Calls	6
Open Window/Door	1
Parking Violations	34
Project Awareness	6
Public Window Assist	41
Runaway	1
School Foot Patrol	20
Shoplifting	2
Stationary Patrol	3
Suicide/Attempted	2
Suspicious Activity	71
Theft	25
Tip	5
Tobacco Violation	3
Traffic Control/School	29
Traffic Stop	68
Utility Problems	13
Vacation House Watch	6
Vandalism	7
Vehicle Unlock	17
Warrant Served	6
Welfare Check	10
TOTAL	954

Citations Resulted from Captured Violations by Approach



Selection Criteria:

Violation Event Date From: 02/01/2024
 Violation Event Date To: 02/29/2024
 Approach (Sensor): ALL
 Include Warning Notices: NO

Site: EB US 20 @ MM 141 (US20EB)

	Citation Type	Count
Speed		1290
	Total for Approach	1290

Site: NB Briggs Woods Rd @ Millards Ln (BWMLNB)

	Citation Type	Count
Speed		75
	Total for Approach	75

Site: SB Briggs Woods Rd @ Millards Ln (BWMLSB)

	Citation Type	Count
Speed		520
	Total for Approach	520

Site: WB US 20 @ MM 141 (US20WB)

	Citation Type	Count
Speed		1331
	Total for Approach	1331

FIRE DEPARTMENT REPORT

February 2024

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
02-01	1142	116 Bicentennial Dr.	CO alarm	City
02-01	1801	542 Bank St.	Smoke in building	City
02-04	0843	198 th St.	Vehicle Extrication	City
02-05	0745	Ohio St.	Hazmat Investigation	City
02-06	1602	401 Hilcrest Dr.	Hazardous condition	City
02-09	2053	505 Fair Meadow Dr.	Gas Spill	City
02-14	0822	1924 Superior St.	Vehicle Accident/ Extricate	City
02-14	1834	401 Oakwood Dr.	Grill Fire	City
02-16	0736	1352 250 th St.	Building Fire	Fire District
02-16	1554	139.5 Hwy 20	Vehicle accident	City
02-20	2150	543 Bank St.	Excessive heat, scorch	City
02-21	1442	225 Commerce Dr.	Grass Fire	City
02-23	0809	1605 Second St.	False Alarm	City

Year to Date Total = 23

February Total =13

City- =12

Mutual- =0

District- =1

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
02-08		Hazmat Refresher	2	27

Year to Date Total = 131

February Total = 54

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>02-07</u>	<u>Inspection/ Plan review with 603 Second St. building</u>	<u>Code Review</u>
<u>02-13</u>	<u>Continued work on 603 Second St. building</u>	<u>Code Review</u>

Year to Date Total = 8

February Total =02

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
02-06		Spoke with Magellan Pipeline on training
02-07		Work on City Scene article
02-08		Mounted powerwasher bracket for station
02-12		Filled 45 SCBA bottles
02-13		Filled 65 SCBA bottles
02-15		Flow testing done on all Air packs
02-19		New pumper committee meeting
02-20		Boat repairs
		Installed 4 smoke detectors
02-27		Flush 15 sewers for street dept.

		Car Seat installation
		Work on AFG grant

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
-------------	-------------	----------------

**HAMILTON
COUNTY**

**SOLID WASTE
COMMISSION**

Serving:
BLAIRSBURG
ELLSWORTH
JEWELL
KAMRAR
RANDALL

STANHOPE
WEBSTER CITY
WILLIAMS
RURAL HAM. CO.

WEBSTER CITY, IOWA 50595-0128
TELEPHONE: 515-539-4420
800-535-1145

AGENDA
Regular Meeting
2605 McMurray Avenue
1 ½ Miles Northwest of Kamrar, Iowa

March 13, 2024

7:00 P.M.

1. Roll Call
2. Minutes of February 14, 2023
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Reports for February
5. Manager's Reports for February
6. Approve Dust Control
7. Update on Requested Land Sale to Wayne Blue
8. Open Discussion
9. 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 February 14, 2024 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

Jewell-Mickey Walker

Hamilton County-Dan Campidilli

Williams-Dennis Frayne

Webster City-Brandon Bahrenfuss

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

It was moved by Mechaelsen and seconded by Frayne that:

1. The Minutes of December 13, 2023 be approved.
2. The issuance of Payroll for the period ending December 15, 2023 and paid on December 22, 2023 in the amount of \$9,386.39 be approved.
3. The issuance of Payroll for the period ending December 29, 2023 and paid on January 5, 2024 in the amount of \$9,196.72 be approved.
4. The issuance of Payroll for the period ending January 12, 2024 and paid on January 19, 2024 in the amount of \$9,356.54 be approved.
5. The issuance of Payroll for the period ending January 26, 2024 and paid on February 2, 2024 in the amount of \$9,321.30 be approved.
6. Payment of Bills for December 2023 and January 2024 in the amount of \$220,861.06 be approved.
7. The Secretary-Treasurer's Report for December 2023 and January 2024 be approved.

Motion carried with five ayes, Blairsburg, Stanhope, Randall, and Ellsworth absent.

Wayne Blue was present to express his interest in purchasing some land from the Commission. This will be placed on the agenda next month for further discussion and consideration.

It was moved by Frayne and seconded by Bahrenfuss that the Manager's reports for December 2023 and January 2024 be approved. Motion carried with five ayes, Blairsburg, Randall, Stanhope, and Ellsworth absent.

It was moved by Walker and seconded by Bahrenfuss that the following appointments for 2024 be approved:

Dan Campidilli-Chairperson, Carlene Lendall Mechaelsen-Vice Chairperson, Cherie Ferguson-Secretary-Treasurer, Dennis Frayne and Brandon Bahrenfuss-North Central Iowa Regional Solid Waste Agency Executive Board Representatives, Terry Panton and Terry Klaver, North Central Iowa Regional Solid Waste Agency Executive Board Alternates, Dan Campidilli, Lendall Mechaelsen, and Mickey Walker-Executive Committee. Motion carried with five ayes, Blairsburg, Randall, Stanhope, and Ellsworth absent.

It was moved by Frayne and seconded by Walker to authorize the following for 2024: Executive Committee to approve payment of bills when the Commission does not meet and bills are due, issuance of payroll prior approval by the Commission, payment of certain bills prior to approval by the Commission, and the investment of funds as provided by the investment policy. Motion carried with five ayes, Stanhope, Randall, Blairsburg, and Ellsworth absent.

It was moved by Walker and seconded by Bahrenfuss to publish the following 2023 Wage Declaration as reported by the Secretary-Treasurer: Motion carried with five ayes, Blairsburg, Stanhope, Randall, and Ellsworth absent.

<u>Employee</u>	<u>Gross Annual Wage</u>
Kevin Dingman	\$6,866.00
Nick Schutt	\$44,310.62
Cherie Ferguson	\$17,308.59
Keenan Elliott	\$52,702.43
Aaron Park	\$24,298.07
Terry Klaver	\$78,851.48
Total	\$224,337.19

It was moved by Frayne and seconded by Walker that the Hamilton County Solid Waste Commission adjourn. Motion carried with five ayes, Stanhope, Randall, Blairsburg and Ellsworth absent. The Commission stood adjourned at 7:47 P.M.

Dan Campidilli, Chairperson

Cherie Ferguson, Secretary-Treasurer

Bills Approved 2/14/2024

BLUE RIBBON PELHAM WATERS	\$59.50
BAUER TIRE & TAXIDERM	\$920.00
BOMGAARS	\$1,215.79
CARD SERVICES	\$2,639.15
CINTAS	\$519.93
COLUMN SOFTWARE	\$159.34
COOPERATIVE TELEPHONE EXCHANGE	\$272.68
CORNWELL, FRIDERES, & MAHER	\$5,300.00
EFTPS	\$12,435.74
HALE TRAILER	\$60,156.83
HYDRO-SERVICE	\$225.00
IMWCA	\$644.00
IPERS	\$8,947.82
METRO WASTE AUTHORITY	\$150.00
MIDWEST ELECTRONICS	\$1,347.25
MY IOWA UI	\$166.41
NAPA	\$191.02
NATIONWIDE	\$153.00
NCIARSWA	\$77,065.06
PERMAR SECURITY SERVICES	\$712.92
POSTMASTER	\$20.91
PRINTING SERVICES, INC	\$794.40
REES TRUCK & TRAILER	\$69.86
SCS ENGINEERS	\$53.81
THE TILE PROS	\$456.00
TITAN MACHINERY	\$604.06
TOLLE AUTOMOTIVE	\$274.14
TREASURER OF STATE	\$3,191.77
UNITED COOPERATIVE	\$7,066.21
WEBSTER CITY MUNICIPAL UTILITIES	\$1,413.14
WEBSTER CITY TRU VALUE	\$18.60
WELLMARK	\$7,134.56
PAYROLL	\$26,482.16
Total	<hr/> \$220,861.06

HCSW COMMISSION

Check Detail

February 15 - March 13, 2024

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
FIRST STATE BANK CHECKING						
02/22/2024	Check	EFT	U.S. CELLULAR	CELL PHONE SERVICE		-150.86
						150.86
02/29/2024	Check	EFT	TREASURER OF STATE	JANUARY 2024 SALES TAX		-392.16
						-392.16
03/01/2024	Check	EFT	WELLMARK	MARCH HEALTH INSURANCE		-3,567.28
						3,567.28
OPERATING FUND						
02/16/2024	Payroll Check	12518	CHERIE L FERGUSON	Pay Period: 01/27/2024-02/09/2024		-578.81
				Gross Pay - This is not a legal pay stub		706.88
				Employer Taxes		60.44
				Employer Retirement Contribution		66.73
				IPERS		44.46
				IPERS - Company Contribution		66.73
				IA Unemployment Taxes		6.36
				IA Income Tax		2.90
				Federal Taxes (941/943/944)		134.79
02/16/2024	Payroll Check	12517	KEENAN L. ELLIOTT	Pay Period: 01/27/2024-02/09/2024		-1,371.55
				Gross Pay - This is not a legal pay stub		1,992.05
				Employer Taxes		170.32
				Employer Retirement Contribution		188.05
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		125.30
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		188.05
				IA Unemployment Taxes		17.93
				IA Income Tax		63.78
				Federal Taxes (941/943/944)		472.33
02/16/2024	Payroll Check	12519	TERRY A KLAVER	Pay Period: 01/27/2024-02/09/2024		-2,206.48
				Gross Pay - This is not a legal pay stub		3,112.56
				Employer Taxes		266.11
				Employer Retirement Contribution		293.83
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		195.78
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		293.83
				IA Unemployment Taxes		28.01
				IA Income Tax		123.63
				Federal Taxes (941/943/944)		713.29
02/16/2024	Payroll Check	12520	AARON A. PARK	Pay Period: 01/27/2024-02/09/2024		-1,239.80
				Gross Pay - This is not a legal pay stub		1,621.26
				Employer Taxes		138.61
				Employer Retirement Contribution		153.05
				Employer Health Ins. Contribution		334.44
				IPERS		101.98
				Health Insurance (taxable)		111.48
				IPERS - Company Contribution		153.05

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Health Insurance (taxable) - Company Contribution		334.44
				IA Unemployment Taxes		14.59
				IA Income Tax		43.98
				Federal Taxes (941/943/944)		248.04
02/16/2024	Payroll Check	12521	NICK T. SCHUTT	Pay Period: 01/27/2024-02/09/2024		-1,151.48
				Gross Pay - This is not a legal pay stub		1,704.30
				Employer Taxes		145.73
				Employer Retirement Contribution		160.89
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		107.20
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		160.89
				IA Unemployment Taxes		15.34
				IA Income Tax		68.41
				Federal Taxes (941/943/944)		396.12
03/01/2024	Payroll Check		AARON A. PARK	Pay Period: 02/10/2024-02/23/2024		-1,639.71
				Gross Pay - This is not a legal pay stub		2,128.03
				Employer Taxes		181.95
				Employer Retirement Contribution		200.89
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		133.85
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		200.89
				IA Unemployment Taxes		19.16
				IA Income Tax		71.05
				Federal Taxes (941/943/944)		334.73
03/01/2024	Payroll Check		TERRY A KLAVER	Pay Period: 02/10/2024-02/23/2024		-2,206.47
				Gross Pay - This is not a legal pay stub		3,112.56
				Employer Taxes		266.13
				Employer Retirement Contribution		293.83
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		195.78
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		293.83
				IA Unemployment Taxes		28.02
				IA Income Tax		123.63
				Federal Taxes (941/943/944)		713.31
03/01/2024	Payroll Check		NICK T. SCHUTT	Pay Period: 02/10/2024-02/23/2024		-1,215.02
				Gross Pay - This is not a legal pay stub		1,795.75
				Employer Taxes		153.53
				Employer Retirement Contribution		169.52
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		112.95
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		169.52
				IA Unemployment Taxes		16.16
				IA Income Tax		73.30
				Federal Taxes (941/943/944)		420.37
03/01/2024	Payroll Check		CHERIE L FERGUSON	Pay Period: 02/10/2024-02/23/2024		-578.81
				Gross Pay - This is not a legal pay stub		706.88
				Employer Taxes		60.44
				Employer Retirement Contribution		66.73
				IPERS		44.46

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				IPERS - Company Contribution		66.73
				IA Unemployment Taxes		6.36
				IA Income Tax		2.90
				Federal Taxes (941/943/944)		134.79
03/01/2024	Payroll Check		KEENAN L. ELLIOTT	Pay Period: 02/10/2024-02/23/2024		-1,429.37
				Gross Pay - This is not a legal pay stub		2,075.29
				Employer Taxes		177.43
				Employer Retirement Contribution		195.91
				Employer Health Ins. Contribution		334.44
				Health Insurance (taxable)		111.48
				IPERS		130.54
				Health Insurance (taxable) - Company Contribution		334.44
				IPERS - Company Contribution		195.91
				IA Unemployment Taxes		18.67
				IA Income Tax		68.23
				Federal Taxes (941/943/944)		494.43

HCSW COMMISSION

Vendor Balance Detail

All Dates

DATE	TRANSACTION TYPE	NUM	DUE DATE	AMOUNT	OPEN BALANCE	BALANCE
ARNOLD MOTOR SUPPLY						
01/16/2024	Bill	097740	01/26/2024	169.94	169.94	169.94
Total for ARNOLD MOTOR SUPPLY				\$169.94	\$169.94	
BAUER TIRE & TAXIDERMY LLC						
01/17/2023	Bill		01/27/2023	920.00	920.00	920.00
01/17/2024	Bill		01/27/2024	920.00	920.00	1,840.00
02/13/2024	Bill		02/23/2024	45.00	45.00	1,885.00
Total for BAUER TIRE & TAXIDERMY LLC				\$1,885.00	\$1,885.00	
BLUE RIBBON PELHAM WATERS						
02/29/2024	Bill	4748	03/10/2024	25.50	25.50	25.50
Total for BLUE RIBBON PELHAM WATERS				\$25.50	\$25.50	
BOMGAARS						
01/16/2024	Bill	62088300	01/26/2024	119.88	119.88	119.88
02/06/2024	Bill	62094536	02/16/2024	115.88	115.88	235.76
Total for BOMGAARS				\$235.76	\$235.76	
COOPERATIVE TELEPHONE EXCHANGE						
03/01/2024	Bill	232	03/20/2024	136.93	136.93	136.93
Total for COOPERATIVE TELEPHONE EXCHANGE				\$136.93	\$136.93	
HY-VEE						
02/13/2024	Bill		02/23/2024	9.99	9.99	9.99
Total for HY-VEE				\$9.99	\$9.99	
LIBERTY TIRE RECYCLING, LLC						
02/10/2024	Bill	2677092	03/11/2024	1,047.63	1,047.63	1,047.63
Total for LIBERTY TIRE RECYCLING, LLC				\$1,047.63	\$1,047.63	
MATT'S TIRE SERVICE						
02/13/2024	Bill	8491	02/23/2024	3,271.00	3,271.00	3,271.00
Total for MATT'S TIRE SERVICE				\$3,271.00	\$3,271.00	
NCIARSWA						
02/29/2024	Bill		03/10/2024	30,434.95	30,434.95	30,434.95
Total for NCIARSWA				\$30,434.95	\$30,434.95	
OVERHEAD DOOR COMPANY OF WEBSTER COUNTY						
03/04/2024	Bill	63157	03/14/2024	271.35	271.35	271.35
Total for OVERHEAD DOOR COMPANY OF WEBSTER COUNTY				\$271.35	\$271.35	
REES TRUCK & TRAILER, INC						
01/17/2024	Bill	12147	01/27/2024	846.96	846.96	846.96
Total for REES TRUCK & TRAILER, INC				\$846.96	\$846.96	
UNITED COOPERATIVE						
02/13/2024	Bill	53353	03/15/2024	35.00	35.00	35.00
Total for UNITED COOPERATIVE				\$35.00	\$35.00	
WEBSTER CITY MUNICIPAL UTILITIES						
02/26/2024	Bill	19.741300.01	03/20/2024	340.03	340.03	340.03
02/26/2024	Bill	19.741400.01	03/20/2024	113.76	113.76	453.79
Total for WEBSTER CITY MUNICIPAL UTILITIES				\$453.79	\$453.79	
WEBSTER CITY TRUE VALUE						
01/31/2024	Bill	174015	02/10/2024	7.58	7.58	7.58
Total for WEBSTER CITY TRUE VALUE				\$7.58	\$7.58	
TOTAL				\$38,831.38	\$38,831.38	

HCSW COMMISSION

Sales by Customer Summary

February 2024

	TOTAL
AG FORCE	184.86
AG SOURCE	148.98
ALL SEASON GUTTERS	74.10
AMERICAN SANITATION	15,647.06
CASH	8,112.87
CHAD ARNOLD	15.00
CITY OF JEWELL	53.04
DAILY FREEMAN JOURNAL	76.98
FOAM CATZ	68.04
GILBERT FLOORING & PAINT	33.54
GOOD LIFE RV	199.68
HAMILTON COUNTY CONSERVATION	193.06
HAMILTON COUNTY ENGINEER	239.96
INTERIOR SPACES	18.72
MCDOWELL & SONS CONTRACTORS, INC.	145.08
MERTZ ENGINEERING CO.	102.96
MIDWEST ECOSTRUCTION	258.18
NICK MURPHY CONSTRUCTION	25.74
NORTH CENTRAL TURF	20.28
REMINGTON SEEDS	290.16
SEAMLESS PROS LLC	189.54
SHAWN MORAN CONSTRUCTION	15.00
SIGN UP	85.02
Soil View, LLC.	161.00
SPEEDY DUMP	3,520.92
THE TRASH MAN	52,128.32
THOMPSON CONSTRUCTION	46.80
TILE PROS, INC.	86.44
VAN DIEST MEDICAL CENTER	283.28
VAN DIEST SUPPLY	221.70
WASTE MANAGEMENT	276.12
ZATLOUKAL CONSTRUCTION	30.00
TOTAL	\$82,952.43

HCSW COMMISSION

A/R Aging Summary

As of February 29, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
AG FORCE	197.80					\$197.80
AG SOURCE	159.41					\$159.41
ALL SEASON GUTTERS	79.29					\$79.29
AMERICAN SANITATION	15,647.06					\$15,647.06
CHAD ARNOLD	103.58	18.09				\$121.67
CHRIS MC NEIL PLUMBING					-34.20	\$ -34.20
CITY OF BLAIRSBURG					-0.01	\$ -0.01
CITY OF JEWELL	53.04					\$53.04
DAILY FREEMAN JOURNAL	50.59					\$50.59
DAVE SCOTT CONSTRUCTION	67.00					\$67.00
FOAM CATZ	72.80	87.01				\$159.81
GILBERT FLOORING & PAINT	35.89					\$35.89
GOOD LIFE RV	289.13					\$289.13
HAMILTON COUNTY CONSERVATION	193.06					\$193.06
HAMILTON COUNTY ENGINEER	239.96					\$239.96
HAMILTON COUNTY FAIRGROUNDS		-0.01				\$ -0.01
INTERIOR SPACES	20.03					\$20.03
J&C BUILDERS, LCC		-24.73	-37.89			\$ -62.62
LEONARD MOSS ROOFING	32.60					\$32.60
MARY ANN'S SPECIALTY FOODS					-0.01	\$ -0.01
MCDOWELL & SONS CONTRACTORS, INC.	145.08					\$145.08
MERTZ ENGINEERING CO.	110.17					\$110.17
MIDWEST ECOSTRUCTION	276.25					\$276.25
NICK MURPHY CONSTRUCTION					-120.39	\$ -120.39
NORTH CENTRAL TURF	21.70					\$21.70
REMINGTON SEEDS	294.15					\$294.15
SEAMLESS PROS LLC	202.81					\$202.81
SHAWN MORAN CONSTRUCTION	16.05					\$16.05
SIGN UP	90.97				-0.01	\$90.96
Soil View, LLC.	172.27					\$172.27
SPEEDY DUMP	3,735.07					\$3,735.07
T&T RENTALS					4.65	\$4.65
THE TRASH MAN	52,128.32					\$52,128.32
THOMPSON CONSTRUCTION	50.08					\$50.08
TILE PROS, INC.	92.49					\$92.49
VAN DIEST MEDICAL CENTER	283.28					\$283.28
WASTE MANAGEMENT	447.92	-1.27				\$446.65
ZATLOUKAL CONSTRUCTION	32.10					\$32.10
TOTAL	\$75,339.95	\$79.09	\$-37.89	\$0.00	\$-149.97	\$75,231.18

HCSW COMMISSION

Profit and Loss

February 2024

	TOTAL
Income	
OPERATING FUND	
ASSESSMENTS	
GATE CHARGES	198.88
APPLIANCES	-72.82
C&D	280.00
CONCRETE	27,736.70
ELECTRONICS	15.36
MSW	28.00
PACKER	44,530.43
RCC FEES	359.00
TIRES	24.80
TVS	200.00
Total GATE CHARGES	390.00
	73,491.47
REFUNDS AND REIMBURSEMENTS	727.56
SCRAP METAL SOLD	542.20
Total OPERATING FUND	74,960.11
Unapplied Cash Payment Income	-2.80
Total Income	\$74,957.31
GROSS PROFIT	\$74,957.31
Expenses	
Operating Fund Expenses	
Building Supplies	233.14
Cell Phone Service	150.86
Computer Service	196.31
Diesel Fuel/Fuel Oil	1,728.40
Drinking Water Service	25.50
Electricity	742.04
ELECTRONICS RECYCLING	1,347.25
Gasoline	171.07
Insurance Expense	153.00
LEACHATE DISPOSAL	456.00
Meeting/Training Expenses	177.58
MISC EXPENSES	520.46
NCIARSWA Gate Fees	30,434.95
NCIARSWA Per Capita Assessments	16,195.16
Office Supplies	794.40
Other Capital Outlay	643.42
Payroll Expenses	
Health Insurance	3,567.28
Total Payroll Expenses	3,567.28
Phone & Internet Service	135.65

	TOTAL
Safety Clothing and Equipment	193.97
Security Monitoring	361.83
Tires	274.14
Uniform Service	377.76
Vehicle&Equip. Parts&Supplies	763.89
Total Operating Fund Expenses	-59,644.06
Payroll Expenses	
Company Contributions	
Health Insurance	2,675.52
Retirement	1,742.49
Total Company Contributions	4,418.01
Taxes	1,578.16
Wages	18,458.35
Total Payroll Expenses	24,454.52
Unapplied Cash Bill Payment Expense	53.81
Total Expenses	\$84,152.39
NET OPERATING INCOME	\$-9,195.08
NET INCOME	\$-9,195.08

HCSW COMMISSION

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

July 2023 - February 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
CRUSHED ROCK	240.70		240.70	
OPERATING FUND	1.79		1.79	
ASSESSMENTS	48,585.48	64,781.00	-16,195.52	75.00 %
BAD CHECK FEES	-15.60		-15.60	
FARM INCOME		3,500.00	-3,500.00	
GAS TAX REFUND		50.00	-50.00	
GATE CHARGES	-728.49	1,100,000.00	-1,100,728.49	-0.07 %
APPLIANCES	4,370.00		4,370.00	
C&D	261,967.59		261,967.59	
CONCRETE	117.32		117.32	
ELECTRONICS	854.00		854.00	
LATEX PAINT	279.00		279.00	
MSW	464,232.95		464,232.95	
PACKER	4,130.00		4,130.00	
RCC FEES	87.21		87.21	
TIRES	3,843.10		3,843.10	
TVS	4,440.00		4,440.00	
Total GATE CHARGES	743,592.68	1,100,000.00	-356,407.32	67.60 %
INTEREST	717.46	13,000.00	-12,282.54	5.52 %
REFUNDS AND REIMBURSEMENTS	3,424.00	5,000.00	-1,576.00	68.48 %
SCRAP METAL SOLD	4,726.17	6,000.00	-1,273.83	78.77 %
Total OPERATING FUND	801,031.98	1,192,331.00	-391,299.02	67.18 %
POST CLOSURE RESERVE FUND				
INTEREST ON INVESTMENTS	20,960.90	30,000.00	-9,039.10	69.87 %
Total POST CLOSURE RESERVE FUND	20,960.90	30,000.00	-9,039.10	69.87 %
Services				
TRANSFER STATION CD INTEREST	1,005.00		1,005.00	
Unapplied Cash Payment Income	-386.37	1,500.00	-1,500.00	
Total Income	\$822,852.21	\$1,223,831.00	\$-400,978.79	67.24 %
GROSS PROFIT	\$822,852.21	\$1,223,831.00	\$-400,978.79	67.24 %
Expenses				
LANDFILL POST CLOSURE FUND				
CONSULTING ENGINEERING FEES	521.56	1,990.00	-1,468.44	26.21 %
OTHER DISBURSEMENTS	3,684.38	5,000.00	-1,315.62	73.69 %
Total LANDFILL POST CLOSURE FUND	4,205.94	6,990.00	-2,784.06	60.17 %
Operating Fund Expenses				
Attorney Fees		1,000.00	-1,000.00	
Audits	5,300.00	6,000.00	-700.00	88.33 %
Bank Service Charges		100.00	-100.00	
Building and Fixture Repairs	2,937.60	75,000.00	-72,062.40	3.92 %
Building Supplies	835.78	2,000.00	-1,164.22	41.79 %
Cell Phone Service	788.26	1,400.00	-611.74	56.30 %

TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Change Fund		50.00	-50.00	
COMMISSION FEES	683.79	2,000.00	-1,316.21	34.19 %
Computer Service	1,272.19	1,500.00	-227.81	84.81 %
Diesel Fuel/Fuel Oil	28,662.81	45,000.00	-16,337.19	63.70 %
Drinking Water Service	289.00	500.00	-211.00	57.80 %
Electricity	3,522.51	5,750.00	-2,227.49	61.26 %
ELECTRONICS RECYCLING	8,829.95	10,000.00	-1,170.05	88.30 %
Engineering Fees	737.82	7,000.00	-6,262.18	10.54 %
Equipment and Vehicle Repairs	5,032.15	8,000.00	-2,967.85	62.90 %
EQUIPMENT PURCHASES		57,000.00	-57,000.00	
Gasoline	856.81	1,200.00	-343.19	71.40 %
Insurance Expense	16,526.00	15,700.00	826.00	105.26 %
LEACHATE DISPOSAL	2,250.64	3,500.00	-1,249.36	64.30 %
Licenses and Permits	100.00	100.00	0.00	100.00 %
MEDICAL SERVICES	141.00	250.00	-109.00	56.40 %
Medical Supplies	17.12	200.00	-182.88	8.56 %
Meeting/Training Expenses	1,064.68	2,000.00	-935.32	53.23 %
Membership Dues		450.00	-450.00	
MISC EXPENSES	1,007.48		1,007.48	
Miscellaneous Expenses	333.00		333.00	
NCIARSWA Gate Fees	267,037.33	375,000.00	-107,962.67	71.21 %
NCIARSWA Per Capita Assessments	48,585.48	64,781.00	-16,195.52	75.00 %
Office Supplies	1,424.19	3,500.00	-2,075.81	40.69 %
Other Capital Outlay	643.42	5,000.00	-4,356.58	12.87 %
Payroll Expenses				
Health Insurance	11,992.88	45,911.00	-33,918.12	26.12 %
IPERS	8,923.73	23,483.00	-14,559.27	38.00 %
Medicare & Social Security	8,424.43	19,030.00	-10,605.57	44.27 %
Unemployment Insurance		1,465.00	-1,465.00	
Wages		248,762.00	-248,762.00	
Total Payroll Expenses	29,341.04	338,651.00	-309,309.96	8.66 %
Phone & Internet Service	1,093.55	1,800.00	-706.45	60.75 %
Postage	333.36	600.00	-266.64	55.56 %
Propane	3,313.10	3,500.00	-186.90	94.66 %
Public Notices	636.26	1,500.00	-863.74	42.42 %
RCC DISPOSAL/SUPPLIES	8,831.74	20,000.00	-11,168.26	44.16 %
Rock	22,525.00	26,500.00	-3,975.00	85.00 %
Safety Clothing and Equipment	1,719.04	2,000.00	-280.96	85.95 %
Security Monitoring	1,057.92	1,400.00	-342.08	75.57 %
Signs		500.00	-500.00	
TIRE REMOVAL	10,596.55	10,000.00	596.55	105.97 %
Tires	5,049.10	10,000.00	-4,950.90	50.49 %
Uniform Service	1,631.03	2,000.00	-368.97	81.55 %
Vehicle&Equip. Parts&Supplies	12,445.83	10,000.00	2,445.83	124.46 %
Weed Chemicals	102.88		102.88	
WORKERS' COMP INSURANCE	4,936.00	6,100.00	-1,164.00	80.92 %
Total Operating Fund Expenses	502,491.41	1,128,532.00	-626,040.59	44.53 %
Payroll Expenses				
Company Contributions				

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Health Insurance	28,124.54		28,124.54	
Retirement	14,930.65		14,930.65	
Total Company Contributions	43,055.19		43,055.19	
Taxes	12,977.96		12,977.96	
Wages	158,163.03		158,163.03	
Total Payroll Expenses	214,196.18		214,196.18	
Unapplied Cash Bill Payment Expense	53.81		53.81	
Total Expenses	\$720,947.34	\$1,135,522.00	\$-414,574.66	63.49 %
NET OPERATING INCOME	\$101,904.87	\$88,309.00	\$13,595.87	115.40 %
Other Income				
Late Fee Income	161.67		161.67	
Total Other Income	\$161.67	\$0.00	\$161.67	0.00%
Other Expenses				
Reconciliation Discrepancies-1	0.49		0.49	
Total Other Expenses	\$0.49	\$0.00	\$0.49	0.00%
NET OTHER INCOME	\$161.18	\$0.00	\$161.18	0.00%
NET INCOME	\$102,066.05	\$88,309.00	\$13,757.05	115.58 %

HAMILTON COUNTY TRANSFER STATION

(Manager's Report for February 2024)

Damage to East Door of Transfer Station Building

We again had some bad luck with another door on the Transfer Station Building. On Thursday 2/29/24 12:23 P.M a driver employed by Speedy Dump contacted the bottom 2-panels of our east door and the metal framework above and beside the door opening. Overhead doors just happened to be up in Stonega working and were quickly onsite less than 2 hours after the damage occurred. They were able to adjust and bend the damaged panels to the point the door could be opened and closed making litter containment much easier for us. We are planning on having repair estimates before our next meeting. I have Overhead door providing repair costs on the door as is and on another estimate that includes making the door 48" taller. This would make it a lot tougher to do damage just like our south door is currently . I have also contacted our insurance provider Town and Country and shared my information with them along with some pictures of the damage. They said ICAP would champion the project from there. Updates as I receive them.

Sale of Property Project

After an inquiry by the Blue's who are wanting to purchase the 3.85 acres just south of the Transfer Building site. Cherie contacted our attorney Zach Chezik for directions on proper method of sale. She was told if the offer to purchase this land was at a fair market value the sale did not have to go up for public bids. I shared this with the Blues and an offer was received the week ending March 1st 2024. A copy of their offer is included in this months packet for review during our next meeting.

Terry Humer

Reporter Information

Loss Date: Thursday, February 29, 2024
Loss Time: 12:20 PM
Reporter Type: Agent
First Name: Morgan
Last Name: Jensen
Best Contact Number: 515-832-3787
Reporter Email Address: mjensen@tcins.com
What Type Of Damage Are You Reporting? Building damage

Member/Location Information

Member Notified Date: Friday, March 1, 2024
Member Name: Hamilton County Solid Waste Commission
Department: 09 Other Utilities

Loss Location Information

Loss Location Name: Hamilton County Solid Waste
Address: 2605 McMurray Avenue
Webster City, IA 50595
United States of America

Property Damage

Is Member Owner Of The Damaged Property? Yes
Property Damage Description: East garage door hit by a claimant driver

Member Claims Contact

First Name: Terry
Last Name: Klaver
Best Contact Number: 515-539-4420 Ext.
Email Address: hamcosolidwaste@netins.net
Would You Like An Email Copy Of This Report? Yes
Email Address: hamcosolidwaste@netins.net

Comments/Remarks

File Upload

Comments / Remarks: Claimant: Speedy Dump LLC. PO Box 676, Humboldt IA 50548 Tax ID #: 81-2098419 phone: 515-332-3867 driver: Dakota Max Allen Miller. DL #: 293AE9317

PLEASE NOTE: This is a post only e-mail, you cannot use the 'Reply' function. Any attempt to do so will not be received by the sender.

Any personal data acquired, processed or shared by us will be lawfully processed in line with applicable data protection legislation. If you have any questions regarding how we process personal data refer to our Privacy Notice <https://www.sedgwick.com/global-privacy-policy>. Any communication including this email and files/attachments transmitted with

Offer to Purchase

This offer to purchase is in regards to the 3.85 A. m/l of land owned by Hamilton Co. Solid Waste, lying directly south of the Hamilton County Iowa Transfer Station. It is understood that the buyer will be responsible for all survey and abstract costs to complete the sale.

Offer Price: \$45,000.00

Buyer: WBB Limited Partnership by Wayne A. Blue

Wayne A. Blue



United States
Department of
Agriculture

Hamilton County, Iowa



Legend

- ☐ Non-Cropland
- ☐ CRP
- ☐ Iowa PLSS
- ☐ Cropland
- ☐ Tract Boundary
- ☐ Iowa Roads

Wetland Determination Identifiers

- ☒ Restricted Use
- ☐ Limited Restrictions
- ☐ Exempt from Conservation
- ☐ Compliance Provisions

Tract Cropland Total: 3.85 acres

2023 Program Year

Map Created April 01, 2023

Farm 4959

Tract 6808

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA is an equal opportunity provider, employer, and lender.

6061434

HAMILTON COUNTY SOLID WASTE COMMISSION

February - 2024 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	Thurs	75.52	2,872.96	0.00	212.56	3,115.52	1.66	129.48	
2	Fri	44.57	3,385.79	32.00	134.55	3,577.34			
3	Sat	8.21	368.16	32.00	335.90	786.06			
4	Sun	0.00	0.00	0.00	0.00	0.00			
5	Mon	31.32	1,992.81	16.00	458.46	2,769.27			
6	Tues	56.61	4,264.50	16.00	242.42	4,522.92			
7	Wed	54.01	3,917.41	8.00	349.70	4,300.11			
8	Thurs	61.15	4,395.81	16.00	129.21	4,684.02			
9	Fri	77.24	3,418.45	0.00	314.40	3,990.85			
10	Sat	9.79	350.73	64.00	481.23	970.96			
11	Sun	0.00	0.00	0.00	0.00	0.00			
12	Mon	52.28	3,711.41	8.00	292.45	4,090.56			
13	Tues	53.96	4,031.37	8.00	232.92	4,304.29			
14	Wed	53.50	3,920.44	32.00	301.35	4,298.79			
15	Thurs	37.20	2,877.91	0.00	60.88	2,960.79			
16	Fri	40.92	3,258.25	8.00	91.20	3,357.45			42/65.7806 PAINT
17	Sat	12.90	826.36	40.00	219.12	1,085.48			
18	Sun	0.00	0.00	0.00	0.00	0.00			
19	Mon	23.70	3,691.94	16.00	556.82	4,364.76			
20	Tues	29.39	2,061.72	16.00	282.98	2,530.85			
21	Wed	53.84	3,974.56	16.00	301.56	4,377.12			
22	Thurs	27.06	1,911.88	16.00	234.84	2,184.72			
23	Fri	36.26	2,504.70	16.00	405.73	3,061.13			
24	Sat	21.80	1,351.92	24.00	452.26	1,942.18			
25	Sun	0.00	0.00	0.00	0.00	0.00			
26	Mon	37.40	2,610.63	16.00	360.99	3,123.67			
27	Tues	43.35	3,247.19	8.00	241.82	3,703.13			9.00
28	Wed	51.78	4,066.90	8.00	24.18	4,091.31			
29	Thurs	53.00	4,786.53	8.00	445.79	5,417.32			
Total		1046.76	73800.33	424.00	7163.32	83610.60	1.66	129.48	9.00
TOTAL AVG		40.26	2838.47	16.31	275.51	3215.79	0.06	4.98	0.35

HAMILTON COUNTY SOLID WASTE COMMISSION

February - 2024 MONTHLY REPORT

DATE	DAY	Tires, Tubes & Rims		Appliances-White Goods		Tv & Electronics		DAILY FORT DODGE	TONS OF CONSTR.	TONS OF MSW
		UNITS	RECEIPTS	UNITS	RECEIPTS	UNITS	RECEIPTS	TONS	TO BLDG.	WASTE
1	Thurs	0.00	0.00	3.00	30.00	0.00	0.00	36.93	1.64	73.88
2	Fri	0.00	0.00	1.00	10.00	1.00	15.00	40.10	2.14	42.43
3	Sat	5.00	25.00	1.00	10.00	1.00	15.00	19.73	0.98	7.23
4	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	Mon	43.00	232.00	4.00	40.00	2.00	30.00	12.46	2.50	28.82
6	Tues	0.00	0.00	0.00	0.00	0.00	0.00	62.54	2.32	54.29
7	Wed	0.00	0.00	1.00	10.00	1.00	15.00	52.13	3.10	52.13
8	Thurs	7.00	41.00	8.00	80.00	2.00	22.00	50.74	0.35	60.80
9	Fri	20.00	100.00	5.00	50.00	12.00	108.00	29.77	1.09	46.38
10	Sat	0.00	0.00	3.00	30.00	3.00	45.00	39.47	0.00	9.79
11	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	Mon	3.00	21.00	5.00	50.70	1.00	7.00	40.06	3.11	49.17
13	Tues	1.00	5.00	2.00	20.00	1.00	7.00	52.67	7.17	46.79
14	Wed	0.00	0.00	0.00	0.00	3.00	45.00	32.00	1.61	51.89
15	Thurs	1.00	5.00	1.00	10.00	1.00	7.00	66.89	4.68	32.52
16	Fri	0.00	0.00	0.00	0.00	0.00	0.00	34.74	5.81	35.11
17	Sat	0.00	0.00	0.00	0.00	0.00	0.00	22.5	0.00	12.90
18	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	Mon	4.00	20.00	5.00	50.00	2.00	30.00	21.78	6.29	47.41
20	Tues	32.00	155.15	0.00	0.00	1.00	15.00	59.62	0.00	29.39
21	Wed	2.00	15.00	1.00	10.00	4.00	60.00	32.24	4.26	49.58
22	Thurs	1.00	7.00	0.00	0.00	1.00	15.00	40.63	3.21	23.85
23	Fri	18.00	90.70	3.00	30.00	2.00	14.00	34.47	5.88	30.38
24	Sat	0.00	0.00	1.00	10.00	8.00	104.00	37.68	1.17	20.63
25	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26	Mon	7.00	36.05	4.00	40.00	4.00	60.00	13.56	2.19	35.21
27	Tues	60.00	189.12	1.00	10.00	1.00	7.00	50.58	1.48	41.87
28	Wed	1.00	5.00	1.00	10.00	0.00	0.00	50.97	4.68	47.10
29	Thurs	3.00	15.00	3.00	30.00	12.00	132.00	53.00	4.42	54.51
TOTAL		208.00	962.02	53.00	530.70	63.00	753.00	987.26	70.08	984.06
TOTAL AVG		8.32	38.48	2.12	21.23	2.52	30.12	39.49	2.80	39.36

BINNS & STEVENS DUST CONTROL

WE ARE TAKING ORDERS IN HAMILTON COUNTY FOR 2024.

PHONE - 641-672-2566

Check out our website at www.binnsandstevens.com for online forms and payments

When you spread LIQUIDOW™ Liquid Calcium Chloride
on unpaved roads, a lot of problems clear up.

™ Trademark of Occidental Chemical Corporation

CALCIUM CHLORIDE ATTRACTS MOISTURE; THIS IS WHAT MAKES IT AN EXCELLENT DUST CONTROL AGENT. IT IS PRODUCED FROM NATURAL BRINE DEPOSITS FOUND UNDERGROUND SO IT IS SAFE TO THE ENVIRONMENT. DUST CONTROL IS NOT TOTAL DUST ELIMINATION.

IF YOU WOULD LIKE TO HAVE DUST CONTROL APPLIED IN HAMILTON COUNTY THE PERMIT MUST BE FILLED OUT COMPLETELY, AND SIGNED, THEN SENT TO BINNS & STEVENS, P.O. BOX 1005 OSKALOOSA, IA. 52577 (WITH PAYMENT) BEFORE APRIL 12, 2024.

LATE APPLICATIONS WILL NOT GET DUST CONTROL UNTIL A LATER DATE

DUE TO WEATHER, ROAD, & TRAFFIC CONDITIONS 2 APPLICATIONS ARE RECOMMENDED

A MINIMUM LENGTH OF 500' IS REQUIRED

PRICES FOR THE 2024 SEASON (TAX INCLUDED)

THESE PRICES ONLY GUARANTEED UNTIL APRIL 12, 2024

1 APPLICATION 500' - \$335.00 - ADDITIONAL FOOTAGE OVER 500' (\$.67 per foot)

2 APPLICATIONS 500' - \$632.50 - ADDITIONAL FOOTAGE OVER 500' (\$1.265 per foot)

THERE IS A \$25.00 FEE ON ALL RETURNED CHECKS *\$100.00 FEE IF A SMALL CLAIM IS FILED*

PLEASE HAVE AREA TO BE TREATED CLEARLY FLAGGED AND VISIBLE AT EACH END FOR THE ENTIRE SEASON (MAY TO OCTOBER) EXPLAIN ON THE PERMIT WHERE TREATMENT IS TO BE PLACED. IF FLAGS ARE NOT VISIBLE DRIVERS WILL USE THEIR OWN JUDGMENT FOR LOCATION. PLEASE NOTE: ALL SPOTS WILL BE MEASURED. ANY FOOTAGE FLAGGED OVER AMOUNT ORDERED WILL BE BILLED TO CUSTOMER. IF YOU ARE NOT SURE OF FLAG DISTANCE AND DO NOT WANT MORE THAN ORDERED PLEASE WRITE IT ON THE PERMIT.

MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: March 18, 2024

RE: Adopt a Resolution Authorizing and Approving Execution of a Purchase Agreement for the Sale of Lots in Brewer Creek Estates 6th Addition Between the City of Webster City and Ridge Development, LLC.

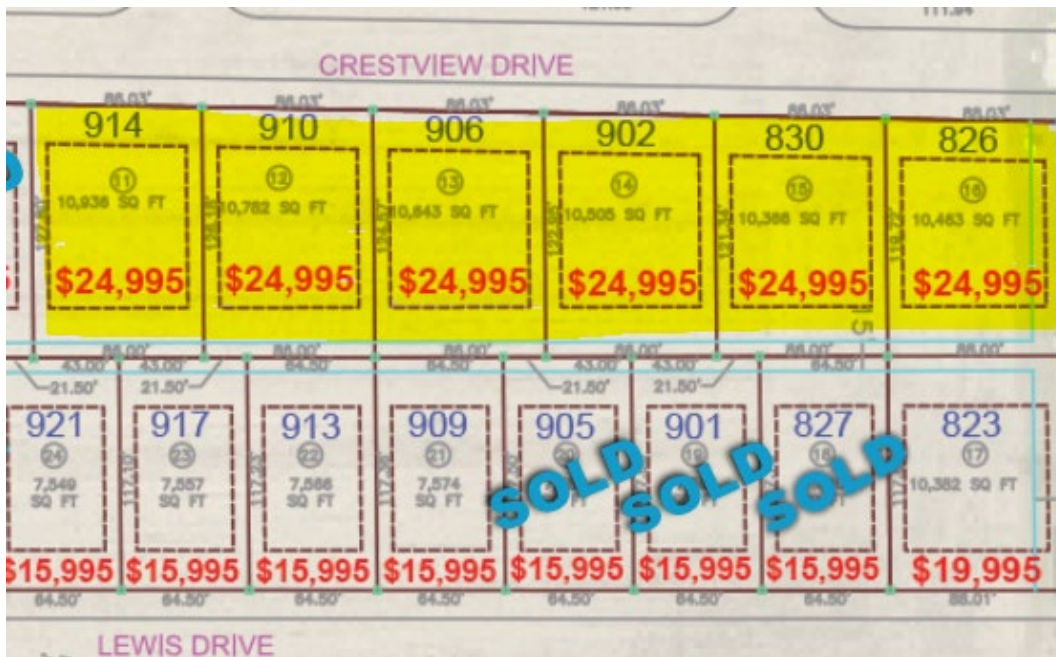
SUMMARY: A public hearing needs to be held for the disposal of City-owned property located in Brewer Creek Estates 6th Addition.

PREVIOUS COUNCIL ACTION: A public hearing was held on November 6, 2017, establishing lot prices in Brewer Creek Estates 5th and 6th Additions. On March 4, 2024, Council approved a resolution to set the date of March 18, 2024 at 6:05 p.m. to hold the Public Hearing on the disposal of City-owned property.

BACKGROUND/DISCUSSION: The City has been approached by a prospective developer, Ridge Development LLC, to purchase six lots in Brewer Creek Estates 6th Addition; lots 11, 12, 13, 14, 15 and 16 each for \$24,995. The Developer will purchase the lots at full asking price originally established by Council in 2017, with \$1,000 down per lot at the time the purchase agreement is executed and the remaining balance of each lot price paid after each home is built and sold. A Purchase Agreement has been developed by the City Attorney in the amount of \$149,970 for the total price of all six lots. If the purchase agreement is approved, closing on the six lots in the Brewer Creek Estate 6th Addition will commence immediately.

In addition, the developer has asked that City Council consider his request of placing a cap on building and trade permit fees at \$2,500.00 per building. City staff has done research of the surrounding communities and has compared permit costs on a project with a valuation of \$450,000 and has found that our building permits are anywhere from \$111 - \$2,980.60 higher than our surrounding communities. The communities that were compared are Boone, Story City, Clarion, Fort Dodge and Eagle Grove. This valuation was chosen as Ridge Development has recently built four dwellings in the Brewer Creek Estates 6th addition and this was the valuation for two of the projects. In addition to the building permits the City has trade permits and a plan review fee that is 45% of the building permit fee. Our surrounding communities either do not have a plan review fee for residential development or has a set fee of anywhere from \$120 – 500 or a 25% of building permit fee. Our surrounding communities have either included their trade permits in their building permit or have fees as low as \$75 per trade, our trade permits for the recent Ridge Development projects were any where from \$192 - \$663.

If City Council chooses to approve the request of the cap on building permit fees, the drafted purchase agreement would be amended to reflect this as well.



The developer plans to start the work by mid to late April. As with all lot purchases in the Brewer Creek Additions, the covenants set forth require the developer to have the lots developed within eighteen months of purchase unless an extension is granted by the City. If the lots are not developed within eighteen months, and the property has reverted back to the City, the developer has the option to purchase the lot(s) with any and all improvements made, at the same price as originally purchased from the City. The lot prices were established on November 6, 2017 for both the 5th and 6th Additions of Brewer Creek, which would allow the City to sell these lots without holding a public hearing for each lot sold. However, to execute this purchase agreement for the disposal of City-owned property, with the special exception request made by the developer to pay after the sale of the homes, a public hearing is required.

By entering this purchase agreement, it will be the responsibility of City Staff to keep City Council informed of the progress of the development of the lots. If the lots are not developed within the eighteen-month timeframe that is in place by restrictive covenants, it will be the responsibility of City Staff and City Council to ensure the property reverts back to the City, by way of a deed held in escrow. We are also taking the precaution of stating that there may be no mortgages placed on the property until construction has begun. If the purchase agreement is approved, deeds, mortgages, promissory notes and escrow agreements will be prepared for all parties to sign.

FINANCIAL IMPLICATIONS: Taxes will be generated once these lots are sold and the houses are constructed.

RECOMMENDATION: Provide direction on request of capping of building permit fees of \$2,500 per building.

City Staff recommends City Council adopt a resolution authorizing and approving the execution of a purchase agreement for the sale of lots 11, 12, 13, 14, 15 and 16 in Brewer Creek Estates 6th Addition between the City of Webster City and Ridge Development, LLC.

RESOLUTION NO. 2024-xxx

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A PURCHASE AGREEMENT FOR
THE SALE OF LOTS IN BREWER CREEK ESTATES 6TH ADDITION
BETWEEN THE CITY OF WEBSTER CITY AND RIDGE DEVELOPMENT, LLC.**

WHEREAS, The City of Webster City, Iowa did hold a public hearing on the proposed sale of the following described property:

Lots in Brewer Creek Estates 6th Addition in Webster City, Iowa
more specifically herein described as:

Lots 11, 12, 13, 14, 15 and 16 In Brewer Creek Estates 6th Addition
to Webster City, Iowa.

WHEREAS, public notice was given as required by law and a public hearing was held on March 18, 2024, and no written or oral objections were presented to the proposed sale of the City owned property described above; and

WHEREAS, this Council proposes to sell these lots for \$149,970.00 plus all legal and associated costs, subject to the terms as outlined in the executed Purchase Agreement.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the Purchase Agreement between both parties.

Passed and adopted this 18th of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

RESIDENTIAL PURCHASE AGREEMENT

TO: City of Webster City, Iowa, a Municipal Corporation (SELLER)

The undersigned BUYER hereby offer to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Hamilton County, Iowa, legally described as:

Lots 11, 12, 13, 14, 15 and 16, Brewer Creek Estate 6th Addition, Webster City, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be **\$149,970.00** and the method of payment shall be as follows:

\$6,000.00 (\$1,000.00 per lot noted above) with this offer to be upon acceptance of this offer and the balance of the Purchase Price: in cash, in accordance with the terms of this Agreement herein or any subsequent agreement entered into between the parties.

2. REAL ESTATE TAXES. A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2024) due and payable in the subsequent fiscal year (commencing July 1, 2024).

BUYER shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYER shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. A. SELLER shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER' possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER. BUYER shall pay all other special

assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agree to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before **April 5, 2024**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

6. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted.

7. ABSTRACT AND TITLE. SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYER' attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

8. SURVEY. BUYER may, at BUYER' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.

9. ENVIRONMENTAL MATTERS. (a) SELLER warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous

wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

(b) BUYER may at their expense, within 7 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER are required to expend any sum in excess of \$ 0.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER' right to cancel this transaction as provided above.

10. DEED. Upon execution of this Agreement and payment of deposit noted in Paragraph 1 above, SELLER shall convey the Property to BUYER by Corporate Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

11. STATEMENT AS TO LIENS. If BUYER intend to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

12. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. REMEDIES OF THE PARTIES. A. If BUYER fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fail to timely perform this Agreement, BUYER have the right to have all payments made returned to them.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

15. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

18. ADDITIONAL PROVISIONS: (check if applicable)

☒ A. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

☒ B. SEPARATE MORTGAGE AND PROMISSORY NOTE. BUYER agrees to execute a separate mortgage(s) and promissory note(s) between BUYER and SELLER securing the SELLER'S interest in said Agreement and providing that upon the sale of each individual lot noted below, BUYER shall, at closing, immediately pay to the SELLER the per lot price noted below:

Lot 11, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 12, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 13, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 14, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 15, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 16, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00

Failure by either party to execute a separate mortgage(s) and promissory note(s) shall deem this Purchase Agreement null and void.

☒ C. DEED BACK HELD IN ESCROW. BUYER herein agrees to execute and place in escrow, at First State Bank, Webster City, Iowa, a warranty deed(s) back to SELLER for all the above-noted lots. In the event that BUYER fails to construct a principal structure on each of the lots, in accordance with the Protective Covenants and Conditions for Brewer Creek

Estates 6th Addition in Webster City, Iowa, specifically Section I(5), the parties hereto agree that SELLER shall be entitled to said warranty deed(s), which shall be recorded, transferring ownership of said lot back to the SELLER. In such a scenario, BUYER herein agrees to forfeit the earnest funds provided for above.

[X] D. NO OTHER ENCUMBRANCES OF PROPERTY WITHOUT SELLER APPROVAL.

Both parties hereto agree that BUYER shall not place on or encumber said above noted lots with any mortgages, liens, judgments or other encumbrance without first obtaining SELLER'S written approval. Once construction has begun on said lots, SELLER herein agrees to not unreasonably withhold approval of additional encumbrances on said lots.

[X] E. FINANCING APPROVAL. This Agreement is contingent upon BUYER obtaining the necessary financing approval from their bank by March 29, 2024. BUYER shall provide SELLER with proof of said approval by said date. Failure to obtain said approval by said date will result in this Agreement being deemed null and void and BUYER shall be returned their earnest funds.

[X] F. CITY SITE AND BUILDING PLAN APPROVAL. This Agreement is contingent upon BUYER obtaining the necessary site plan and building plan approval from the City of Webster City, Iowa prior to closing. Failure to obtain said necessary site plan and/or building plan approval from the City of Webster City, Iowa prior to closing will result in this Agreement being deemed null and void and BUYER shall be returned their earnest funds.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER **on or before February 28, 2024** this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

City of Webster City, Iowa,
a Municipal Corporation
By: John Hawkins, Mayor
Address: 400 Second Street
Webster City, Iowa 50595
Telephone: (515) 832-9141

(SELLER)

Date Accepted

ATTEST:

City of Webster City, Iowa,
A Municipal Corporation
By: Karyl Bonjour, City Clerk

Ridge Development, LLC
By: Brian Ridge, Manager
EIN: _____

(BUYER)

Date

Address: _____

MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: March 18, 2024

RE: Adopt a Resolution Authorizing and Approving Execution of a Purchase Agreement for the Sale of Lots in Brewer Creek Estates 6th Addition Between the City of Webster City and Green Stream Homes of Iowa, LLC.

SUMMARY: A public hearing needs to be held for the disposal of City-owned property located in Brewer Creek Estates 6th Addition.

PREVIOUS COUNCIL ACTION: A public hearing was held on November 6, 2017, establishing lot prices in Brewer Creek Estates 5th and 6th Additions. On March 4, 2024, Council approved a resolution to set the date of March 18, 2024 at 6:05 p.m. to hold the Public Hearing on the disposal of City-owned property.

BACKGROUND/DISCUSSION: The City has been approached by a prospective developer, Green Stream Homes of Iowa, LLC, to purchase four lots in Brewer Creek Estates 6th Addition; lots 21, 22, 23, and 24 each for \$15,995. The Developer will purchase the lots at full asking price originally established by Council in 2017, with \$500 down per lot at the time the purchase agreement is executed and the remaining balance of each lot price paid after each home is built and sold. A Purchase Agreement has been developed by the City Attorney in the amount of \$63,980.00 for the total price of all four lots. If the purchase agreement is approved, closing on the four lots in the Brewer Creek Estate 6th Addition will commence immediately.



The developer plans to start the work by April. As with all lot purchases in the Brewer Creek Additions, the covenants set forth require the developer to have the lots developed within eighteen months of purchase unless an extension is granted by the City. If the lots are not developed within eighteen months, and the property has reverted back to the City, the developer has the option to purchase the lot(s) with any and all improvements made, at the same price as originally purchased from the City. The lot prices were established on November 6, 2017 for both the 5th and 6th Additions of Brewer Creek, which would allow the City to sell these lots without holding a public hearing for each lot sold. However, to execute this purchase agreement for the disposal of City-owned property, with the special exception request made by the developer to pay after the sale of the homes, a public hearing is required.

By entering this purchase agreement, it will be the responsibility of City Staff to keep City Council informed of the progress of the development of the lots. If the lots are not developed within the eighteen-month timeframe that is in place by restrictive covenants, it will be the responsibility of City Staff and City Council to ensure the property reverts back to the City, by way of a deed held in escrow. We are also taking the precaution of stating that there may be no mortgages placed on the property until construction has begun. If the purchase agreement is approved, deeds, mortgages, promissory notes and escrow agreements will be prepared for all parties to sign.

FINANCIAL IMPLICATIONS: Taxes will be generated once these lots are sold and the houses are constructed.

RECOMMENDATION: City Staff recommends City Council adopt a resolution authorizing and approving the execution of a purchase agreement for the sale of lots 21, 22, 23 and 24 in Brewer Creek Estates 6th Addition between the City of Webster City and Green Stream Homes of Iowa, LLC.

RESOLUTION NO. 2024-xxx

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A PURCHASE AGREEMENT FOR
THE SALE OF LOTS IN BREWER CREEK ESTATES 6TH ADDITION
BETWEEN THE CITY OF WEBSTER CITY AND GREEN STREAM HOMES OF IOWA, LLC.**

WHEREAS, The City of Webster City, Iowa did hold a public hearing on the proposed sale of the following described property:

Lots in Brewer Creek Estates 6th Addition in Webster City, Iowa
more specifically herein described as:

Lots 21, 22, 23 and 24 In Brewer Creek Estates 6th Addition
to Webster City, Iowa.

WHEREAS, public notice was given as required by law and a public hearing was held on March 18, 2024, and no written or oral objections were presented to the proposed sale of the City owned property described above; and

WHEREAS, this Council proposes to sell these lots for \$63,980.00 plus all legal and associated costs, subject to the terms as outlined in the executed Purchase Agreement.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute the Purchase Agreement between both parties.

Passed and adopted this 18th of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

RESIDENTIAL PURCHASE AGREEMENT

TO: City of Webster City, Iowa, a Municipal Corporation (SELLER)

The undersigned BUYER hereby offer to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Hamilton County, Iowa, legally described as:

Lots 21, 22, 23 and 24, Brewer Creek Estate 6th Addition, Webster City, Iowa.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be **\$63,980.00** and the method of payment shall be as follows:

\$2,000.00 (\$500.00 per lot noted above) with this offer to be upon acceptance of this offer and the balance of the Purchase Price: in cash, in accordance with the terms of this Agreement herein or any subsequent agreement entered into between the parties. This Agreement is not contingent upon BUYER obtaining such funds.

2. REAL ESTATE TAXES. A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2023) due and payable in the subsequent fiscal year (commencing July 1, 2023).

BUYER shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYER shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. A. SELLER shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER' possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens

when payable, with any unused funds returned to SELLER. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agree to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before **April 3, 2024**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

6. CONDITION OF PROPERTY. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted.

7. ABSTRACT AND TITLE. SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYER' attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

8. SURVEY. BUYER may, at BUYER' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.

9. ENVIRONMENTAL MATTERS. (a) SELLER warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrant that the Property is not subject to any local, state, or federal judicial or administrative action,

investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

(b) BUYER may at their expense, within 7 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER are required to expend any sum in excess of \$ 0.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER' right to cancel this transaction as provided above.

10. DEED. Upon execution of this Agreement and payment of deposit noted in Paragraph 1 above, SELLER shall convey the Property to BUYER by Corporate Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

11. STATEMENT AS TO LIENS. If BUYER intend to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

12. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. REMEDIES OF THE PARTIES. A. If BUYER fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fail to timely perform this Agreement, BUYER have the right to have all payments made returned to them.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

14. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

15. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

18. ADDITIONAL PROVISIONS: (check if applicable)

☒ A. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

☒ B. SEPARATE MORTGAGE AND PROMISSORY NOTE. BUYER agrees to execute a separate mortgage(s) and promissory note(s) between BUYER and SELLER securing the SELLER'S interest in said Agreement and providing that upon the sale of each individual lot noted below, BUYER shall, at closing, immediately pay to the SELLER the per lot price noted below:

Lot 21, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Lot 22, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Lot 23, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Lot 24, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Failure by either party to execute a separate mortgage(s) and promissory note(s) shall deem this Purchase Agreement null and void.

☒ C. DEED BACK HELD IN ESCROW. BUYER herein agrees to execute and place in escrow, at First State Bank, Webster City, Iowa, a warranty deed(s) back to SELLER for all the above-noted lots. In the event that BUYER fails to construct a principal structure on each of the lots, in accordance with the Protective Covenants and Conditions for Brewer Creek Estates 6th Addition in Webster City, Iowa, specifically Section I(5), the parties hereto agree

that SELLER shall be entitled to said warranty deed(s), which shall be recorded, transferring ownership of said lot back to the SELLER. In such a scenario, BUYER herein agrees to forfeit the earnest funds provided for above.

[X] D. NO OTHER ENCUMBRANCES OF PROPERTY WITHOUT SELLER APPROVAL.

Both parties hereto agree that BUYER shall not place on or encumber said above noted lots with any mortgages, liens, judgments or other encumbrance without first obtaining SELLER'S written approval. Once construction has begun on said lots, SELLER herein agrees to not unreasonably withhold approval of additional encumbrances on said lots.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER **on or before** _____, **2024** this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

City of Webster City, Iowa,
a Municipal Corporation
By: John Hawkins, Mayor
Address: 400 Second Street
Webster City, Iowa 50595
Telephone: (515) 832-9141

(SELLER)

Date Accepted

ATTEST:

City of Webster City, Iowa,
A Municipal Corporation
By: Karyl Bonjour, City Clerk

David walters
Green Stream Homes of Iowa, LLC (BUYER)
By: David Walters, Manager

2/29/2024
Date

EIN: _____
462521825

Address: _____
1100 warrior lane waukee iowa 50263



MEMO

TO: Mayor & City Council

FROM: Finance Director

DATE: March 18, 2024

RE: Set a Public Hearing for the Property Tax Levy

SUMMARY: The City of Webster City will need to fulfill a new requirement in the budget process by holding a public hearing regarding the city's proposed levy for the upcoming fiscal year. Staff recommends this hearing to be held on April 1, 2024 at 5:45 p.m.

DISCUSSION: Several changes have been made regarding the property tax system by the Iowa State Legislature in the past few years.

- Beginning with FY15 legislature approved a new rollback for Commercial & Industrial properties. The rollback began with 95% of valuations in year 1 and 90% of valuations for year 2 and every year thereafter. The State set up a backfill to help cities with the loss of this revenue, however during 2021 legislation it was decided to begin reducing the amount of the backfill each year until cities would no longer receive any type of backfill for the commercial and industrial rollback. Webster City is scheduled to receive the final payment of \$13,566.08 during FY29. The annual backfill amount is distributed to many funds and totaled \$138,684 (FY16) to \$93,727 (FY23). The chart provided by the Department of Management estimates Webster City will receive \$81,396.50 during the current fiscal year and \$67,830.42 in FY25.
- In 2022 a bill was passed to eliminate a Business Property Tax Credit that was given to eligible property owners that applied for this credit. The credit was replaced with an automatic rollback of the 1st \$150,000 of taxable value on every commercial, industrial and railroad property without the need to apply. The state has set aside \$125,000,000 to backfill cities for this loss of revenue; however, it is estimated that the allocated amount will not be sufficient past 2029 as valuations increase. It is estimated Webster City will receive \$208,186 in the current fiscal year.
- 2023 legislation saw the adoption of a bill with several new property tax items including a new "combined general fund levy" or CGFL. The CGFL combines several levies into a single levy with the new combined levy adjusted according to non-TIF growth. The levies that Webster City uses that have now been combined is the general levy of 8.10; the emergency levy of .27 and the civic center levy of .135. Our non-TIF valuation growth was 3.94% which resulted in a 2% decrease in this combined levy. The levy could have been 8.51 but instead will be 8.33294 resulting in a loss of an estimated \$44,490. By FY2029 the CGFL will go to 8.10 and remain at this rate regardless of valuation increases or decreases.
- 2023 legislation also included a higher Homestead Tax Credit for those property owners 65 or older and a military service tax credit that will not be funded by the state but lowers the taxable value resulting in less levy dollars.

The 2023 legislation also requires each city to hold a public hearing separate from any other city related business in regards to the levy being proposed to certify for the upcoming fiscal year. The public hearing is to be held after each property owner receives a statement from the county auditor showing how much of their property tax dollars will be allocated to each levy. The information for this form needed to be submitted no later than March 15th but recommended to be filed by March 5th with the letters to be mailed on March 20th.

The public hearing will be set for April 1, 2024 at 5:45 p.m., when the hearing is finished we will adjourn this meeting, take a minimum 5-minute recess and open a second meeting which will be the normal 1st Monday of the month council meeting. Council will have the option to keep the levy as recommended or lower prior to setting the budget certification public hearing for Monday, April 15, 2024.

FINANCIAL IMPACT: The proposed levy rate is \$1.6068 lower than the current fiscal year's rate. The City will receive \$206,972 less than last year due to reserves being used from the FICA/IPERS, Work Comp and Health Insurance funds. The Debt Levy Fund is also not requesting as much as we did last year. We should see a tax revenue increase of \$41,227 in the General Fund (excluding the commercial & industrial backfill and the business property tax credit); \$2,680 in the Airport Fund; \$98,532 in the Property & Liability Insurance Fund and \$5,936 in the Police & Fire Retirement Fund.

The majority of property owners received an increase in their assessed value (26.26% for residential and 21.78% for commercial & industrial). The rollback decreased by 8.32% for residential and the 1st \$150,000 for the business/industry properties helping the property owner by decreasing the amount of their taxable value, which helps to offset the assessment increase.

The estimated city portion property taxes in FY24 for a home assessed at \$100,000 is \$984.00 with a Homestead credit of \$96.00. The estimation for this same home in FY25 using a 26% assessed value increase, the 8.32% rollback reduction and the 1.61 reduction of the city levy would be \$971.00 with the Homestead Credit. The extra credit for 65 or older is \$30.00.

This proposed reduced levy should still allow us to bond in future years if we so choose to complete additional street work. This levy will be using 25% of reserves in the 3 benefit fund balances which should leave us balances to use to eliminate a spike in the next few years.

RECOMMENDATION: Staff recommends setting the Proposed Tax Levy Public Hearing for 5:45 p.m. on Monday, April 1, 2024.

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF WEBSTER CITY - PROPOSED PROPERTY TAX LEVY **CITY #:** 40-378
WEBSTER CITY Fiscal Year July 1, 2024 - June 30, 2025

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/1/2024 **Meeting Time:** 05:45 PM **Meeting Location:** Webster City Council Chambers City Hall Building 400 2nd Street Webster City, IA 50595

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.webstercity.com

City Telephone Number
(515) 832-9141

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	248,885,442	258,742,375	258,742,375
Consolidated General Fund	2,116,771	2,116,771	2,157,456
Operation & Maintenance of Public Transit	13,373	13,373	13,374
Aviation Authority	67,199	67,199	69,860
Liability, Property & Self Insurance	94,509	94,509	191,995
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	264,665	264,665	270,577
FICA & IPERS (If at General Fund Limit)	278,202	278,202	229,761
Other Employee Benefits	946,788	946,788	695,934
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	257,771,502	272,675,304	272,675,304
Debt Service	1,173,649	1,173,649	1,121,961
CITY REGULAR TOTAL PROPERTY TAX	4,955,156	4,955,156	4,750,918
CITY REGULAR TAX RATE	19.74682	18.91915	18.14001
Taxable Value for City Ag Land	3,152,578	3,294,454	3,294,454
Ag Land	9,470	9,470	9,896
CITY AG LAND TAX RATE	3.00375	2.87453	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	1,079	841	-22.06
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	1,079	841	-22.06

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

The overall tax asking for FY25 is lower than the task asking for FY24. The current levy is 19.74682 - the new proposed rate is 18.14001 giving a reduced overall dollar amount of \$206,972.



MEMORANDUM

TO: Mayor and City Council

FROM: Adam Dickinson, Line Department Superintendent
John Harrenstein, Interim City Manager

DATE: March 18, 2024

RE: Bidding Package: Reisner Substation Grading

SUMMARY: Requesting permission to seek bids and schedule a Public Hearing for the cost of construction on the proposed plans and specifications regarding the construction of Reisner Substation Grading.

PREVIOUS COUNCIL ACTION: The City Council has previously approved the contract for the new Power Transformer, authorized DGR Engineering to perform full design services (final design, bidding, construction administration, etc.), and has approved the contract for the new 69 kV Circuit Breakers for the new Reisner Substation.

BACKGROUND/DISCUSSION: The work will consist of the grading and other related construction ground work at the Reisner Substation site. The attached bidding documents reference in more detailed and complete description of the proposed work. At the proposed Public Hearing on May 6th, 2024 at 6:05 P.M., the City Council will also receive and consider any objection to said plans, specifications and form of contract or cost of the project made by any interested party.

FINANCIAL IMPLICATIONS: The cost of the substation grading work will be shared between Corn Belt Power Cooperative and the City of Webster City, based on an allocation between transmission facilities (Corn Belt portion) and distribution facilities (City portion).

The estimated cost of this portion of the project, along with the breakdown of the responsibility for those costs, is as follows:

Portion of Project	Total Project Cost Estimate	Estimated City of Webster City Portion	Estimated Corn Belt Power Co-op Portion
Reisner Substation – Site Grading	\$660,800	\$296,700	\$364,100*

* These funds will initially be provided by the City, but will be fully reimbursed by Corn Belt.

The costs shown above are estimates; the agreement with Corn Belt and NIMECA includes a provision that actual reimbursement will be made on the basis of actual final project costs.

PROJECT TIMELINE:

The current timeline for the grading contract is as follows:

- Bid Opening: Tuesday, April 23, 2024 @ 2:00 PM at City Hall
- Grading Start: June 2024
- Grading Complete: August 1, 2024

RECOMMENDATION: Approve the request to set public hearing for May 6th, 2024 at 6:05 P.M. at which the City Council will consider the plans and specifications, proposed form of contract and the estimate of cost for Reisner Substation Grading.

RESOLUTION NO. 2024 - xxx

RESOLUTION PROVIDING FOR NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS FOR LAND GRADING SERVICES NEEDED FOR CONSTRUCTION OF THE REISNER SUBSTATION

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 Land Grading for the Reisner Substation, (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 10% 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 23rd day of April, 2024, for the Reisner Substation Grading, 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 6th day of May, 2024, 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 18th day of March, 2024.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS,
PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
CONSTRUCTION OF REISNER SUBSTATION GRADING, AND WORK INCIDENTAL THERETO,
IN AND FOR THE CITY OF WEBSTER CITY, IOWA,
AND TAKING OF BIDS FOR SUCH CONSTRUCTION.

Notice is hereby given that the City Council of the City of Webster City, in Hamilton County, Iowa, will meet at the Council Chambers in City Offices, 400 Second Street, in said City, on the 6th day of May, 2024, at 6:05 P.M., at which time and place a hearing will be held on the proposed plans and specifications, form of contract and estimate of cost for the construction of Reisner Substation Grading in and for said City. The work will consist of the grading and other related construction work on the Reisner Substation in the City of Webster City.

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

This notice is given by order of the City Council of the City of Webster City, Iowa.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

ATTEST:

By /s/ Karyl K. Bonjour
City Clerk

NOTICE OF PUBLIC LETTING

NOTICE OF PUBLIC LETTING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF REISNER SUBSTATION GRADING, AND WORK INCIDENTAL THERETO, IN AND FOR THE CITY OF WEBSTER CITY, IOWA, AND TAKING OF BIDS FOR SUCH CONSTRUCTION.

Sealed proposals will be received by the City Clerk of the City of Webster City, Iowa, at City Offices, 400 Second Street, before 2:00 o'clock P.M., on the 23th day of April, 2024, and opened and read at such time and place for the construction work for the project and work incidental thereto, as described in the Plans and Project Manual therefor, now on file in the office of the City Clerk. Proposals will be acted on by the City Council at a meeting to be held at the Council Chambers in City Offices, Webster City, Iowa, on the 6th day of May, 2024 at 6:05 P.M. or may be acted on at such later time and place as may be then fixed. The work will consist of the construction of approximately:

Base Bid

4,485 C.Y.	Class 10 Excavation
13,400 C.Y.	Embankment Borrow
7,100 S.Y.	8" Modified Subbase, Limestone
69 L.F.	15" RCP Storm Sewer

and other related construction work.

The City will receive and consider bids on all work. The work will be awarded in a contract to the lowest, responsive, responsible Bidder.

All work is to be done in strict compliance with the plans and specifications, also referred to Drawings and Project Manual respectively, which have heretofore been approved by the City Council, and are now on file for public examination in the office of the City Clerk.

Work will commence upon the issuance of a Notice to Proceed. The Contractor shall be completed on or before August 1, 2024, including all cleanup, mobilization, seeding & mulching and punch list items and project ready for final payment.

Each proposal shall be accompanied by a certified or cashier's check drawn on a solvent Iowa bank, or a bank chartered under the laws of the United States, or by a share draft drawn on an Iowa credit union or a credit union chartered under the laws of the United States, made payable to the Treasurer of the City of Webster City, Iowa. Checks shall be in the amount of ten percent (10%) of the amount of the bid. In lieu of a certified or cashier's check, each proposal may be accompanied by a bid bond, issued by a company authorized to contract as surety in Iowa. Bid bonds shall be in the amount of ten percent (10%) of the amount of the bid. The certified or cashier's check, share draft or bid bond shall be forfeited and redeemed with the proceeds retained by the City as liquidated damages if the Bidder fails to execute a contract and file an acceptable bond for the faithful performance thereof, within ten (10) days after the acceptance of his bid. Bid securities of the lowest two or more Bidders may be retained for a period not to exceed thirty (30) days until a contract is awarded or rejection made. Other bid securities will be returned after the

canvass and tabulation of bids is completed. If a bid bond is used it should be in substantially the same form as the bid bond form set out in the Project Manual.

Payment to the Contractor for said improvements will be made in cash derived from such fund or funds as are legally available, including but not limited to the proceeds of Governmental grants and/or loans.

The Contractor will be paid, monthly, ninety-five percent (95%) of the Engineer's estimate of the value of acceptable work completed by the end of the preceding month. The final payment will be made not less than thirty (30) days after completion of the work and acceptance by the City provided all final documents have been furnished and executed by the Contractor.

Final payment will not be due until the Contractor has certified to the City Clerk that the materials, labor, and services have been paid for in accordance with the requirements stated in the Project Manual.

This improvement is being constructed pursuant to authority granted the Municipality by Chapter 384 of the Code of Iowa.

The successful Bidder will be required to furnish performance and payment bonds each in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by a responsible surety approved by the City Council, 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 from claims and damages of any kind caused by the operations of the Contractor and shall also guarantee the maintenance of all improvements for a period of two (2) years from and after the completion and acceptance of the City.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents at no charge by inputting **Quest project #9011378** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of the proposal forms and specifications for individual use may be obtained from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: dgr@dgr.com, no deposit required.

All proposals shall be filed on the forms furnished by the City, except as provided in the Instruction for Bidders, sealed, and plainly marked. Any alteration of the proposal form may be cause for rejection of the proposal.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor to the extent lawfully required under Iowa statutes. The Owner will, in evaluating Bids, consider the requirements of the resident bidder preference law, and allow such preferences to resident bidders as are required to be allowed under State Law. Bidder shall, when submitting a Bid, furnish an executed Bidder Status Form for the Owner to use when applying the preference law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City hereby reserves the right to reject any or all bids, to waive informalities and to enter into contract with the lowest, responsive, responsible Bidder.

This notice is given by order of the City Council of the City of Webster City, Iowa.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

Project Manual

Reisner Substation Grading



**City of Webster City/Municipal Utilities
Webster City, Iowa**

March 2024

**DGR Project No. 428403
City Project No. 9-23-011**



Project Manual

Reisner Substation Grading City of Webster City/Municipal Utilities Webster City, Iowa

March 2024

This engineering document is a reproduction of a certified engineering document, the official copy of which was certified by:

Dan L. Van Schepen, P.E. on 3-8-24

The official copy of this engineering document is on file at the office of the Owner.

Pages or sheets covered by this seal: All

DGR Project No. 428403

DGR Engineering

1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

Project Manual

Reisner Substation Grading City of Webster City/Municipal Utilities Webster City, Iowa

March 2024

Contact persons for this project are as follows:

Owner's

Representative:

City of Webster City/Municipal Utilities
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

Ryan Orton, Utility Technician
Telephone: (515) 832-9159
Cell: (515) 297-0820
E-mail: 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

Dan Van Schepen, P.E., Project Manager
E-mail dan.vanschepen@dgr.com

Reisner Substation Grading

City of Webster City/Municipal Utilities Webster City, Iowa

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NOTICE OF PUBLIC HEARING AND LETTING

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF REISNER SUBSTATION GRADING, AND WORK INCIDENTAL THERETO, IN AND FOR THE CITY OF WEBSTER CITY, IOWA, AND TAKING OF BIDS FOR SUCH CONSTRUCTION.

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Mayor

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The City hereby reserves the right to reject any or all bids, to waive informalities and to enter into contract with the lowest, responsive, responsible Bidder.

This notice is given by order of the City Council of the City of Webster City, Iowa.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. *Successful Bidder* - The responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids or Notice of Public Hearing and Letting may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, prior to award, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be deemed appropriate by OWNER for making a complete evaluation.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder 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 Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder'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 Bidding 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 Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder 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 Bidding 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 Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding 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 Bidders 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 Bidders*

On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder 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 Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 - BIDDER'S REPRESENTATIONS

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding 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 Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder'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 Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding 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 Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding 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 Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 - PRE-BID CONFERENCE - NOT A PART OF THIS PROJECT

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding 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 Bidding Documents. Questions received less than seven days prior to the date for opening of Bids 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 Bidding Documents.

ARTICLE 8 - BID SECURITY

8.01 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent (10%) of the Bidder's maximum Bid price if in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement the expiration of the Bid time for acceptance as specified on the Bid Form, whereupon Bid security furnished by such Bidders will be released on request.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be released on request within seven days after the Bid opening.

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 Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids 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 Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. 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 Bidder. 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 Bidders. Bidders 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 Bidder, and any other Bidder so requested, shall within five days after Bid 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 Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. 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 BID

13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid

Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- C. Where the Bid Form includes more than one item, the Bidder 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. Letting Date
 - 3. Bidder’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 Bid Price, Amount Bid for each item, Total Gross Sum Bid below the last bid item and bidder’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 Bid Form. The total gross sum bid shall also be written in ink in the space provided in the bound Bid Form. In case of a discrepancy between the item number, item description, and/or quantity shown in the bound Bid Form and those shown in the substitute computer printed Proposal Form, the bid item description and/or quantity shown in the bound Bid Form shall govern. The unit bid price shown on the substitute computer printed Proposal Form shall govern whether or not the amount bid shown is correct. The substitute Proposal Form page size and size of printed characters shall be approximately the same as the bound Bid 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 Bid Form. Any abnormalities which are not waived by the Owner as a technicality will result in rejection of the bid.

13.03 A Bid 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 Bid 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 Bid 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 Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid 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 Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder'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. Bidder's state contractor license number, if any, for the state of the Project, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid 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 BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy each of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with all attachments listed in Article 7 of the Bid.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid 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 Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." Whether using the mail, personal delivery, or some other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to that time indicated in the Advertisement for Bid. Note that the location for the Bid opening may be a rural location not reliably covered by the "delivery time guarantee" of various delivery services. A mailed Bid shall be addressed to the Owner at the address specified by the Bidding Notice.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder 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 Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid Security does not apply to Bidder's errors in judgment in preparing the Bid.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. 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 Bidder.
- 19.02 More than one Bid 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 Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders 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 Bidders, 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 Bidder whose Bid is in the best interests of the Project.

- 19.06 The Owner will, in evaluating Bids, consider the requirements of the resident bidder preference law, and allow such preferences to resident bidders as are required to be

allowed under State Law. Bidder shall, when submitting a Bid, furnish an executed Bidder Status Form for the Owner to use when applying the preference law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

- 19.07 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid is in the best interests of the Project for each Schedule of work listed separately.

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 performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, 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 Bidder 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 Bidder, 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.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder'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

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID FORM

ARTICLE 1 - BID RECIPIENT

PROJECT IDENTIFICATION:

Reisner Substation Grading
Webster City, Iowa

1.01 This Bid is submitted to:

City of Webster City
400 Second Street
Webster City, IA 50595

This Bid is due: Before 2:00 o'clock P.M. on April 23, 2024.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Quoters, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty-five (35) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

- B. Bidder 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. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder 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 Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding 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 Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid 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. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder 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 bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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 bid 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 bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The Bid for the following items shall be a unit price or lump sum Bid as indicated for each item for all construction work described in the Contract Documents. Quantities indicated for unit price Bid items are estimates only.

BID SCHEDULE

<u>Item No.</u>	<u>Specification Reference</u>	<u>No. of Units</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	2010-108-C	JOB	Clearing and Grubbing, lump sum	\$ _____ L.S.	\$ _____
2.	2010-108-E	4,485	Excavation, Class 10, per cu. yd.	\$ _____	\$ _____
3.	2010-108-E	13,400	Embankment Borrow, per cu. yd.	\$ _____	\$ _____
4.	2010-108-G	7,100	Subgrade Preparation, 12", per sq. yd.	\$ _____	\$ _____
5.	2010-108-I	380	Subgrade Treatment, Geogrid, per sq. yd.	\$ _____	\$ _____
6.	2010-108-J	7,100	8" Modified Subbase, Limestone, per sq. yd.	\$ _____	\$ _____
7.	4020-108-A	69	Storm Sewer Trenched, RCP, 15", per lin. ft.	\$ _____	\$ _____
8.	4020-108-D	4	Storm Sewer Apron, 15", per ea.	\$ _____	\$ _____
9.	4040-108-A	700	Subdrain, Perforated, HDPE, 4", per lin. ft.	\$ _____	\$ _____
10.	4040-108-D	4	Subdrain Outlets, per ea.	\$ _____	\$ _____
11.	5020-108-I	1	Hydrant Adjustment, per ea.	\$ _____	\$ _____
12.	9010-108-X	JOB	Hydraulic Seeding, Fertilizing and Mulching, lump sum	\$ _____ L.S.	\$ _____
13.	9040-108-A-2	JOB	SWPPP Compliance, lump sum	\$ _____ L.S.	\$ _____
14.	9040-108-N	870	Silt Fence, per lin. ft.	\$ _____	\$ _____
15.	9040-108-R	60	Turf Reinforcement Mat, Type 4, per sq. yd.	\$ _____	\$ _____
16.	9040-108-T	4	Inlet Protection, Install, Maintain and Remove, per ea.	\$ _____	\$ _____
17.	11020-108-A	JOB	Mobilization, lump sum	\$ _____ L.S.	\$ _____

TOTAL BID IN FIGURES

\$ _____

TOTAL BID IN WORDS _____

Dollars

Time of Completion

5.02 Bidder 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.

5.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Quoters, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder 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: _____

Bidder's License No.: _____

(where applicable)

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed.

City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to 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: _____

**You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.**

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

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.

CONTRACT DOCUMENTS

NOTICE OF AWARD

Date of Issuance: _____

Owner: _____ Owner's Contract No.: _____

Engineer: DGR Engineering Engineer's Project No.: _____

Project: _____ Contract Name: _____

Bidder: _____

Bidder's Address: _____

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Quoters and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____

Authorized Signature

By: _____

Title: _____

Copy: DGR Engineering

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 \$500.00 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 \$500.00 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 Bid, 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 Bid.

As provided in Paragraph 11.03 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 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 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 1st 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). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 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 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 2, inclusive).
 - 3. Payment bond (pages 1 to 2, inclusive).
 - 4. General Conditions (pages 1 to 64, inclusive).
 - 5. Supplementary Conditions (pages SC-1 to SC-6, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: Reisner Substation Grading.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-6, inclusive).

10. 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 bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid 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 Bid 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 bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Contractor shall certify and document each of the requirements for SRF Sponsored Projects as included in the bidding documents.

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

By: _____

By: _____

Title: _____

Title: _____

*(If Contractor is a corporation, a
partnership, or a joint venture, attach
evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Webster City

400 Second Street

Webster City, IA 50595

License No.: _____

(where applicable)

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Webster City
400 Second Street
Webster City, IA 50595

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$

Description *(name and location):* Reisner Substation Grading, Webster City, IA

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*):

City of Webster City

400 Second Street

Webster City, IA 50595

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$

Description (*name and location*): Reisner Substation Grading, Webster City, IA

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

SURETY

(seal)

(seal)

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 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:

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: DGR Engineering	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: DGR Engineering

MISCELLANEOUS FORMS

CERTIFICATE FOR PAYMENT NO. _____

Project:

DGR Project No. _____

Owner:

For Period From: _____ to _____

<u>Line No.</u>	<u>Estimated Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Contract Price</u>	<u>This Application Units</u>	<u>Value</u>	<u>Completed to Date Units</u>	<u>Value</u>
1.				\$0.00		\$0.00		\$0.00
2.				0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
<u>TOTAL PROJECT COST:</u>				\$0.00		\$0.00		\$0.00

Total Work Completed	\$0.00
Materials Stored on Site	0.00
Less Retainage	<u>5</u> % <u>0.00</u>
	\$0.00
Less Previous Payments	0.00
TOTAL AMOUNT DUE THIS PAY REQUEST	<u>\$0.00</u>

Payment Requested by:

(Contractor)

(signature) Date _____

Payment Recommended by: DGR Engineering

(signature) Date _____

Payment Approved by: (Owner)

(signature) Date _____

CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT

_____, certifies that he is the * _____
Title or Designation

of _____, the Contractor,
Name of Contractor

in a contract No. _____ dated _____, entered into between the Contractor and

Name of Owner

the Owner, for the construction of _____

_____: _____
Name of Project

and that he is authorized to and does make this Certificate and Indemnity Agreement on behalf of the Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the Contract. Undersigned further certifies that:

1. The Project has been completed in accordance with provisions of the Construction Contract; provided however, that acceptance by the Owner shall not be deemed to relieve the Contractor of his obligations contained in the Construction Contract with respect to defective workmanship and materials discovered within ____ year(s) after the date of completion.

2. All persons who have furnished labor in connection with the Project have been paid in full at hourly wage rates not less than those, if any, set forth in the Construction Contract; that all manufacturers, materialmen and subcontractors which furnished any materials or services, or both, for the Project have been paid in full; that no lien has been filed against the Project and no person has any right to claim any lien against the Project.

3. That the Contractor has delivered to the Owner duplicate releases of liens executed by all manufacturers, materialmen and subcontractors that furnished materials or services for the project as follows:

Name	Kind of Material and Services
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If the Owner pays the Contractor the total amount due under the Contract, which the Contractor agrees is \$_____, the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner, including the defense of any suit, from any claim, demand or lien arising out of the acts of the Contractor in the performance of the Contract for which the Contractor is liable and which may have been or may be filed against the Owner.

Signature

- * President, Vice-President, Partner or Owner, or, if undersigned is other than one of the foregoing, Power of Attorney signed by one of the foregoing in favor of the undersigned should be attached. Indicate applicable designation.

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, _____
Name of Manufacturer, Materialman or Subcontractor

has furnished to _____ the following:
Name of Contractor

_____ for use in the construction of a
Kind of Material and Services Furnished

project belonging to _____, and
Name of Owner

designated as, _____
Name of Project

NOW, THEREFORE, the undersigned, _____
Name of Manufacturer, Materialman or Subcontractor

for and in consideration of \$ _____, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said _____ for said project.
Name of Contractor

Given under my (our) hand(s) and seal(s) this _____ day of _____, 20__.

Name of Manufacturer, Materialman or Subcontractor

By _____

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

**ENGINEER'S STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION**

To: _____

Project Designation

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Construction Contract No. _____, dated _____, including all approved amendments and change orders, (hereinafter called the "Project") between _____ ("Owner") and _____ ("Contractor") has been completed as of _____ and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

To the best of my knowledge, information and belief,

2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.

3. The total cost of the project as completed is _____ dollars (\$_____).

4. The Final Inventory as shown on Certificate for Payment No. ____ - Final is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted:

DEWILD GRANT RECKERT AND ASSOCIATES
COMPANY d/b/a DGR ENGINEERING

Owner

By _____

Title _____

By _____

Date _____

Date _____

Attest _____

Field Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contra

Contractor's Project No.:

Engine DGR Engineering

Engineer's Project No.:

Project:

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: _____ By: _____
Engineer (Authorized Signature) Contractor (Authorized Signature)

Title: _____ Title: _____

Date: _____ Date: _____

Copy to: Owner

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project

Engineer: DGR Engineering

Engineer's Project No.:

Project:

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ _____ [increase] [decrease].

Contract Time _____ days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:		AUTHORIZED BY:		RECEIVED:	
By: _____	By: _____	By: _____			
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: _____	Title: _____	Title: _____			
Date: _____	Date: _____	Date: _____			

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Change Order No. _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer: DGR Engineering

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (if required)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

CONTRACT 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).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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 Quoters, 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 considered 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.3. Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is bound in the Miscellaneous Forms section.

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, all streets open to traffic. Final Acceptance will not be made until the entire project has been completed including final cleanup.

SC-3.02.A. Add the following new paragraph immediately after Paragraph 3.02.A.2:

3. All materials used and tests made shall be judged by applicable standards of the American Society for Testing Materials (A.S.T.M.), American Association of State Highway Officials (A.A.S.H.O.), Iowa Department of Transportation (I.D.O.T.) and other standards applicable to the particular phase of the construction being performed.

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-4.03. Add the following new paragraph to Paragraph 4.03:

- B. Owner will provide construction staking as further defined in the Contract Documents.

SC-5.03. Add the following new paragraphs immediately after Paragraph 5.03.B:

- A. The following reports of exploration and tests of subsurface conditions at or contiguous to the site are known to Owner:
 - 1. Report dated December 22, 2023 prepared by Allender Butzke Engineers Inc., entitled: Geotechnical Exploration – Reisner Substation, consisting of 32 pages. The “technical data” contained in such report upon which Contractor may rely is none.
- B. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: none.
- C. The reports and drawings identified above are not part of the Contract Documents, but the “technical data” contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
- D. Copies of reports and drawings identified in SC-5.03.C and SC-5.03.D that are not included with the Bidding Documents may be requested from the Engineer.

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-6.01.A. Add the following new paragraph immediately after Paragraph 6.01.A:

- 1. Bonds shall remain in effect until the end of the correction period required in Paragraph 15.08 including subparagraphs and Supplemental Conditions.

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
- 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 railroad protective liability insurance on behalf of the Railroad, as named insured with a limit of \$4,000,000 or as required by the Railroad authority. Said coverage shall be in effect whenever Work of 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. Contractor's Pollution Liability
 - a. Each Occurrence \$ 1,000,000
 - b. General Aggregate \$ 1,000,000
- 6. The following shall be included as additional insured in addition to any other individuals or entities identified as required additional insureds by 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

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, involvement of the Owner's personnel will not be allowed. Saturday work must be approved by the Owner.

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 7.09A:

- 1. The 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-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 Bid 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 100 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-14.02. Add the following new paragraphs immediately after Paragraph 14.02.F:

- G. The Contractor shall furnish at his own expense such materials and facilities as may be required by the Engineer for inspection. This shall not include the expense of the inspector or representative of the Engineer.
- H. Tests for concrete ingredient materials, concrete mix designs and copies of test reports must be furnished by an approved testing laboratory at the Contractor's expense.
- I. Tests for concrete strength using cylinders or beams and passing soil density tests made on the project will be furnished by the Owner. All costs of breaking test cylinders or beams shall be at the Owner's expense.
- J. Decision as to the quality of materials and workmanship shall rest with the Engineer and any portion of the work rejected by the Engineer shall be replaced by the Contractor with approved work at no additional cost to the Owner.
- K. Any inspections, tests, or approvals, or waiver of tests will in no way relieve the Contractor of full responsibility for meeting the guaranteed performance and requirements of the Contract.

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-15.04.A. Add the following new paragraph immediately after Paragraph 15.04.A.4:

5. Acceptance of payment for satisfactory completion of pressure testing, disinfection and flushing shall constitute Contractor concurrence that the tested portion of the Work may be used by the Owner to provide water service.

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 all items of work:

SC-17.01. Add the following subparagraphs to Paragraph 17.01:

- 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 * * *

TECHNICAL SPECIFICATIONS / SPECIAL PROVISIONS

CITY OF WEBSTER CITY TECHNICAL SPECIFICATIONS/SPECIAL PROVISIONS FOR PUBLIC IMPROVEMENTS

(Rev 1/2024)

The latest revision of the **Iowa Statewide Urban Standard Specifications for Public Improvements (SUDAS)** shall govern all work except as modified by the project plans and specifications, to include General Conditions, Supplemental Conditions, and the Technical Specifications/Special Provisions. A copy of the SUDAS Specifications are available for purchase or may be viewed online at the following website: **<http://www.iowasudas.org/>**

Unless noted otherwise, the requirements in the Technical Specifications/Special Provisions are in addition to the specification section being referenced. The number in parenthesis preceding each section indicates the specification section being supplemented.

Questions regarding this Project, including any questions prior to bidding, shall be directed to:

Daniel Van Schepen, P.E.
DeWild Grant Reckert and Associates Company d/b/a DGR Engineering
1302 S. Union Street
P.O. Box 511
Rock Rapids, IA 51246
Phone (712) 472-2531
Fax (712) 472-2710

DIVISION 1: GENERAL PROVISIONS AND COVENANTS

SP-1 (1010-1.03) DEFINITIONS AND TERMS

Whenever the word "Contracting Authority", "Jurisdiction" or "Owner" is used in the sense of ownership as part of these specifications and contract, it shall mean City of Webster City.

DeWild Grant Reckert and Associates Company, 1302 S. Union Street, Rock Rapids, Iowa will assume all duties and responsibilities and have the rights and authority assigned to "Engineer" or "Jurisdictional Engineer" in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

SP-2 (1020-1.09) PREPARATION OF THE PROPOSAL

The Contractor may submit a computer generated attachment (Unit Price Attachment) in lieu of completing that portion of the printed proposal identifying the bid items, description, unit, quantity, and unit prices.

SP-3 (1030-1.03) AWARD OF CONTRACT

Upon award of the Contract, the Contractor(s) shall provide a Certificate of Insurance in accordance with the Supplementary Conditions or as otherwise defined by the Owner in the project plans and specifications.

SP-4 (1040-1.03) COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

In case of discrepancy between various items included in the Contract Documents, the items shall prevail, or govern, in the following order:

1. Change Orders

2. Addenda
3. Proposal and Contract form
4. Plans, including all plan notes
5. Technical Specifications/Special Provisions
6. Supplementary Conditions
7. General Conditions
8. Iowa Statewide Urban Standard Specifications for Public Improvements (SUDAS Specifications)
9. Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction

SP-5 (1040-1.06) INCREASE OR DECREASE OF WORK

Quantity changes which amount to twenty percent (20%) or less of the total project bid shall not constitute a change in the project timelines.

SP-6 (1050-1.04) COOPERATION WITH OTHER CONTRACTORS

The Contractor may be required to coordinate with other Contractors on the project site or on adjacent property to ensure timely and satisfactory completion of the project. Gas, electric and telephone utilities will be installed in conjunction with this project. Work will commence during excavation and utility operations and prior to paving. Coordination costs incidental to the project.

Contractors given separate contracts for work are encouraged to work concurrently; however, priority of work shall be given to the effort with the earliest completion date.

SP-7 (1050-1.05) SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

The Contractor shall submit, with such promptness as to cause no delay to the work five (5) copies of all shop drawings, including mix designs, aggregate test results, and materials certificates required for the work. The Contractor shall make any corrections required by the Engineer, file with him five (5) corrected copies, and furnish such other copies as required. If more than two (2) approved copies are desired, the Contractor shall submit additional drawings.

Submittals of the following items are required in addition to items specified elsewhere in the Contract Documents:

1. Pavement Mix Design.
2. Granular material Gradation Reports.
3. Certificate of Compliance for RC Pipe, PVC Pipe, HDPE Pipe and Ductile Iron Pipe.
4. Shop drawings for all utility appurtenances (valves, fittings, hydrants, etc.).
5. Shop drawings for all pre-cast structures, utility appurtenances and castings.

All shop drawings shall be submitted through the Contractor and be accompanied by a letter of transmittal. The Contractor shall approve all shop drawings before transmitting them for approval.

The Engineer's approval of such items shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

SP-8 (1050-1.10) PROTECTION OF LINE AND GRADE STAKES

The Contractor shall submit a priority list for staking to the Engineer at the Preconstruction Conference and will be required to inform the Engineer a minimum of 72 hours in advance of any deviation from that list or the need for any additional staking.

The Engineer will provide the following construction staking at the Owner's expense at offsets determined at the Preconstruction Conference:

(A) Rough Grading:

- (1) Centerline stakes at 100' intervals marked to top of paving or finished grade. Offset corners of the detention area and centerline stakes at 100' intervals for the borrow area.

(B) Sanitary Sewer:

- (1) Sanitary Sewer Structure: Location and elevation stakes marked to invert(s) and rim elevations.
- (2) Sanitary sewer main: Centerline alignment at 50' from structure and at 100' intervals marked to flow line.
- (3) Force main: Centerline alignment at 100' intervals and at all bends.

(C) Water Main:

- (1) Water Main: Centerline alignment at 100' intervals and at all bends.
- (2) Fire Hydrants: Location marked to flange elevation.
- (3) Water Services: Curb stop location.

(D) Storm Sewer:

- (1) Storm Sewer Pipe: Centerline alignment at 50' from structure and at 100' intervals marked to flow line.
- (2) Storm Sewer Structures: Location and elevation stakes marked to invert(s) and rim/grate elevations.
- (3) Bends: Centerline alignment.

(E) PCC Paving:

- (1) Centerline alignment (if needed for half-width construction).
- (2) Hubs for curb and gutter line and grade staking at 25' intervals.
- (3) Where granular base is required, the top of the base or the top of permanent surfacing will be provided (Contractor's option).

Once the construction staking listed above has been completed, the cost of replacing stakes and markings shall be at the Contractor's expense and will be based on the actual number of hours of field and office work in accordance with the Engineer's hourly rates in effect at the time the work is performed. Additional staking can be provided at the Contractor's expense.

SP-9 (1060-1.03) SAMPLES AND TESTING

The Owner will employ and pay for services of an independent testing laboratory to perform inspection, sampling and testing for material selection, construction, soil density and quality control for concrete. Employment of testing laboratory shall in no way release Contractor of the obligation to perform work in accordance with contract.

(A) Laboratory Qualifications

- (1) Meet "Recommended Requirements for Independent Laboratory Qualification," latest edition, published by American Council of Independent Laboratories.
- (2) Meet basic requirements of ASTM E329-74, "Standards of Recommended Practice of Inspection and Testing Agencies for Concrete and Steel as Used in Construction."
- (3) Testing Equipment:
 - a. Calibrated at maximum 12 month intervals by devices of accuracy traceable to either:
 - i. National Bureau of Standards.
 - ii. Accepted values of natural physical constants.
 - b. Submit copy of certificate of calibration made by accredited calibration agency.

(B) Laboratory Duties; Limitation of Authority:

- (1) Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- (2) Perform specified inspections, sampling and testing of materials and methods of construction:
 - a. Comply with specified standards; ASTM, other recognized authorities and as specified.
 - b. Ascertain compliance with requirements of Contract Documents.
- (3) Promptly notify Engineer, and Contractor, of irregularities or deficiencies of Work which are observed during performance of services.
- (4) Promptly submit copies of reports of inspections and tests to Engineer.
- (5) Perform additional services as required by Owner.
- (6) Laboratory is not authorized to:
 - a. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
 - b. Approve or accept any portion of work.
 - c. Perform any duties of the Contractor.

(C) Contractor's Responsibilities:

- (1) Cooperate with Laboratory personnel, provide access to work, to manufacturer's operations.
- (2) Provide to laboratory, preliminary representative samples of materials to be tested, in required quantities.
- (3) Furnish casual labor and facilities:
 - a. To provide access to work to be tested.
 - b. Assist inspector in determining elevations and locations of areas from which samples were obtained.
 - c. To obtain and handle samples at the site.
 - d. To facilitate inspections and tests.
 - e. For laboratory's exclusive use for storage and curing of test samples.
- (4) Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests.
- (5) Arrange with laboratory and pay for additional samples and tests required for Contractor's convenience.
- (6) During concrete paving, the Contractor or supplier shall perform air and slump test at the plant to correlate with similar tests being performed at the construction site and record water added to the mix at the project site.

SP-10 (1070-2.06) TRAFFIC CONTROL

All traffic control devices shall conform to and be installed in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways"

(A) The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of

Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. Pedestrian traffic shall be maintained and guided through the Project at all times.

(B) Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability.

(C) The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the applicable Traffic Control Layouts and in good condition. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

(D) The Contractor shall furnish the Engineer names, addresses and phone numbers of at least one (1) local person responsible for all traffic control devices. This individual shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer/Owner at the Preconstruction Conference.

(E) If traffic control layouts are not present in the Plan, or the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least seven (7) days prior to the start of construction. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

(F) The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. If the Contractor is negligent in correcting the deficiency within 12 hours of notification the Contractor shall be subject to the penalty charge as set forth in (1080-1.12) **LIQUIDATED DAMAGES** of these Technical Specifications/Special Provisions.

(G) Street identification signage shall be maintained at all times. Where the only existing signs are small city or county signs located at the intersection, street names and address numbers shall be maintained by temporary installations as required by the Engineer. This is necessary to maintain the 911 emergency system. Cost to remove, salvage, stockpile and re-install street signs as needed, shall be incidental.

(H) Measurement and Payment:

Traffic Control will be measured and paid for as follows:

Payment for furnishing, installing, maintaining, relocating and subsequently removing traffic control devices as required will be made as a lump sum according to the following schedule:

- (1) When five percent (5%) of the Contract amount is earned, fifty percent (50%) of the amount bid for traffic control will be paid.
- (2) The remaining fifty percent (50%) bid for traffic control will be paid when all work has been completed, accepted and all traffic control items are removed from the project.

SP-11 (1070-2.07) PROTECTION ABOVEGROUND AND UNDERGROUND UTILITIES

Utilities and other potential obstacles have been shown only to the extent that they were observed at the surface or were known by others. The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data. The Contractor shall have full responsibility for reviewing and checking all such information and data, locating all such facilities, coordination of the work with the owners of such underground facilities during construction and the safety and protection of all such underground facilities.

The following utility owners have existing facilities that may be affected by the work under this Contract, all of which they intend where necessary to relocate or adjust in advance of or concurrently with the Contractor's operations.

Iowa One-Call Service 1-800-292-8989 Web Site: <http://www.iowaonecall.com/index.php>
City of Webster City – Sewer, Electric, Telephone, Gas & Water, Contact 641-373-3508
Black Hills Energy – Electrical, Contact: 515-343-2037
Platinum Connect – Contact, 712-722-3451
CenturyLink – Contact, 918-547-0147

The City of Webster City's utilities that are affected such as storm sewer, sanitary sewer, and water supply have been included in the Plan for adjustment or relocation. The Contractor shall notify the Owner, in advance of the date he intends to start work and he shall furnish that office with such information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto. No extra compensation or extension in the construction schedule will be allowed for any delays or extra work caused by the need of others to relocate or protect existing utility lines.

The Contractor will assume full responsibility for damage to any utilities, underground or otherwise, and any subsurface drainage left in place.

SP-12 (1070-2.13) BORROW AND WASTE SITES

All borrow material required for this project that cannot be obtained on site shall be obtained from sites secured by the Contractor.

Unless otherwise specified, all excess excavation, to include topsoil, shall be wasted on site.

All waste materials shall be properly disposed of by the Contractor in locations arranged by the Contractor.

SP-13 (1070-2.14) MAINTAINING POSTAL SERVICE

The Contractor shall be responsible for relocating all existing mailboxes as required to facilitate construction in accordance with U.S. Postal Service Standards. Unless otherwise designated, the cost of relocating mailboxes shall be incidental to the project.

SP-14 (1070-Part 3) BONDS AND INSURANCE

Delete Sections 1070-3.02 to 1070-3.09 in their entirety.

Insurance shall be provided in accordance to the Supplemental Conditions where applicable. If Supplemental Conditions do not designate the required insurance coverage, prospective Quoters shall coordinate with the Owner for required insurance coverages prior to submitting bid or proposal.

SP-15 (1080-1.02) CONTRACT TIME

All work shall be completed on or before the date(s) and under the conditions set forth in the Contractor's Proposal/Construction Agreement and the Plan.

SP-16 (1080-1.12) LIQUIDATED DAMAGES

Liquidated damages will be assessed in the amount(s) deducted from any monies due or coming due to the Contractor in an amount(s) equal to the following:

- (A) Liquidated damages will be assessed at an amount equal to **\$500** per Calendar Day for failure to complete all the work under the Contract in the times specified, to include Milestone dates.

- (B) If, at any time, the Contractor fails to, within 12 hours of notification, properly furnish, install, maintain or remove any of the required traffic control devices, the Owner may assess liquidated damages of **\$100** per day per occurrence.
- (C) If at any time, the Contractor fails to wash out ready mix trucks at the project other than the predetermined area, the Owner may assess liquidated damages of **\$50** per occurrence.

The liquidated damages as set forth above and elsewhere in the specifications or plans may apply separately and assessed concurrently. The Owner and Engineer will determine when liquidated damages will apply.

SP-17 (1090-1.05) PROGRESS PAYMENTS

Mobilization will be measured and paid for as follows:

- (1) When five percent (5%) of the Contract amount is earned, fifty percent (50%) of the amount bid for mobilization will be paid.
- (2) The remaining fifty percent (50%) bid for mobilization will be paid when all work has been completed and accepted.

SP-18 (1090-1.08) ACCEPTANCE AND FINAL PAYMENT

The Contractor shall submit a complete set of “record drawings” prior to final payment which shall include as-built quantities, lines, grades, and elevations as constructed.

DIVISION 2: EARTHWORK

SP-19 (2010-3.01) CLEARING AND GRUBBING

- (A) Trees and shrubs within the construction limits shall be removed only when marked for removal by the Engineer. Stumps, roots, and any other plant life removed shall be disposed of daily.
- (B) Rubbish, trash, garbage, and any other foreign material located in the project construction limits shall be removed and disposed of by the Contractor prior to completion of the project.
- (C) Material shall be properly disposed of off the construction site. The Contractor shall make his own arrangements as to the methods of removal and the place of disposal. Separate payment will not be made for disposal but will be incidental to the various bid items.
- (D) Contractor shall carefully remove and reinstall fence and posts as needed to complete construction. Contractor shall provide any additional materials as needed to reinstall the fence to previously functional condition.
- (E) Unless otherwise specified as a specific bid item, Clearing and Grubbing, and all related items shall be incidental to the project.

SP-20 (2010-3.02) STRIPPING, SALVAGING, AND SPREADING TOPSOIL

- (A) Strip and stockpile topsoil from areas of construction and where grades are to be changed. No topsoil shall be removed from the project limits. Topsoil shall remain the exclusive property of the Owner.
- (B) If available, a minimum of 12” of topsoil shall be salvaged from all excavated areas with a minimum of 8” of topsoil spread over all disturbed areas not to be paved.
- (C) Topsoil shall be stored temporarily on site at the downgrade side of grading in a wind-row to act as temporary erosion control, cost incidental to the grading.

SP-21 (2010-3.04) EMBANKMENT CONSTRUCTION

Unless otherwise specified in the contract documents, compaction with moisture and density control will be required as follows:

- (A) Compaction outside of the right of way shall meet 92% of Standard Proctor Density with moisture ranging from -2% to +3% of optimum.
- (B) Compaction of all materials beneath or within 2' of the proposed curb of all existing or proposed streets shall meet 95% of Standard Proctor Density with moisture ranging from -2% to +3% of optimum.
- (C) Compaction of all materials in the top 12" of the subgrade beneath proposed paving and extending to 2 feet outside of the paved surface edge shall be at 98% of Standard Proctor Density with moisture ranging from -2% to +3% of optimum.
- (D) Embankment Borrow material shall be acquired, loaded, hauled, installed and compacted by the Contractor (lean clay with liquid limit <45 and plasticity index of 10-25). Bid quantity volume will be the final project payment work. Additional work not illustrated in the plans is requested by the Owner.

All unsuitable materials, to include frozen and/or excessively moist materials, shall be excavated and replaced with suitable on-site material compacted as specified. Unless otherwise specified, replacement of all unsuitable excavation shall be incidental to the project.

If suitable on-site material is not available, the Contractor will be directed to perform additional work to obtain adequate moisture and density to facilitate the proposed construction through a change order.

SP-22 (2010-3.07) SUBGRADE TREATMENT

Unless specified otherwise in the contract documents, subgrade treatment, to include, lime, flyash, C-Stone, cement, geogrids or geotextiles may be used to obtain specified moisture and density requirements. Proposed subgrade treatment method shall be approved by the Engineer.

Unless otherwise specified, the use of approved subgrade treatment materials to obtain specified moisture and density requirements will be incidental to subgrade preparation.

DIVISION 3: TRENCH, BACKFILL AND TRENCHLESS

SP-23 (3010-2.04) STABILIZATION (FOUNDATION) MATERIALS

Trench Foundation Rock shall be used as authorized by the Engineer when proposed pipe shall be installed in excessively moist materials or beneath the water table. Trench Foundation Rock, meeting the specified gradation, will be paid per ton of material furnished and installed as specified and as verified by weight tickets.

SP-24 (3010-3.04) DEWATERING

Unless otherwise specified in the Contract Documents, all dewatering required for construction shall be incidental to the project.

The Contractor shall submit a dewatering plan that shall include well locations, pump locations, discharge locations, and all temporary erosion control measures prior to commencing with dewatering operations.

SP-25 (3010-3.05) PIPE BEDDING AND BACKFILL

Contractor shall backfill all pipe in accordance with Figure 3010.101, 3010.102, 3010.103, and 3010.104 unless otherwise specified. At a minimum, the following requirements shall be met:

- (A) PVC Sanitary Sewer Main: Bedding Class F-2.
- (B) Water Main Pressure Pipe: Shall be backfilled with suitable in place materials unless installed beneath the water table or if suitable in place material is not available. When suitable material is not available, or, when installed beneath the water table, water main shall be backfilled to the top of the pipe with Class I Bedding Material (Class P-3).
- (C) Sanitary Sewer Force Main: Shall be backfilled with suitable in place materials unless installed beneath the water table or if suitable in place material is not available. When suitable material is not available, or, when installed beneath the water table, water main shall be backfilled to the top of the pipe with Class I Bedding Material (Class P-3).
- (D) RCP Storm Sewer:
 - (1) Beneath and within 2' of proposed paving: Class R-1 Pipe embedment.
 - (2) Outside 2' of proposed paving: Shall be backfilled with suitable in place materials unless installed beneath the water table which shall require Class R-2 Pipe embedment.
- (E) HDPE Storm Sewer (Outside right of way only): Type F-3 embedment.

Compaction of all backfill materials shall meet the requirements of Section 2010, Part 3.04 as specified in the Technical Specifications/Special Provisions. Unless otherwise specified, all backfill material shall be incidental to pipe installation. Trench Foundation Rock will be paid per ton as authorized by the Engineer.

SP-26 (3020-3.04) TRENCHLESS INSTALLATION

- (A) Contractor shall install proposed water main, sanitary sewer or force main by the means of trenchless installation as indicated on the project plans. Unless otherwise specified, the Contractor shall have the option of performing the construction by using any of the following methods:
 - (1) Auger boring
 - (2) Pipe jacking
 - (3) Micro tunneling
 - (4) Open-ended pipe removing
 - (5) Directional drilling
 - (6) Utility tunneling
- (B) The Contractor shall not use methods that displace excess soil rather than removing it unless specifically authorized by the Engineer.
- (C) Gravity pipe lines shall be installed using methods that will maintain the proposed grade throughout the duration of the trenchless installation.
- (D) Unless specifically directed in the project plans, the following materials shall be considered acceptable for trenchless excavation:
 - (1) Casing Pipe: New, welded, or seamless steel pipe with minimum inside diameter at least 4 inches greater than largest outside diameter of the carrier pipe.
 - (2) Sanitary Sewer:
 - (a) Carrier Pipe through casing: Use same materials as specified for trenched installation on the project. Joints shall be restrained.
 - (b) Uncased Carrier Pipe: Ductile Iron Pipe or DR11, HDPE
 - (3) Sanitary Sewer Force Main, and Water Main: AWWA C900 PVC or Ductile Iron Pipe. Joints shall be restrained.

All other materials require Engineer approval prior to bidding.

- (E) If necessary, Contractor will be required to install fittings and/or manholes to connect to trenched pipe material. Manholes and/or connection to existing shall be incidental to trenchless installation.
- (F) Contractor will be paid per linear foot of trenchless installation performed as specified. All items relating to the method of installation, to include casing pipe, carrier pipe, casing spacers, pit excavation, mobilization, fittings, and joints shall be incidental to the per linear foot cost of trenchless excavation.

DIVISION 4: *SEWERS AND DRAINS*

SP-27 (4010-1.08) MEASUREMENT AND PAYMENT

Sanitary sewer service wyes will be paid by the unit bid price for each size furnished and installed.

SP-28 (4010-2.01) SANITARY SEWERS (GRAVITY MAINS)

Unless otherwise specified, sanitary sewer main and fittings shall conform to ASTM D 3034, pipe stiffness per ASTM D 2412, with a minimum solid wall pipe thickness of SDR26.

Casing pipe for trenchless installation shall be Ductile Iron Pipe, Class 52 with spacers at 6' intervals and end seals.

SP-29 (4010-2.02) SANITARY SEWER FORCE MAINS

Unless otherwise specified, sanitary sewer force main shall conform to AWWA C900, DR18 with elastomeric gaskets.

SP-30 (4010-2.04) SANITARY SEWER SERVICE

Connection to main shall be made by installing a preformed wye during sewer main installation.

Unless otherwise specified, service line pipe shall conform to ASTM D 3034, minimum thickness SDR26.

SP-31 (4010-3.05) FORCE MAIN INSTALLATION

Force main shall be installed with tracer wire installed as per Section 5010.

All force main fittings shall be mechanical joint, ductile iron fittings meeting the specifications of Section 5010, Part 2.02. All mechanical joints shall use Cor Blue "T" Bolts and Mega Lug restrainers or an approved equal.

SP-32 (4010-3.06) SANITARY SEWER SERVICE STUBS

Sanitary sewer services shall be installed to the property line and located a distance of 10' from the property corner. Contractor shall cap end and install a 12' long wood 2" x 4" or full piece of 4" PVC on end at the end of the service to mark location and depth.

SP-33 (4020-2.01) STORM SEWERS

Unless otherwise specified, all storm sewer within the right of way shall be Class III Reinforced Concrete Pipe (RCP).

Contractor may install High Density Polyethylene (HDPE) outside the right of way by approval of the Engineer with written submittal of price reduction as compared to RCP installation.

SP-34 (4020-3.02) PIPE INSTALLATION

RCP and HDPE storm sewer installation shall include granular backfill in accordance with SW-101 to the springline of the pipe.

4" perforated subdrain shall be installed approximately 2' inside the curb line at a depth 2' – 4' below finished grade or as allowed by connecting intake depth. Subdrain shall be installed to drain to the structure and connect to the intakes and manholes as shown on the plans.

When specified, 4" non-perforated PVC sump pump drain lines shall be installed approximately 3' – 4' back of the curb to provide sump pump connection risers where storm sewer is not available for sump pump connection. A minimum of one riser shall be installed for every two lots on the property line. Where storm sewer is available for connection, Contractor shall connect to the storm sewer and provide connection risers for adjacent lots. All residential lots shall have a connection riser on an adjacent property line for the purpose of future sump pump connections. The City of Webster City will provide Contractor locator balls to be installed at the location of each riser. The cost of sump pump drain line risers shall be incidental to 4" PVC sump pump drain line and/or storm sewer and no separate payment shall be made.

All storm sewer connections shall be watertight to prevent infiltration and erosion.

SP-35 (4040-2.02) TYPE I SUBDRAINS

Perforated subdrain shall be polyethylene conforming to AASHTO M252, Type CP or Type SP, and backfilled with drainage aggregate. Engineering fabric wrap not required.

SP-36 (4040-2.08) STORM SEWER SERVICE STUBS

Sump Pump Drainline materials shall be 4" non-perforated PVC conforming to ASTM D3034, minimum thickness solid wall pipe SDR26.

SP-37 (4060-Part 3) TESTING

All sanitary sewer testing shall be incidental to sanitary sewer installation. Contractor shall be required to perform low pressure air testing, infiltration/exfiltration testing, as well as alignment and deflection testing of all gravity sewer lines. Force mains shall be pressure tested as well.

The Contractor shall coordinate with the City of Webster City a minimum of 48 hours prior to performing all testing.

SP-38 (4060-3.02) VISUAL INSPECTION

All installed sewer lines shall be cleaned and visually inspected for alignment by using a laser beam or lamping. All defective sewer lines may be rejected.

SP-39 (4060-3.04) SANITARY SEWER LEAKAGE

Maximum infiltration or exfiltration in any section of sanitary sewer, including manholes, shall not exceed 100 gallons per inch of pipe diameter per day per mile of sewer.

Contractor shall perform infiltration or exfiltration testing as requested by the Engineer or Owner to verify leakage.

The Contractor shall perform low pressure air testing on all sanitary sewer pipe installed in accordance with Section 4060-3.04.

SP-40 (4060-3.05) DEFLECTION TESTING

Deflection testing shall be performed 30 days after Sewer Main installation or just before paving operations commence.

DIVISION 5: WATER MAIN AND APPURTENANCES

SP-41 (5010-1.08) MEASUREMENT AND PAYMENT

Contractor shall be paid for furnishing and installing of water main and service materials as specified.

SP-42 (5010-2.01) WATER MAIN

Unless otherwise specified, water main pipe shall conform to AWWA C900, DR18, with elastomeric gaskets. If directed by the plans, Ductile Iron Pipe (DIP) shall be Class 52 as per AWWA C151.

SP-43 (5010-2.01) WATER MAIN PIPE

PVC Pipe AWWA C900 DR-Pressure Class PVC pipe shall be DR 18 (Class 235) with elastomeric gasket joints. Ductile Iron Pipe (DIP) shall be Class 52 as per AWWA C151.

Trenchless installation of water main shall include AWWA C900 Restrained Joint (RJ) Pipe and Ductile Iron Casing Pipe, Class 52 with spacers at 6' intervals and end seals.

SP-44 (5010-2.03) FITTINGS

Ductile Iron Mechanical Joint, AWWA C110/ANSI 21.10, Class 250, Mechanical Joint; or AWWA C153/ANSI A21.53, Class 350. All mechanical joints shall be restrained and thrust blocked. All mechanical joints shall use Core Blue "T" Bolts and Mega Lug (or equal) restrainers. All mechanical joints shall be wrapped in 8 mm polyethylene as specified.

Joint Restraints: DIP - Megalug, Series 1100 as manufactured by EBAA Iron Sales, Inc., Grip Ring as manufactured by Romac Industries, or approved equal. PVC - Megulug, Series 2000 as manufactured by EBAA Iron Sales, Inc., Grip Ring as manufactured by Romac Industries, or approved equal.

SP-45 (5010-2.05) PIPELINE ACCESSORIES

Tracer wire shall be furnished and installed by the Contractor.

Materials

General

All trace wire and trace wire products shall be domestically manufactured in the U.S.A.

All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

Trace wire

- **Open Trench** - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring** - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Trace wire – Pipe Bursting/Slip Lining** - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors

- All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- Non locking friction fit, twist on or taped connectors are prohibited.

Termination/Access

- All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- All grade level/in-ground access boxes shall be appropriately identified with “sewer” or “water” cast into the cap and be color coded.
- A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- **Service Laterals on public property** - Trace wire must terminate at an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- **Service Laterals on private property** - Trace wire must terminate at an approved above-ground trace wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground trace wire access box, located within 2 linear feet of the building being served by the utility.
- **Hydrants** – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- **Long-runs, in excess of 500 linear feet without service laterals or hydrants** - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48” polyethylene marker post, color coded per APWA standard for the specific utility being marked.

Grounding

- Trace wire must be properly grounded at all dead ends/stubs
- Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in a direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

Installation

General

- Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- Trace wire must be properly grounded as specified.
- Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace wire Termination/Access)
- At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
- Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
- All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
- In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors, and shall be properly grounded at the splice location as specified.

Sanitary Sewer System-Only when specified in plans.

- A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline trace wire continuously, by-passing around the outside of manholes/structures on the North or East side.
- Trace wire on all sanitary service laterals must terminate at an approved trace wire access box color coded green and located directly above the service lateral at the edge of road right of way.

Water System

- A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
- Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
- Above-ground tracer wire access boxes will be installed on all fire hydrants.
- All conductive and non-conductive service lines shall include tracer wire.

Storm Sewer System-Only when specified in plans.

When included in plans sump pump drain line shall include tracer wire.

- If the storm sewer system includes service laterals for connection of private drains and tile lines, it shall be specified the same as a sanitary sewer application.
- Lay mainline trace wire continuously, by-passing around the outside of manholes/structure on the North or East side.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable

- Uninsulated trace wire
- Trace wire insulations other than HDPE
- Trace wires not domestically manufactured
- Non locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Trace wire wrapped around the corresponding utility
- Brass fittings with trace wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting trace wire to existing conductive utilities

Testing

All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.

This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.

Continuity testing in lieu of actual line tracing shall not be accepted.

Products

The following products have been deemed acceptable and appropriate.

- Copper clad Steel (CCS) trace wire
 - o Open Trench – Copperhead #12 High Strength part # 1230*-HS**
 - o Directional Drilling/Boring - Copperhead Extra High Strength part # 1245*-EHS**
 - o Pipe Bursting/Slip Lining – Copperhead SoloShot Extreme Strength 7 x 7 Stranded part # PBX-50*-**
 - * Denotes color: B=Blue, G=Green, P=Purple
 - **Denotes spool size. 500' 1000' 2500'
- Connectors
 - o Copperhead 3-way locking connector part # LSC1230*
 - o DryConn 3- way Direct Bury Lug: Copperhead Part # 3WB-01
- Termination/Access
 - o Non-Roadway access boxes applications: Trace wire access boxes Grade level Copperhead adjustable lite duty Part # LD14*TP
 - o Concrete / Driveway access box applications: Trace wire access boxes Grade level Copperhead Part # CD14*TP 14"
 - o Fire hydrant trace wire access box applications: Above ground two terminal Cobra Test Station, denoting "F" includes hydrant mounting flange. Copperhead part # T2*-FLPKG-5/8 to fit hydrants with 5/8" bolts and T2*-FLPKG-3/4 to fit hydrants with 3/4" bolts.
- Grounding
 - o Drive in Magnesium Anode: Copperhead Part # ANO-12 (1.5 lb)

Manufacture product options:

Other manufactures provide these types of products. Use of other manufacturers products shall only be used with Engineers approval.

SP-46 (5010-2.07) WATER SERVICE PIPE AND APPURTENANCES

All fittings shall be compression

Saddle: Ford 202BS or equal.

Corporation stop: Ford FB1000-4 (1") or equal.

Service line: Class 200 HDPE w/ stiffeners at service connections, tracer wire, access box at each service.

Curb Stops: Ford B44-444M (1"), Minn. pattern, or equal.

Curb Boxes: Ford EM2-65-56-48R, length 6'-6" feet, size 1-1/4 inch, or equal.

SP-47 (5010-3.01) GENERAL PIPE INSTALLATION

Tracer wire shall be installed on all water main and services in accordance with the specifications. Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness. Tracer wire access box by Copperhead.

SP-48 (5010-3.09) WATER SERVICE STUB

The Contractor shall coordinate with the City a minimum of 48 hours prior to performing this work. Service lines shall be installed a minimum of 6' deep, or as required to facilitate other utilities.

Water service curb stops locations shall be as shown on the plans unless directed by the Owner during construction.

SP-49 (5020-1.08) MEASUREMENT FOR PAYMENT

Contractor will be paid per each hydrant assembly satisfactorily furnished and installed as specified.

SP-50 (5020-2.01) VALVES

Valves may be Mueller Resilient Seat Gate Valves as manufactured by Mueller Co., Decatur, Illinois or American AVK, Series 25 Resilient Seated Gate Valve as manufactured by American AVK Co., Fresno, CA or Clow Resilient Wedge Valves as manufactured by Clow Corporation, Oskaloosa, Iowa or approved equal. Valves shall comply with all applicable parts of AWWA C509 or AWWA C515, constructed of ductile iron materials.

SP-51 (5020-2.02) FIRE HYDRANT

Fire hydrants shall conform to AWWA C502 and shall be Mueller Model No. A-423, Super Centurian. The hydrant shall have two 2-1/2 in hose nozzles and one pumper nozzle. The direction of opening the hydrant shall be counter-clockwise. Tracer wire valve boxes shall be installed near each hydrant to prevent being disturbed.

SP-52 (5020-2.03) APPURTENANCES

All valve boxes shall be Tyler 666-S, Mueller Cat. No. H-10360, Buffalo type or equal, 5-1/4 inch shaft, two piece, screw type (incidental to Valve), with self centering valve box adapter (Adapter II). Valve Stem Extensions shall be provided for all buried valves. Raise 2-inch operating nut to within two feet of, but not closer than 6 inches of the surface. Valve box shall be incidental to valve installation.

Pipe Coupling: Center Barrel: Ductile Iron per ASTM A536 and AWWA C219.
Gasket: SBR transition design produced from 100% new rubber to ensure performance under varying pressures with superior storage characteristics per AWWA C219. Suitable for mild acids, water and salt media with a temperature range of -40 to +150 F.
Bolts & Nuts: Low Alloy Steel per ASTM A325, ASTM A563, and AWWA C219.
Glands: Ductile Iron per ASTM A536 and AWWA C219.

SP-53 (5030-3.01) SEQUENCE OF OPERATION

Contractor shall coordinate with the Owner a minimum of 48 hours prior to water main testing and disinfecting.

DIVISION 6: *STRUCTURES FOR SANITARY AND STORM SEWERS*

SP-54 (6010-1.08) MEASUREMENT AND PAYMENT

Sanitary manholes will be paid per each satisfactorily installed as specified.

Drop manholes will be paid per each satisfactorily installed as specified to include the drop structure.

Manhole Adjustment, Minor will be paid per each manhole adjusted to meet proposed grades only if designated as a separate bid item. New castings and/or adjustment rings shall be incidental to the Bid Item.

Manhole Adjustment, Major will be paid per each manhole adjusted by the addition, removal, exchange of existing manhole barrel or core sections only if designated as a separate bid item.

SP-55 (6010-2.01) CONCRETE MANHOLE COMPONENTS

Unless otherwise specified, all sanitary manholes shall be precast Circular Sanitary Sewer Manholes (See Figure 6010.301) and shall be coated with an exterior waterproof coating consisting of a heavy bodied tar or bituminous paint to prevent manhole section from moisture penetration. Manholes shall be precast with plastic coated steel steps.

SP-56 (6010-2.09) MANHOLE OR INTAKE ADJUSTMENT RINGS (GRADE RINGS)

Unless otherwise specified, all sanitary and storm manholes shall be constructed with a minimum of 8" of High-Density polyethylene or Reinforced Concrete Grade Adjustment rings. Rings shall be installed with an asphaltic mastic or in accordance with the manufacturer's recommendations.

All intakes shall be constructed with a minimum of 4" of adjustment rings and shall be constructed within 1/4 inch of specified grade elevation.

SP-57 (6010-2.10) CASTINGS (RING, COVER, GRATE, AND EXTENSIONS)

Unless otherwise specified, sanitary and storm sewer manhole castings shall be heavy duty Neenah R-1668 non-vented, non-rocking, solid lid, or an approved equal.

Unless otherwise specified, Single Grate and Double Grate intakes shall be constructed with Neenah R-3246 with a type L (vaned) grate.

SP-58 (6010-3.01) GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

Single Grate Intake, modified (X' x X') intakes shall be constructed in the same manner as a single grate intake with inside dimensions measuring the specified lengths (X' x X') to facilitate larger storm sewer pipe sizes. A pre-cast or cast-in-place cover shall be installed over the intake walls to facilitate the 2' x 3' casting size.

Double Grate Intake, modified (X' x X') intakes shall be constructed in the same manner as a double grate intake with inside dimensions measuring the specified lengths (X' x X') to facilitate larger storm sewer pipe sizes. A pre-cast or cast-in-place cover shall be installed over the intake walls to facilitate the 2' x 3' casting size.

All Cast-in-Place storm manholes shall be grouted on the invert and on all walls to ensure a watertight structure.

SP-59 (6020-2.01) CHIMNEY SEAL

If specified, Chimney Seals shall be an external seal as manufactured by Cretex Specialty Products or an approved equal.

SP-60 FORCE MAIN

- A. Fittings: Ductile Iron Mechanical Joint, AWWA C110/ANSI 21.10, Class 250, Mechanical Joint; or AWWA C153/ANSI A21.53, Class 350. All mechanical joints shall be restrained and thrust blocked. All mechanical joints shall use Core Blue "T" Bolts and Mega Lug (or equal) restrainers.
- B. Tracer Wire: Required with access boxes, No. 12 solid single strand type AWG, TW, THHN.
- C. Joint Restraints: DIP - Megalug as manufactured by Star National Products or approved equal. Components shall be of high strength low alloy steel (Cor-ten), ASTM A242 Super Star (SS) Series. Components for PVC pipe shall be by UNI Flange Corporation or approved equal.
- D. Gate Valves: Valves may be Mueller Resilient Seat Gate Valves as manufactured by Mueller Co., Decatur, Illinois or Clow Resilient Wedge Valves as manufactured by Clow Corporation, Oskaloosa, Iowa or approved equal. Valves shall comply with all applicable parts of AWWA C509 or AWWA C515, constructed of ductile iron materials.
- E. Valve Box: Mueller Cat. No. IT-10360, two piece, screw type (incidental to Valve).

DIVISION 7: STREETS AND RELATED WORK

SP-61 (7010-1.06) SCHEDULING AND CONFLICTS

Contractor shall be required to attend a "pre-paving meeting" immediately prior to commencing with paving operations at a location to be coordinated at the preconstruction conference.

SP-62 (7010-1.07) RESTRICTIONS ON OPERATIONS

All pavement less than 36 hours old shall be protected from cold weather in accordance with Section 7010-1.07.

SP-63 (7010-3.02) SURFACE FIXTURE ADJUSTMENT

Manholes and intakes shall be adjusted to finish height prior to commencing with paving operations.

SP-64 (7030-1.07) RESTRICTIONS ON OPERATIONS

All concrete less than 36 hours old shall be protected from cold weather in accordance with Section 7010-1.07.

SP-65 (7030-1.08) MEASUREMENT FOR PAYMENT

Unless otherwise specified, the Owner will provide testing services for PCC paving and no separate payment for testing shall be made.

Thickness cores will be taken to determine the Concrete Thickness Pay Factor at the Owner's discretion. If no cores are taken by the Owner, Contractor will be paid 100% of Contract price for PCC paving bid items.

Pavement Smoothness: There will be no additional compensation or incentive payment for pavement smoothness on this project.

SP-66 (7030-2.02) CONCRETE MATERIALS

All Portland Cement Concrete pavement shall be Iowa DOT C-4 or C-4WR with Class 3 gradation coarse aggregate. The minimum cement content shall be 624 lbs per cubic yard. Air content shall be maintained at 8% +/- 2% with a maximum slump of 2" for all slipform paving (Required for mainline paving). The minimum 28-day compressive strength shall be 4,000 psi.

Course Aggregate shall meet Class 3 durability (limestone or quartzite only) in accordance with Iowa DOT test method 408-A.

Unless otherwise specified, the Contractor may use M-4 mix concrete with approval of the Engineer to obtain earlier opening dates; however, the cost of M-4 mix paving shall be incidental to the project.

SP-67 (7030-3.02) SURFACE FIXTURE ADJUSTMENT

Size and shape of box outs for manholes and intakes shall be approved by the Project Observer or Engineer prior to commencing.

SP-68 (7030-3.05) CONSTRUCTION OF JOINTS

Longitudinal and transverse joint spacing shall conform to the plan detail sheet or at a maximum interval of 6'.

SP-69 (7030-3.15) DEFECTS OR DEFICIENCIES

The maturity method of testing concrete paving may be used with prior coordination with the Engineer at no additional expense to the Owner.

When connecting to existing paving, to include construction joints from previous pours, the Contractor shall remove a minimum of 1 panel (10') of existing paving to minimize the profile index and bumps where continuous paving is interrupted.

Pavement Smoothness:

1. Within 7 days of the completion of the PCC paving, all street pavement will be tested at the Owner's option in accordance with SUDAS straight edge specification, 7010-300-C-1. Testing will be at longitudinal lines located parallel to the pavement centerline. The Contractor shall be responsible for protecting their work and cleaning the PCC paving prior to testing.
2. Appropriate remedial action shall be performed by the Contractor to produce pavement smoothness as described in Iowa DOT Section 2316.
3. When connecting to existing paving, to include construction joints from previous pours, the Contractor shall remove a minimum of 3' of existing paving to minimize the profile index and bumps where continuous paving is interrupted.
4. The cost of all items associated with meeting the smoothness specification, shall be incidental to the project. This shall include mobilization, traffic control, grinding, and/or removing and replacing if necessary.

SP-70 (7030-2.07) DETECTABLE WARNINGS

Detectable warnings shall be pre-manufactured panels with a non-slip surface and raised truncated domes.

SP-71 (7030-3.04) PCC RECREATION TRAILS, SIDEWALKS, AND DRIVEWAYS

Unless otherwise specified, Contractor shall install sidewalk, trails, and driveways in accordance with all ADA Standards. Drop curb for future walks will be determined during construction and incidental to the cost of the pavement.

SP-72 (7040-1.08) PAVEMENT REMOVAL

Unless otherwise specified, saw cutting of all pavement, driveways and sidewalks shall be incidental to removal.

DIVISION 9: SITE WORK AND LANDSCAPING

SP-73 (9010-1.08) MEASUREMENT FOR PAYMENT

Unless otherwise specified, seeding, fertilizing and mulching will be paid per acre of area that is satisfactorily seeded in a conventional manner.

If necessary to establish growth, watering of the seeded areas shall be incidental to the project.

SP-74 (9010-2.02) SEED MIXTURES AND SEEDING DATES

Urban seed mixture meeting the following combination shall be applied to all residential and commercial sites at a rate of 4 lbs per 1,000 sq. ft.

Kentucky Blue Grass	70%
Annual Rye Grass	20%
Creeping Red Fescue	10%

Rural seed mixture meeting the following combination shall be applied to rural areas and ditches as specified.

Fescue, Kentucky 31 or Fawn	14 lbs per acre
Bromegrass	14 lbs per acre
Red Clover	4 lbs per acre
Alsike Clover	4 lbs per acre.

SP-75 (9010-2.03) FERTILIZER

All areas seeded shall be fertilized with a commercial fertilizer having a nitrogen, phosphorus, potassium analysis ratio of 13-13-13 at a minimum rate of 500 lbs/acre.

SP-76 (9010-2.07) HYDRO-MULCH

All areas seeded shall be hydro-mulched using any of the methods described in SUDAS 9010-2.07-B.

SP-77 (9010-3.01) AREA OF SEEDING

Contractor shall seed all areas shown on the plans or described in the Contract Documents. All areas damaged outside the contracted seed limits shall be seeded at the expense of the Contractor.

SP-78 (9040-1.08) MEASUREMENT FOR PAYMENT

Unless otherwise specified, Storm Water Pollution Prevention Plan (SWPPP) Compliance will be paid as a lump sum bid item. The Contractor will be paid for this item as a percentage of the total project completion at the time of each pay request.

The lump sum bid item for SWPPP Compliance shall include, but not be limited to dust control, installation of silt fence, check dams, temporary rock entrances, inlet protection, outlet protection, temporary seeding, and/or temporary detention to prevent erosion and minimize sediment migration. Unless otherwise specified, no separate payment will be made for individual items.

When specified as individual bid items, silt fence, turf reinforcement mats, inlet protection, and temporary rock entrances will be paid separately.

SP-79 (9040- PART 2) PRODUCTS

As a co-permittee under Iowa DNR General Permit No. 2, the Contractor and all Subcontractors are authorized to use all appropriate products necessary to comply with the permit and the SWPPP. A complete list of authorized products is provided in Section 9040, Part 2, Products.

SP-80 (9040-3.01) SWPPP PREPARATION

If required for this project, a Storm Water Pollution Prevention Plan has been prepared by the Owner and is attached as an Appendix to this document. The Contractor shall review this document to become familiar with it and update it as necessary.

The Notice of Intent, as required by NPDES General Permit No. 2, will be filed by the Owner.

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Iowa Department of Natural Resources. By entering into contract with the Owner, the Contractor shall be a co-permittee with the Owner to ensure compliance with the terms and conditions of the General Permit No. 2 (Storm Water Discharge Associated with Industrial Activities for Construction Activities) and is responsible for compliance with the Storm Water Pollution Prevention Plan (SWPPP) prepared for this project. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 1 acre or more of total land area.

The Owner will prepare and submit the Notice of Intent for the Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. The Contractor shall have all logs, documentation, inspection reports and the Storm Water Pollution Prevention Plan (SWPPP) on site. The Contractor shall immediately rectify any shortcomings noted by the Engineer and shall immediately notify the Engineer of any site visits by any regulatory authority.

The Contractor shall review and abide by the instructions contained in the permit package. The Contractor shall hold the Owner and Engineer harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

If required, a copy of the "Storm Water Pollution Prevention Plan" is attached as an Appendix in the Project Manual. The Storm Water Pollution Prevention Plan is a living document and shall be updated by the Contractor as conditions change and/or as directed by the Engineer.

SP-81 (9040-3.02) SWPPP MANAGEMENT

The Contractor will be responsible for maintaining and managing the SWPPP through the duration of the project. This shall include performing all inspections as required and maintaining a log of all inspection reports. Copies of the reports shall be made available to the Engineer or Owner upon request.

..... END

APPENDIX

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

NPDES GENERAL PERMIT NO. 2
STORM WATER POLLUTION PREVENTION PLAN
FOR
WEBSTER CITY MUNICIPAL UTILITIES
REISNER SUBSTATION GRADING

Webster City, Iowa
Project No. 428403

March 2024

Prepared by:
DGR Engineering
1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
(712) 472-2531

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PART 1: SITE DESCRIPTION/SITE MAP

Project Name	Reisner Substation Grading
Project Location (address, Section, TWP, R)	SE 1/4 Section 7, T88N, R25W
Owner Name	The City of Webster City Municipal Utilities
Representative	Adam Dickinson
Owner Address/Phone	400 Second Street Webster City, IA 50595 (515) 832-9159
Site Area	4.0
Disturbed Area	3.03
Final Runoff Coefficient	80
Soil type	Lean Clay
Receiving Waters	City Road Ditch
Description of Proposed Activity	Grading, Storm Sewer
Expected Sequence of Major Construction Activity (Subject to change: any deviations to the plan shall be noted on this plan)	A. Install temporary sediment control measures B. Clearing, grubbing & removals C. Grading D. Utility Installation E. Surfacing F. Final stabilization seeding, mulching, fertilizing G. Remove temporary sediment control measures

SITE MAP

Refer to the project plans for the site map.

PART 2: CONTROLS

CONTROL MEASURE MASTER INDEX

Use this index to track the status of all erosion & sediment control BMP's on your site as they relate to current construction phase. Note the corresponding number of the BMP on the erosion control plan (ie B3) and record installation and removal dates in the table. BMP's will not necessarily be removed during the same phase as their installation. Site conditions should dictate installation and removal.

NUMBER	CONTROL	DATE INSTALLED	DATE REMOVED
--------	---------	----------------	--------------

PHASE A – REMOVALS			
A1	Inlet Protection		
A2	Silt Fence		
A3			
A4			
A5			
A6			
A7			

PHASE B – GRADING			
B1	Temporary Seeding/Mulching		
B2			
B3			
B4			
B5			

PHASE C – UNDERGROUND UTILITIES			
C1	Inlet Protection		
C2	Silt Fence		
C3			
C4			
C5			
C6			
C7			

NUMBER	CONTROL	DATE INSTALLED	DATE REMOVED
--------	---------	----------------	--------------

PHASE D – SURFACING / FINE GRADING			
D1	Temporary Seeding/Mulching		
D2	Inlet Protection		
D3			
D4			
D5			

PHASE E - FINAL STABILIZATION			
E1	Permanent Seeding		
E2			
E3			
E4			
E5			

A. Erosion and Sediment Controls

Measures to be used for controlling erosion and sediment throughout the construction project include stabilization measures for limiting soil erosion from disturbed areas and structural controls to divert runoff and remove sediment. Contractor/subcontractor is responsible for the implementation and management of control measures specific to this site. As work progresses, field investigation may indicate additional erosion control measures may be required as determined by the Contractor, Owner, Engineer or other governmentally regulated agencies.

1. Stabilization

- a. Preserve existing vegetation in areas not disturbed during construction.
- b. Undisturbed areas will utilize existing vegetation as a natural buffer zone to increase infiltration and sediment deposition by reducing runoff velocity.
- c. The total area of soil disturbed by construction operations at any time shall be held to a minimum.
- d. Soil Compaction - compaction of soils in area to be seeded or sodded will be kept to a minimum to increase infiltration of storm water runoff into the groundwater, reducing the amount of runoff.
- e. Temporary stabilization - areas where construction activity is not planned to occur for at least 14 days will be stabilized within 14 days of ceasing construction activities in that area by one or more of the following temporary erosion control methods:
 1. Topsoil stockpiles and disturbed portions of the site will be stabilized with temporary seed and mulch.
 2. Areas of the site to be paved will be temporarily stabilized with geotextile and stone sub-base until pavement can be installed.
 3. Frequent watering during construction in dry weather shall minimize wind erosion from exposed soil.
- f. Permanent Stabilization - areas where construction activity has permanently ended will be stabilized within 14 days of ceasing construction activities in that area by one or more of the following permanent erosion control measures:
 1. Sodding or permanent seeding/mulch and mulch in unpaved areas where final grading is complete.
- g. Dust Control - Mulch or surface watering will be utilized to control wind erosion of susceptible soils during and/or immediately after mass site grading operations.

2. Structural Controls

- a. At all areas where runoff can move offsite, silt fence, filter sock or approved equal will be installed along the perimeter of the project downstream of soil disturbing activities and storm water discharge points prior to site clearing and grading operations as required and/or shown on the plans.
- b. Provide silt fence, filter sock, or equivalent measures for all sideslopes and downstream boundaries of the disturbed area as required and/or shown on the plans.
- c. Inlet protection devices will be installed in all storm water intakes to protect storm sewers from sediment immediately after construction of the inlet.
- d. Additional erosion control measures may be required on embankments, stockpiles, and other areas to ensure runoff control.

B. Storm Water Management

Post construction storm water drainage will be facilitated by curb and gutter, storm sewer and intake structures for the developed areas. Runoff will be directed to onsite storm water management controls and/or the storm sewer system.

Measures implemented to control pollution of storm water after construction is complete include the following:

1. Undeveloped areas of the site will be graded at the slopes indicated and have permanent seeding and/or landscaping designed to reduce runoff velocities and increase infiltration.
2. Portions of the site will remain undisturbed and in its original vegetative state, limiting the amount of exposed soil and providing a vegetative buffer zone that will reduce runoff velocities and increase infiltration.

C. Other Controls

Measures for controlling other sources of potential pollution that may exist on the construction site. During the course of construction, it is possible that situations may arise where unknown material will be encountered. When such situations occur, they will be handled according to all applicable federal, state, and local regulations in effect at the time.

1. Waste Materials

Disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic

system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules, or regulations shall apply.

2. Hazardous Waste.

- a. Hazardous waste materials will be disposed of in accordance with applicable local, State and/or Federal regulations.
- b. Equipment refueling and maintenance operations will be carried out in such a manner so as to prevent any spills and contamination to the soil and ground water.
- c. Potentially hazardous materials will be used with great care to prevent spillage in any volume.

3. Vehicle Tracking

- a. Stabilized construction entrances and/or vehicle washing racks will be installed at all site access points to reduce vehicle tracking of sediment offsite.
- b. Paved streets adjacent to the site will be inspected daily and cleaned as necessary to remove any excess mud, dirt, or rock tracked from the site.
- c. Dump trucks hauling material from the site will be properly covered with a tarpaulin.
- d. Dust control measures will be used as necessary.

4. Sanitary Waste

A portable restroom facility may be located onsite at the contractor's discretion. Wastes will be collected and disposed of in complete compliance with local, State and Federal regulations. This facility will be located in an area where contact with storm water discharge is minimized.

D. Non-storm Water Discharges

- 1. Expected sources of non-storm water discharges from the site during construction may include:
 - a. Potable water sources, including water line flushing, irrigations drainage and firefighting activities.
 - b. Pavement/building wash waters where no spills or leaks of toxic or hazardous materials have occurred and excluding detergents.
 - c. Uncontaminated groundwater from de-watering excavations.
 - d. Natural springs, wetland, water sources.
 - e. Foundation or footing drains where flows have not been exposed to solvents.

2. Non-storm water flows will be discharged to a stabilized area or directed to a sediment retention device or other appropriate control measure prior to discharging off-site.

E. State and Local Requirements

1. The storm water pollution prevention plan reflects the State of Iowa requirements for storm water management and erosion and sediment control as established in 161A.64 Code of Iowa, State of Iowa Statutory Requirements pertaining to Erosion Control Plans.
2. Code Compliance: The contractor shall comply with the soil erosion control requirements of the Iowa Code, the Iowa DNR permit, and all local ordinances.

F. Sequence of Installation

1. Install perimeter silt fence, silt berms, & inlet protection where possible.
2. Clearing, Grubbing, & Removals as needed for installation.
3. Grading & Installation of utilities.
4. Construction of paving.
5. Complete topsoil, fine grading, permanent stabilization by seed/mulch, sod, or landscaping of all disturbed areas.
6. Remove temporary sediment control measures after permanent seeding & landscaping is 70% established.

PART 3: CONSTRUCTION & IMPLEMENTATION

PROJECTED CONSTRUCTION SCHEDULE / CONSTRUCTION PROGRESS

Phase A – Removals, Grading & Utilities	Anticipated Start Date	Anticipated End Date
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Initial control measure installation (Construction entrances, perimeter silt fence)			
Anticipated Start Date		Anticipated End Date	
Actual Start Date		Actual End Date	

Utility Installation (Installation & re-routing of utilities, Rough grading of site)			
Anticipated Start Date		Anticipated End Date	
Actual Start Date		Actual End Date	

Phase B – Surfacing & Fine Grading	Anticipated Start Date	Anticipated End Date
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Surfacing (Subgrade Prep, paving)			
Anticipated Start Date		Anticipated End Date	
Actual Start Date		Actual End Date	

Finish Grading (Backfill, finish grading, temporary seed stabilization)			
Anticipated Start Date		Anticipated End Date	

Phase C - Final Stabilization	Anticipated Start Date	Anticipated End Date
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Final Stabilization (Temporary erosion control measures removed, final seeding done by others)			
Anticipated Start Date		Anticipated End Date	
Actual Start Date		Actual End Date	

Maintenance

1. All documents related to the storm water discharge permit shall be kept on site at all times and must be presented to the Iowa DNR or EPA upon request. This includes but is not limited to the Storm Water Pollution Prevention Plan, Notice of Intent, Proof of Publication, and project inspection diary.
2. This pollution prevention plan shall be revised as construction progresses to reflect current ownership, responsibilities, operations, and findings.
 - a. The plan will be revised due to any deficiencies in the plan or changes in conditions noted during an inspection, and the contractor will implement any and all revisions as soon as practical but no later than seven days after the inspection.

- b. Maintain record of major construction operations start and ending dates and operators responsible for the various phases.
 - c. The plan will be modified within 14 calendar days of a hazardous condition describing the release, the date of release, and the circumstances leading to the release. Steps to prevent the reoccurrence of such releases will be identified in a plan revision and implemented.
- 3. Maintain all temporary and permanent erosion control measures in good working order by cleaning, repairing, replacement and sediment removal throughout the permit period. Any necessary repairs will be initiated within 24 hours of report.
 - a. Built up sediment will be removed from sediment barrier (silt fence or filter sock) or the silt barrier replaced when it has reached 1/2 the height of the barrier.
 - b. Accumulation of earth, silt or debris on adjoining properties or streets will be minimized. Remove any accumulation of earth, silt or debris immediately and take remedial actions for prevention.
 - c. Minor spill of potentially hazardous materials will be cleaned up by removing and disposing of contaminated soils properly. Major spills shall be reported in accordance with 455B.386 code of Iowa with clean-up procedures dependent on the severity of the spill.

B. Inspections

- 1. The contractor will be responsible for selecting a “qualified” inspector to conduct the inspections. “Qualified” is defined as a person knowledgeable in the principles and practices of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity.
- 2. The project area and control devices will be inspected by the personnel assigned by the contractor every 7 calendar days. The findings and any actions taken as a result of this inspection shall be recorded in the project diary with a copy submitted weekly to the owner or owner’s representative during the project.
 - a. Inspect silt fence for depth of sediment, tears, fabric securely attached to posts, posts firmly in the ground, fabric firmly in the ground, and signs of undermining.
 - b. Inspect filter socks for depth of sediment, tears, posts firmly in ground, firm contact between sock and ground, and signs of flow under the sock.
 - c. Inspect inlet protection devices for level of sediment, bypassing of flows, and ensure that overflow device is not plugged.
 - d. Inspect storm outlets for signs of sediment from the site and erosion at the outlet.
 - e. Inspect adjoining property for signs of sediment from site.
 - f. Inspect construction entrance for sediment accumulation.

- g. Inspect street for track-out.
- h. Inspect seeding for bare spots, washouts and healthy growth.
- i. Inspect concrete washout area for depth of accumulated material, evidence of flows leaving the area and diversion of surface runoff away from the washout area.

C. Material Management

Site sources of pollution generated as a result of this work related to silts and sediment which may be transported as a result of a storm event are included as part of this SWPPP. However, this SWPPP provides conveyances for other (non-project related) operations. These other operations have storm water runoff, the regulation of which is beyond the control of this SWPPP.

1. Materials or substances expected to be present onsite during construction:

- a. Concrete
- b. Detergents
- c. Paints
- d. Tar
- e. Soil stabilization additives
- f. Fertilizers
- g. Petroleum based additives
- h. Cleaning solvents
- i. Wood
- j. Solids and construction wastes
- k. Pesticides
- l. Fuel
- m. Curing compounds
- n. Paint

(Contractor shall list additional materials not shown)

- o.
- p.
- q.
- r.

2. Material Management Practices - the following is a list of practices that will be used onsite to minimize the risk of spills or other accidental exposure of materials and substances to storm water runoff.

- a. Good Housekeeping
 - i. An effort will be made to store onsite only enough products required to complete the job.

- ii. All materials stored onsite will be kept in a neat, orderly manner and in their appropriate containers. If possible, products shall be kept under a roof or other enclosure.
- iii. Materials will be kept in their original containers with the original manufacturer's label.
- iv. Substances will not be mixed with one another unless recommended by the manufacturer.
- v. Whenever possible, all of a product will be used up before disposing of the container.
- vi. Manufacturer's recommendations for proper use and disposal will be followed.
- vii. The job site superintendent will be responsible for daily inspections to ensure proper use and disposal of materials.

b. Hazardous Products

- i. Products will be kept in their original containers with the original manufacturer's label.
- ii. The original labels and material safety data will be kept for each of the materials as they contain important product information.
- iii. Disposal of any excess product will be done in a manner that follows all manufacturers', federal, local and state recommended methods for proper disposal.

(Contractor shall list additional practices, as appropriate, used to prevent hazardous material discharge).

- iv.
- v.
- vi.
- vii.
- viii.
- ix.

Product Specific Practices - the following is a list of potential sources of pollution and specific practices to reduce pollutant discharges from materials or sources expected to be present during construction.

c. Petroleum Storage Tanks

- i. All onsite vehicles shall be inspected and monitored for leaks and receive preventative maintenance to reduce the chance of leakage.
- ii. Steps will be taken by the contractor to eliminate contamination from storage tanks from entering the soil. Any petroleum storage tanks kept onsite will be located with an impervious surface between the tank and the ground.

d. Fertilizers - shall be applied in minimal amounts as recommended by the manufacturer. It shall be worked into the soil as to minimize the contact with storm water discharge.

- e. Paints, paint solvents and cleaning solvents - Excess paints and solvents shall not be discharged into the storm sewer system. The contractor shall refer to the manufacturer's instructions and federal regulations on the proper disposal techniques.
- f. Concrete wastes
 - i. Concrete trucks will be allowed to washout or discharge excess concrete only in specifically designated areas which have been prepared to minimize contact between the concrete and storm water discharge from the site.
 - ii. The hardened product from the concrete washout areas will be disposed of as other non-hazardous waste materials or may be broken up and used on the site for other appropriate uses.
- g. Solid and construction wastes - All trash and construction debris shall be deposited into a dumpster that will be emptied as necessary. No construction waste materials will be buried on site. The dumpsters must be put in a location where contact with storm water discharge is minimized.

(Contractor shall list additional potential sources of pollution and practices to reduce pollutant discharge

- h.
- i.
- j.
- k.
- l.

3. Hazardous Substance Spill Prevention and Response

- a. The contractor is responsible for training all personnel in the proper handling and cleanup of spilled materials. No spilled hazardous materials or wastes will be allowed to come into contact with storm water discharges. If contact does occur, the storm water discharge will be contained on site until appropriate measures in compliance with all Federal, state, and local regulations are followed to dispose of the hazardous substance.
- b. In addition to Good Housekeeping and material management practices, the following practices shall be done to minimize the potential for hazardous materials spills and to reduce the risk of the spill coming in contact with storm water.
 - i. Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.
 - ii. Material and equipment necessary for spill control, containment and cleanup will be provided onsite in a material storage area. Equipment and materials will include but not be limited to brooms,

- dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust and plastic and meal trash containers.
- c. In the event of a spill, the following procedures will be followed:
 - i. All spills will be cleaned up immediately following discovery.
 - ii. The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substance.
 - iii. Spill of toxic or hazardous material will be reported to the appropriate state or local government agency and to the project manager and engineer, regardless of the size of the spill.
 - d. In the event the construction site has a release of a hazardous substance of oil in an amount which exceeds a reportable quantity (RQ) as defined at 40 CFR Part 110, 40 CFR Part 117, or 40 CFR Part 302, then the permittee shall:
 - i. Person in charge of the site at the time of the spill shall call the EPA National Response Center to report the spill (800-424-8802, or 202-426-2675).
 - ii. Modify the Pollution Prevention Plan accordingly within 14 days of the spill, including the items mentioned below.
 - iii. Within 14 days of the release, submit a written description of the release including: a description of the release, type of material, estimated amount of spill, date of release, explanation of why the spill happened, and a description of the steps taken to prevent and control future releases.

PART 4: FINAL STABILIZATION/DISCONTINUATION

A. Final Stabilization/Discontinuation

- 1. The storm water discharge from a construction activity is no longer considered to be a discharge subject to the storm water permit requirements when final stabilization has been reached and temporary erosion and sediment controls have been or will be removed. A permittee must submit a Notice of Discontinuation (NOD) to inform the IDNR that storm water discharge for the site will no longer need to be covered by the general permit.
- 2. “Final Stabilization” - the point at which all soil disturbing activities are complete, and a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established or equivalent permanent stabilization measures have been employed.

3. Notice of Discontinuation should be mailed to the following address:

Storm Water Coordinator
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, Iowa 50319-0034

4. All plans, inspection reports and other related documents must be retained for a period of three years after project completion. The contractor shall retain a record copy and provide the original documents to the owner upon issuance of the NOD.

PART 5: CERTIFICATION

A. Storm Water Pollution Prevention Plan Certification

1. This project is subject to section 402(b) of the Clean Water Act and IAC 455 B.174 Subrule 567-64.4 (projects disturbing one or more total acres) and requires inclusion in the National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 of individual NPDES Permit for storm water discharge associated with industrial activity for construction activities.
2. The owner and prime contractor must sign the following certification statements. By doing so, the prime contractor becomes co-permittee with the owner and other co-permittee contractors. The prime contractor must identify which contracting entity will be responsible for each portion of the pollution prevention plan and maintain the site in compliance with the plan and NPDES Permit. The certification must be signed in accordance with the signatory requirements found in the general permit: i.e., principal executive officer, vice president, general partner, proprietor, elected official, and will be incorporated into the pollution prevention plan.
3. All subcontractors, including short-term contractors and subcontractors must sign the appropriate certification statement before conducting any work at the site. The Certification must be signed in accordance with the signatory requirements found in the general permit: i.e., principal executive officer, vice president, general partner, proprietor, elected official, and will be incorporated into the pollution prevention plan.
4. Upon signing the certification, the contractor or subcontractor becomes a co-permittee with the owner and other co-permittee contractors. In signing the plan, the authorizing representative certifies that the information is true and assumes liability for the plan and its implementation. Note that Section 309 of the Clean Water Act provides for significant penalties where information is false or the permittee violates, either knowingly or negligently, the permit requirements.

Owner's Certification
for
NPDES General Permit No. 2 "Storm Water Discharge
Associated with Industrial Activity for Construction Activities"

Project: Reisner Substation Grading

Location North Millards Lane

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature _____

Printed Name Adam Dickinson

Title Electric Utility Supervisor

Company The City of Webster City Municipal Utilities

Address 400 Second Street

Webster City, IA 50595

Telephone (515) 832-9159

Date of Certification _____

Contractor's Certification
for
NPDES General Permit No. 2 "Storm Water Discharge
Associated with Industrial Activity for Construction Activities"

Project: Reisner Substation Grading

Location North Millards Lane

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

Signature _____

Printed Name _____

Title _____

Company _____

Address _____

Telephone _____

Date of Certification _____

PART 6: STANDARD PERMIT CONDITIONS

A. Duty to Comply

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Code of Iowa and the Clean Water Act and is grounds for enforcement action; for termination of coverage under this general permit; or, for denial of a request for coverage under a reissued general permit.
2. Toxic Pollutants. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act (CWA) for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

B. Continuation of the Expired General Permit. This permit expires on October 1, 2017. An expired general permit continues in force until replaced by adoption of a new general permit.

C. Need to Halt or Reduce Activity Not a Defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to Mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. Duty to Provide Information. The permittee shall furnish to the Department, within three hours, any information which the Department may request to determine compliance with this permit. The permittee shall also furnish to the Department upon request copies of records required to be kept by this permit.

F. Other Information. When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Department, he or she shall promptly submit such facts or information.

G. Signatory Requirements. All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Department or the operator of a municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed in accordance with rule 567--64.3(8) of the Iowa Administrative Code as follows:

64.3(8) *Identity of signatories of operation permit applications.* The person who signs the application for an operation permit shall be:

- a. *Corporations.* In the case of corporations, a principal executive officer of at least the

level of vice-president.

- b. *Partnerships*. In the case off a partnership, a general partner.
- c. *Sole proprietorships*. In the case of a sole proprietorship, the proprietor.
- d. *Public facilities*. In the case of a municipal, state, or other public facility, by either the principal executive officer, or the ranking elected official.
- e. *Storm water discharge associated with industrial activity from construction activity*. In the case of a storm water discharge associated with industrial activity from construction as identified in 40 CFR 122.26(b)(14)(x), either the owner of the site or the general contractor.

The person who signs NPDES reports shall be the same, except that in the case of a corporation or a public body, monitoring reports required under the terms of the permit may be submitted by the person who is responsible for the overall operation of the facility from which the discharge originated.

- H. Certification. Any person signing documents under paragraph VI.G. shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- I. Oil and Hazardous Substance Liability. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the Clean Water Act.
- J. Property Rights. The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- K. Severability. The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

- L. Transfers. This permit is not transferable to any person except after notice to the Department. The Department may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C.
- M. Proper Operation and Maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of this permit.
- N. Inspection and Entry. The permittee shall allow the Department or an authorized representative of EPA, the State, or, in the case of a facility which discharges through a municipal separate storm sewer, an authorized representative of the municipal operator or the separate storm sewer receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:
1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
 2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit; and,
 3. Inspect at reasonable times any facilities or equipment (including monitoring and control equipment).
- O. Permit Actions. Coverage under this permit may be terminated for cause. The filing of a request by the permittee for a permit discontinuance, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.
- P. Environmental Laws. No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.

PART 7: REOPENER CLAUSE

If there is evidence indicating potential or realized impacts or water quality due to any storm water discharge associated with industrial activity for construction activities covered by this permit, the owner or operator of such discharge may be required to obtain individual permit in accordance with Part I.C of this permit.

PART 8: DEFINITIONS

"Best Management Practices" ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of

waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Construction site" means a site or common plan of development or sale on which construction activity, including clearing, grading and excavating, results in soil disturbance. A construction site is considered one site if all areas of the site are contiguous with one another and one entity owns all areas of the site.

"CWA" or "Clean Water Act" means the Federal Water Pollution Control Act.

"Dedicated portable asphalt plant" means a portable asphalt plant that is located on or contiguous to a construction site and that provides asphalt only to the construction site that the plant is located on or adjacent to.

"Dedicated portable concrete plant" means a portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site that the plant is located on or adjacent to.

"Dedicated sand or gravel operation" means an operation that produces sand and/or gravel for a single construction project.

"Department" means the Iowa Department of Natural Resources.

"Final Stabilization" means that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% for the area has been established or equivalent stabilization measures have been employed or which has been returned to agricultural production.

"Hazardous condition" means any situation involving the actual, imminent, or probable spillage, leakage, or release of a hazardous substance on to the land, into a water of the state, or into the atmosphere, which creates an immediate or potential danger to the public health or safety or to the environment. 455B.381(2) 1991, Code of Iowa

"Hazardous substance" means any substance or mixture of substances that presents a danger to the public health or safety and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that, in confinement, generates pressure through decomposition, heat, or other means. The following are examples of substances which, in sufficient quantity may be hazardous: acids; alkalis; explosives; fertilizers; heavy metals such as chromium, arsenic, mercury, lead and cadmium; industrial chemicals; paint thinners; paints; pesticides; petroleum products; poisons, radioactive materials; sludges; and organic solvents.

"Hazardous substances" may include any hazardous waste identified or listed by the administrator of the United State Environmental Protection Agency under the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under section 307 of the federal Water Pollution Control Act as amended to January 1, 1977, or any hazardous substance designated under section 311 of the federal Water

Pollution Control Act as amended to January 1, 1977, or any hazardous material designated by the secretary of transportation under the Hazardous Materials Transportation Act (49 CFR 172.101). 455B.381(1), 1991 Code of Iowa

"Municipality" means a city, town, borough, county, parish, district, association, or other public body created by or under State law.

"NOI" means Notice of Intent to be covered by this permit (see Part II of this permit.)

"Outstanding Iowa Waters" means those waters which constitute an outstanding state resource such as waters of exceptional recreational or ecological significance. These waters are identified in Appendix B of the Iowa Antidegradation Implementation Procedure manual.

"Outstanding National Resource Waters" means those waters which constitute an outstanding national resource such as waters of national and state parks and wildlife refuges and also waters of exceptional recreational or ecological significance. These waters are identified in Appendix B of the Iowa Antidegradation Implementation Procedure manual.

"Permittee" means the owner of the facility or site.

"Qualified personnel" means those individuals capable enough and knowledgeable enough to perform the required functions adequately well to ensure compliance with the relevant permit conditions and requirements of the Iowa Administrative Code.

"Runoff coefficient" means the fraction of total rainfall that will appear at the conveyance as runoff.

"Storm Water" means storm water runoff, snow melt runoff, and surface runoff and drainage.

"Storm water discharge associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program under 40 CFR part 122. For the categories of industries identified in paragraphs (i) through (x) of this definition, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR part 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water.

For the categories of industries identified in paragraph (xi) of this definition, the term includes only storm water discharges from all the areas (except access roads and rail lines) that are listed

in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by- products, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product, or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federally, State, or municipally owned or operated that meet the description of the facilities listed in these paragraphs (i)-(xi) of the definition) include those facilities designated under 40 CFR 122.26(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this definition;

- i. Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (xi) of this definition);
- ii. Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, 373;
- iii. Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 CFR 434.11(1) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations which have been released from applicable State or Federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations; (inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/operator; inactive mining sites do not include sites where mining claims are being maintained prior to disturbances associated with the extraction, beneficiation, or processing of mined materials, nor sites where minimal activities are undertaken for the sole purpose of maintaining a mining claim);
- iv. Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;

- v. Landfills, land application sites, and open dumps that receive or have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- vi. facilities involved in the recycling of materials, including metal scrap yards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093;
- vii. Steam electric power generating facilities, including coal handling sites;
- viii. Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-4225), 43, 44, 45 and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under paragraphs (i)-(vii) or (ix)-(xi) of this definition are associated with industrial activity;
- ix. Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;
- x. Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale;
- xi. Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, 4221-4225, (and which are not otherwise included within categories (ii)-(x));

"Storm water discharge associated with industrial activity for construction activities" means activities that fall under subparagraph (x) in the definition of storm water discharge associated with industrial activity.

"***Topsoil***" means the fertile, uppermost part of the soil containing significant organic matter largely devoid of debris and rocks and often disturbed in cultivation.

"***Uncontaminated groundwater***" means water that is potable for humans, meets the narrative water quality standards in subrule 567-61.3(2) of the Iowa Administrative Code, contains no more than half the listed concentration of any pollutants in subrule 567-61.3(3) of the IAC, has a pH of 6.5-9.0 and is located in soil or rock strata.

APPENDIX A
NOTICE OF INTENT



IOWA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION
**NOTICE OF INTENT FOR NPDES COVERAGE UNDER
GENERAL PERMIT**

CASHIER'S USE ONLY
0253-542-SW08-0581

Name

No. 1 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY"

or

No. 2 FOR "STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES"

or

No. 3 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR ASPHALT PLANTS, CONCRETE BATCH PLANTS, ROCK CRUSHING PLANTS, AND CONSTRUCTION SAND AND GRAVEL FACILITIES."

PERMIT INFORMATION

Has this storm water discharge been previously permitted? ☐ Yes ☒ No

If yes, please list authorization number _____

Under what General Permit are you applying for coverage?

General Permit No. 1 ☐ General Permit No. 2 ☒ General Permit No. 3 ☐

PERMIT FEE OPTIONS

For coverage under the NPDES General Permit the following fees apply:

- ☐ Annual Permit Fee \$175 (per year) Maximum coverage is one year.
☒ 3-year Permit Fee \$350 Maximum coverage is three years.
☐ 4-year Permit Fee \$525 Maximum coverage is four years.
☐ 5-year Permit Fee \$700 Maximum coverage is five years.

Checks should be made payable to: Iowa Department of Natural Resources.

FACILITY OR PROJECT INFORMATION

Enter the name and full address/location (not mailing address) of the facility or project for which permit coverage is requested.

NAME: Reisner Substation Grading		STREET ADDRESS OF SITE: North Millards Lane	
CITY: Webster City	COUNTY: Hamilton	STATE: IA	ZIP CODE: 50595

CONTACT INFORMATION

Give name, mailing address and telephone number of a contact person (Attach additional information on separate pages as needed). This will be the address to which all correspondence will be sent and to which all questions regarding your application and compliance with the permit will be directed.

NAME: Adam Dickinson		ADDRESS: 400 Second Street	
CITY: Webster City	STATE: IA	ZIP CODE: 50595	TELEPHONE (515) 832-9159
Check the appropriate box to indicate the legal status of the operator of the facility. <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Other (specify) _____			

SIC CODE (General Permit No. 1 & 3 Applicants Only)

SIC code refers to Standard Industrial Classification code number used to classify establishments by type of economic activity.

FACILITY LOCATION OR LOCATION OF CONSTRUCTION SITE

Give the location by ¼ section, section, township, range, (e.g., NW, 7, T78N, R3W).

1/4 SECTION	SECTION	TOWNSHIP	RANGE
SE	7	88	25

MAIL TO: STORM WATER COORDINATOR IOWA DEPARTMENT OF NATURAL RESOURCES 502 E 9 TH ST DES MOINES IA 50319-0034
--

OWNER INFORMATION

Enter the name and full address of the owner of the facility.

NAME: Webster City Municipal Utilities		ADDRESS: 400 Second Street	
CITY: Webster City	STATE: IA	ZIP CODE: 50595	TELEPHONE: (515) 832-9159

OUTFALL INFORMATION

Discharge start date, i.e., when did/will the site begin operation or 10/1/92, whichever is later: <u>April 2024</u>	
Is any storm water monitoring information available describing the concentration of pollutants in storm water discharges? <div style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	
NOTE: Do not attach any storm water monitoring information with the application.	
Receiving water(s) to the first uniquely named waterway in Iowa (e.g., road ditch to unnamed tributary to Mud Creek to South Skunk River): City Road ditch to natural drainage way eventually to Boone River.	
Compliance With The Following Conditions:	Yes No
Has the Storm Water Pollution Prevention Plan been developed prior to the submittal of this Notice of Intent and does the plan meet the requirements of the applicable General Permit? (do not submit the SWPPP with the application)	<input checked="" type="checkbox"/> <input type="checkbox"/>
Will the Storm Water Pollution Prevention Plan comply with approved State (Section 161A.64, Code of Iowa) or local sediment and erosion plans? (for General Permit 2 only)	<input checked="" type="checkbox"/> <input type="checkbox"/>
Has a public notice been published for at least one day, in the newspaper with the largest circulation in the area where the discharge is located, and is the proof of notice attached? (new applications only)	<input checked="" type="checkbox"/> <input type="checkbox"/>

GENERAL PERMIT NO. 2 AND GENERAL PERMIT NO. 3 APPLICANTS COMPLETE THIS SECTION.

Description of Project (describe in one sentence what is being constructed): Site Grading work for the construction of an electrical substation.
For General Permit No. 3 - Is this facility to be moved this year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Number of Acres of Disturbed Soil: <u>3.03</u> (Construction Activities Only)
Estimated Timetable For Activities / Projects, i.e., approximately when did/will the project begin and end: April 2024 to December 2025

CERTIFICATION – ALL APPLICATIONS MUST BE SIGNED

Only the following individuals may sign the certification: owner of site, principal executive officer of at least the level of vice-president of the company owning the site, a general partner of the company owning the site, principal executive officer or ranking elected official of the public entity owning the site, any of the above of the general contracting company for construction sites.

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified people properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, this information is to the best of my knowledge and belief, true, accurate, and complete. I further certify that the terms and conditions of the general permit will be met. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.	
NAME: (print or type) Adam Dickinson	TITLE AND COMPANY NAME OF SIGNATORY: Electric Utility Supervisor, Webster City Utilities
SIGNATURE:	DATE:

APPENDIX B
INSPECTION REPORTS

EROSION CONTROL SITE INSPECTION REPORT

PROJECT: Reisner Substation Grading **DATE:** _____

FILE NO: 428403 **TIME:** _____

CONTRACTOR: _____ **OWNER:** Webster City Utilities

LOCATION: _____

WEATHER: _____

INSPECTION TYPE: Scheduled / After Weather Event / Follow-Up / Complaint / Other _____

DAYS SINCE LAST RAINFALL _____ **Amount of Last Rainfall** _____

No.		Yes	No	Not Applicable
1.	Erosion control practices in place and functioning? (mulch, seeding, blankets)			
2.	Sediment traps, barriers and basins clean and functioning properly?			
3.	Sediment controls in place at site perimeter and storm drain inlets?			
4.	Discharge points free of any noticeable pollutant discharges?			
5.	Sediment, mud and debris being cleaned from public roads?			
6.	Are there adequate provisions to prevent mud tracking off site?			
7.	Is there evidence that sediment is leaving the site and onto adjacent properties?			
8.	Are utility trenches being backfilled properly, tamped and seeded immediately?			
9.	All exposed slopes protected from erosion through acceptable soil stabilization practices?			
10.	Temporary stockpiles or construction materials located in approved areas and protected from erosion?			
11.	Is the site seeded and mulched or blanketed?			
12.	Do any seeded areas require maintenance, fertilization, reseeding or weed control?			
13.	Are dust control measures appropriately implemented?			

No.		Yes	No	Not Applicable
14.	Material handling and storage, and equipment storage and maintenance areas clean and free of spills and leaks?			
15.	On-site traffic routes, parking and storage restricted to designated areas?			
16.	Do any structural measures require repair or clean-out to maintain adequate function?			
17.	Are ALL erosion control devices in place and functioning in accordance with the site's erosion control plan?			

PROBLEMS IDENTIFIED/ACTION TAKEN:

OBSERVATIONS/COMMENTS:

Inspection Report Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

INSPECTOR'S NAME: _____

COMPANY: _____

COPIES TO:

APPENDIX C
NOTICE OF DISCONTINUATION

Notice of Discontinuation

OF A STORM WATER DISCHARGE COVERED UNDER IOWA NPDES GENERAL PERMIT NO. 2 FOR CONSTRUCTION ACTIVITIES

Name of the owner or facility to which the storm water discharge general permit coverage was issued.

County: _____

List the complete permit authorization number for the discharge. This number is provided on the bottom of the authorization sheet.

IA- _____ --- _____

List the date the construction site reached final stabilization as defined on the back of this form.

The following certification must be signed in accordance with the signatory requirements of the general permit (see back side).

I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time. I understand that by submitting this Notice of Discontinuation, I am no longer authorized to discharge storm water associated with industrial activity for construction activities by Iowa Department of Natural Resources NPDES General Permit No. 2 and that discharging pollutants from storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by an NPDES permit.

I further certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Name (print)	Title
Signature	Date

Return to: Storm Water Coordinator
 Department of Natural Resources
 502 E. 9th Street
 Des Moines, IA 50319-0034

Final Stabilization means that all soil disturbing activities at the site have been completed and that a uniform perennial vegetative cover for the area has been established or equivalent stabilization measures have been employed. All building must be completed before the project is considered finally stabilized.

SIGNATORY REQUIREMENTS All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Department or the operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed in accordance with rule 567--64.3(8) of the Iowa Administrative Code as follows:

64.3(8) *Identity of signatories of operation permit applications.* The person who signs the application for an operation permit shall be:

- a. *Corporations.* In the case of corporations, a principal executive officer of at least the level of vice-president.
- b. *Partnerships.* In the case of a partnership, a general partner.
- c. *Sole proprietorships.* In the case of a sole proprietorship, the proprietor.
- d. *Public facilities.* In the case of a municipal, state, or other public facility, by either the principal executive officer, or the ranking elected official.
- e. *Storm water discharge associated with construction activity.* In the case of a storm water discharge associated with industrial activity from construction as identified in 40 CFR 122.26(b)(14)(x), either the owner of the site or the general contractor.

GEOTECHNICAL EXPLORATION REPORT



DECEMBER 22, 2023

PN 231247

GEOTECHNICAL EXPLORATION

**REISNER SUBSTATION
MILLARDS LN AND CLOSZ DRIVE
WEBSTER CITY, IOWA**

PERFORMED FOR

**DGR ENGINEERING
1302 SOUTH UNION STREET
ROCK RAPIDS, IA 51246**

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



December 22, 2023

DGR Engineering
1302 South Union Street
Rock Rapids, IA 51246
Attn: Mr. Ryan Kleinjan, P.E.

RE: Geotechnical Exploration
Reisner Substation
Millards Ln and Closz Drive
Webster City, Iowa
PN 231247

Dear Mr. Kleinjan:

As authorized by you, Allender Butzke Engineers Inc. (ABE) has completed the geotechnical exploration for the above referenced project. The geotechnical exploration was conducted to evaluate physical characteristics of subsurface conditions with respect to design and construction of this project. The enclosed report summarizes the project characteristics as we understand them, presents the findings of the borings and laboratory tests, discusses the observed subsurface conditions, and provides geotechnical engineering recommendations for this project.

We appreciate the opportunity to provide our geotechnical engineering services for this project. If you have any questions or need further assistance, please contact us at your convenience. We are also staffed and equipped to provide construction testing and inspection services on this project as well as environmental site assessments.

Respectfully submitted,
ALLENDER BUTZKE ENGINEERS INC.

Seth Hansen, P.E.
Project Engineer

Matt Drummond, P.E.
Principal Engineer

	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.	
		12-22-23
	Seth A. Hansen, P.E.	License Number 26401 Date
	My license renewal date is December 31, 2023.	
Pages covered by this seal: <u> All Pages </u> .		

1 PC and Email Above

GEOTECHNICAL EXPLORATION

REISNER SUBSTATION MILLARDS LN AND CLOSZ DRIVE WEBSTER CITY, IOWA

PN 231247

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GEOTECHNICAL EXPLORATION

REISNER SUBSTATION MILLARDS LN AND CLOSZ DRIVE WEBSTER CITY, IOWA

PN 231247

December 22, 2023

PROJECT INFORMATION

The City of Webster City with design assistance from DGR Engineering is planning the design of a new substation near Millards Lane and Closz Drive. The following Figure No. 1 prepared by DGR Engineering depicts the conceptual site layout.

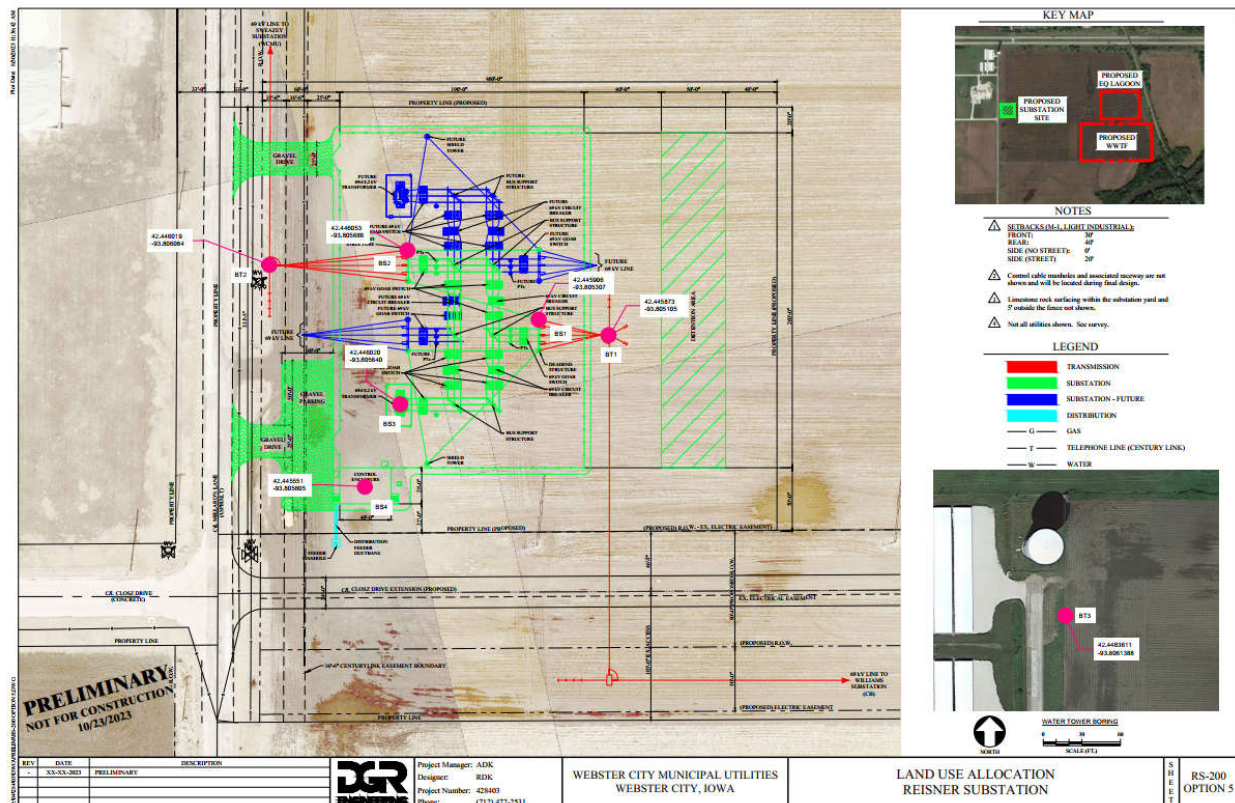


Figure No. 1 – Reisner Substation Conceptual Layout (DGR Engineering)

The following project information has been provided by DGR Engineering. The substation will include dead end structures, shield wire masts, transformers, control buildings, and switchgear enclosures. DGR Engineering has indicated that all structures at the site will be supported on

drilled shafts. Structural steel floor slabs for the Switchgear enclosures and control buildings will be also be supported on drilled shafts. Anticipated axial load on the drilled shafts at the transformer is 140 kip (including an increase for group load factor) whereas other structures will be subject to primarily lateral loads. Typical axial loads for the control buildings and switchgear enclosures will be 20 kips.

We assume final grades for the substation pad will be established 2 to 4 feet above existing grades or near elevation 1,066 feet. We assume the top of the drilled shafts will be near the final substation pad elevation. Based on the existing grades of our borings we assume fill depths of 2 to 4 feet or less will be required to achieve final grades. Deeper cut depths on the order of 10 to 15 feet may be required in the detention basin east of the substation structures. We assume soils excavated from the detention basin will be used for borrow. We request the opportunity to review the final grading plan, once available, to ensure our recommendations match plans for construction.

FIELD EXPLORATION

Seven borings were conducted at this site to depths of 30 and 43 feet below existing grades on October 27 and 30, 2023. Approximate locations of test borings are shown on the enclosed Site Plan and were located and staked at the site by Bolton & Menk prior to field exploration. The location of boring BT-3 was offset from the staked location to avoid buried utilities. The boring surface elevations, indicated on the enclosed Boring Logs, were provided by Bolton & Menk. The boring surface elevation of boring BT-3, indicated on the enclosed Boring Logs, was determined by ABE using GPS survey equipment and was Iowa Real-Time Network (RTN) derived. Methods of drilling, sampling, standard laboratory testing, and classifying of subsurface materials are discussed in the Boring Log Description/Legend pages of the Appendix.

SUBSURFACE CONDITIONS

Site Geology

This project site is located within a geomorphic region known as the “Des Moines Glacial Lobe.” The Wisconsin glacier was the last glacier to advance into north central Iowa. The brown to brown-gray Wisconsin glacial till present near the surface and deposited as the glacier retreated, typically consists of sandy lean clay with random zones of high sand and silt content. Fine grained deposits of very dark gray locally derived alluvium are commonly encountered at the surface in isolated upland depressions. The deeper dark gray Wisconsin glacial till, deposited as the glacier advanced, consists of a more homogeneous mixture of sand, silt and clay. It is not

uncommon to encounter relatively thick sand layers, termed glacial outwash deposits, within the glacial till formation as well as random cobbles and boulders. The overburden soils are underlain by the Mississippian bedrock system consisting of dolomite, limestone, and sandstone.

Detailed descriptions of soils encountered by this exploration are provided on the Boring Logs enclosed in the Appendix. The Profile of Borings (Plate A-1) presented in the Appendix depicts the relative deposit elevations in the borings. Following is a discussion of the subsurface materials encountered in the borings. Unless otherwise indicated, the depths of soil stratum and groundwater levels are referenced from below existing grade at the individual boring locations at the time of drilling.

In general the borings encountered natural soils consisting predominately of sandy lean clay (CL) Wisconsinan glacial till and glacial outwash (sand) soils typical to this area of Iowa. The upper 1 to 2 feet consisted of sandy lean clay (CL) or lean to fat clay (CL-CH) topsoil. Below the topsoil the upper 8 to 10 feet of the Wisconsinan glacial till is medium stiff to stiff, moist to very moist and consists of more variable deposits of sand, silts, and clay. Below depths of 8 to 10 feet the dark gray sandy lean clay (CL) Wisconsinan glacial till is less variable, moist, and stiff to very stiff. As is common in glacial deposits, sand seams and/or thicker glacial outwash sand layers were encountered in borings at various depths and thicknesses. Saturated sand soils present in the upper 10 to 15 feet tended to be very loose to loose while the deeper sand layers tended to be medium dense to dense. The overburden soils were underlain by hard limestone encountered between depths of 36 and 40.5 feet in 3 out of the 7 borings.

Groundwater Level Observations

The borings were monitored during and shortly after drilling operations to detect moisture seepage and groundwater accumulation. The results of our groundwater level observations are noted on the Boring Logs enclosed in the Appendix.

During drilling operations, moisture seepage or saturated sand was noted between depths of 5 and 11 feet in all borings. Shortly after the completion of drilling operations, groundwater accumulation was observed between depths of 5 and 13 feet in all borings. After a period of approximately 24 hours, groundwater accumulation was observed near respective depths of 4.5 and 5 feet in boring BT-2 and BS-2. The majority of Iowa has experienced a nearly 12-month period of below normal precipitation which has likely caused lower than normal water levels at this site. These short-term water levels are not necessarily a true indication of the groundwater table. Long-term observations would be necessary to accurately define the groundwater variations at this site.

Brown-gray coloring of the Wisconsin glacial till is an indication of past fluctuations of the groundwater in this zone. Furthermore, local alluvium soils typically develop under high seasonal groundwater levels at or near the surface. Therefore, we interpret that past seasonal high groundwater tables have been near or above the surface in the isolated depressions and shallow drainageways across the site and near depths of 2 to 4 feet or deeper in the upland areas of the site. Fluctuation of groundwater levels can occur due to seasonal variations in the amount of rainfall, surface drainage, subsurface drainage, site topography, irrigation practices, and ground cover (pavement or vegetation).

ANALYSIS AND RECOMMENDATIONS

Site Preparation and Grading

Based on the existing grades of our borings we assume fill depths of 2 to 4 feet or less will be required to achieve final grades. Deeper cut depths on the order of 10 to 15 feet may be required in the detention basin east of the substation structures. Prior to the placing of concrete floors or pavements on this site, or before any fill is placed, the organic and loose materials in addition to all vegetation must be stripped. We expect that a minimum stripping depth of 6 inches will be required. The stripping depths may vary due to localized variations in vegetation cover and subgrade stability. Deeper stripping on the order of 1 to 2 feet may be required to remove accumulated sediments in low-lying areas of the site. The strippings could be used for landscaping purposes in non-critical areas where support for foundations, floor slabs, and pavements is not required. The subgrade should then be proof-rolled to delineate zones of soft soils present near the surface which may require additional removal or compaction.

We recommend that low plasticity cohesive (Liquid Limit of 45 or less and Plasticity Index of 23 or less) or cohesionless soils, free of rubble and organics, be used as compacted fill. Inorganic existing soil such as the sandy lean clay (CL) Wisconsin glacial till and glacial outwash sands (SP, SP-SM, SC, SM) would be suitable soil types for general fill applications. Inorganic portions of the lean to fat clay (CL-CH) topsoil are moderately expansive and should not be placed within 2 feet of movement sensitive structures.

The following Table A lists recommended minimum compaction requirements for cohesive and cohesionless fill materials in specific applications. For cohesive soils, moisture contents within a range of -1 to +4 percent of the material's optimum moisture content are

necessary to achieve the desired fill qualities. Soil compacted closer to its optimum moisture content will exhibit greater stability under repeated construction traffic.

TABLE A
RECOMMENDED DEGREE OF COMPACTION GUIDELINES

Construction Application	Standard Proctor (ASTM D698) Cohesive Soil	Standard Proctor (ASTM D698) Cohesionless Soil	*Relative Density (D4253 & D4254) Cohesionless Soil
Class 1	95%	98%	70%
Class 2	90%	93%	45%
Class 3	85%	88%	20%

Class 1 - Subgrade for building foundations, slabs-on-grade, pavements and other critical backfill areas.

Class 2 - Backfill adjacent to structures not supporting other structures - Minor subsidence possible.

Class 3 - Backfill in non-critical areas - Moderate subsidence possible.

*Use Relative Density technique (ASTM D4253 & D4254) where Standard Proctor technique (ASTM D698) does not result in a definable maximum dry density and optimum moisture content.

The on-site soils can be excavated utilizing conventional excavation equipment. Granular soils can generally be suitably compacted with vibratory compaction equipment whereas cohesive soils are more suitable for compaction with sheepsfoot or pneumatic type compactors. Care should be exercised in properly backfilling and compacting all trenches, especially utility trenches under or adjacent to the pavement. Loosely compacted or sand backfilled trenches can collect surface water and inadvertently direct it to the pavement subgrade and cause softening of the soil as well as increasing frost heave potential.

At the time of this geotechnical exploration, moisture contents of the Wisconsin glacial till deposits were generally near to slightly above the recommended moisture content range for compaction. Depending upon precipitation levels prior to and during construction, adjustment of soil moisture content may be required in order to lower or raise the moisture to within the recommended moisture content range. Controlled wetting and discing may be necessary to raise soil moisture content of dry soils. Discing and aeration is generally the most economical method to lower soil moisture content, if climatic conditions allow. Chemical modification (drying) of very moist soils with Class C fly ash, Portland cement, or quicklime can be accomplished if construction scheduling does not permit field drying. Common chemical modification methods

may not be reactive when temperatures are near or below 40° Fahrenheit if grading or fill placement at the site will be conducted during colder weather.

The contractor should be aware that very moist and soft lean clay (CL) portions of the Wisconsin glacial till and saturated sand (SP, SP-SM, SM, and SC) soils at the site are easily disturbed by construction traffic and may not provide adequate support for heavy construction equipment, especially in deeper cuts such as in the future detention area under repeated traffic loading. Therefore, low impact excavation methods, such as top loading with excavators may be required in deeper cut areas to reduce disturbance and deterioration of these softer soils. High construction traffic areas will require periodic repair of disturbed or loosened soils.

Excavation Stability and Dewatering

Boring information indicates shallow excavations at this site will encounter both cohesive and granular soils including random wet sand seams and glacial outwash layers within the Wisconsin glacial till. If excavations encounter only cohesive soils with no wet sand seams or layers, it is expected that the water seepage can be controlled by permitting it to drain into temporary construction sumps and be pumped outside the perimeter of the excavations. More extensive dewatering such as sand points and wells may be required for excavations which extend down into water bearing sand layers. We recommend that prior to excavating in saturated sand, water levels be maintained 2 feet or more below the bottom of excavations in saturated sand to prevent upward seepage forces which could reduce subgrade support.

The extent of bracing or sloping of open cut excavations will be dependent upon depth of cut, groundwater conditions, soils encountered, length of time the excavation will be open, area available for excavation and local governing regulations. Predominately cohesive soils may appear to stand nearly vertical in shallow excavations for short periods of time. However, soil creep, surcharge loads, precipitation, subsurface moisture seepage, construction activity vibrations and other factors may cause these soils to cave within an unpredictable period of time. Excavations encountering sand may tend to cave rapidly, especially if water is flowing through the sand. Unstable granular excavation walls may also cause surrounding cohesive soils to become unstable. Temporary shoring, flattening of the excavation slopes or use of trench boxes may be required to maintain a safe condition. Determining the appropriate OSHA classifications of the soil types encountered and implementing the required provisions for sloping, shoring, and bracing of excavations throughout the project during construction are the responsibility of the contractor per OSHA.

Shallow Foundation Design

In our opinion, newly placed engineered compacted fill and suitable natural soils can provide adequate support for the proposed structure. We recommend that continuous and isolated spread foundations bearing above approximately elevation 1054 feet be proportioned for a maximum net allowable soil bearing pressures of 2,000 pounds per square foot. Higher bearing pressures on the order of 3,000 to 4,000 pounds per square foot could be realized for footings bearing at or below elevation 1054 feet on very stiff Wisconsin glacial till. We estimate long-term total settlement due to structural loads will be less than 1 inch and differential settlement may be on the order of ½ of the total settlement when foundations bear on newly placed engineered compacted fill and suitable natural soils.

Depending on final structure location softer cohesive soils or loose sand may be encountered near foundation level such as was encountered in the upper 8 feet of boring BS1 in and in BS4 between depths of 3 and 6 feet. Raising existing grades such that spread foundations bear on 2 feet or more of new engineered compacted fill would reduce, but not necessarily eliminate, the necessity of over-excavation during construction. Assuming frost-depth footings bear approximately 4 feet below final grade, final grades near or above approximately elevation 1,069 feet would provide 2 feet or more separation between the foundation level and soft/very loose natural soils. Another option may be to design footings for a lower net allowable bearing pressure of 1,500 pounds per square foot may also reduce, but not necessarily eliminate the need for over-excavation during construction.

Continuous foundations should be adequately reinforced to limit deflections caused by non-uniform soil support characteristics. All exterior foundations and foundations in unheated areas should be placed a minimum of 3.5 feet below final grade to provide protection against frost penetration and reduce movements associated with changes in soil moisture content. The on-site cohesive soils and newly placed cohesive fill would be suitable for trench foundations while sand soils should be expected to cave. Footing excavations should be kept free of water accumulation to prevent softening of subgrade soils.

Observations and test probing of the foundation subgrade soils should be conducted by an ABE geotechnical engineer to determine that the soils are compatible with the design criteria. If zones of soft or otherwise unsuitable soils are encountered at foundation level, we recommend that footings be extended to bear on firmer soils or an over-excavation and compacted backfill procedure be implemented. Over-excavations should extend 9 inches laterally in each direction beyond the foundation edges for each foot of over-excavation depth.

Deep Foundation Design

Drilled Shaft Deep Foundations

In our opinion, a deep foundation system consisting of diameter drilled straight shafts embedded into the very stiff glacial till would provide reliable foundation support for the proposed structures. Drilled shafts will derive support from skin friction and end bearing within the Wisconsin glacial till (and/or glacial outwash) deposits. The following Table B provides recommendations for allowable skin friction and end bearing values for these two deep foundation systems. The values provided in Table B include consideration of variations in the soil conditions encountered at this site.

**TABLE B
DEEP FOUNDATION SOIL PARAMETERS**

Soil Type	Approximate Elevation (ft)	Skin Friction (psf)	End Bearing (psf)
Wisconsin Glacial Till and Glacial Outwash	Above 1054	300	NA
Wisconsin Glacial Till	Below 1054	800	8,000*

* Drilled shafts should not be terminated in the glacial outwash sand layers

**Assumes ACIP piles achieve auger refusal on limestone

As an example for this project, using the above parameters we calculate a 3 feet diameter drilled shaft with a length on the order of 30 feet, would have an allowable capacity on the order of 245 kips. These are example calculations, actual design of deep foundations will depend upon soil conditions, anticipated loads, and the configuration which will be most economical to construct.

Group reduction factors applied to the skin friction portions alone should be used for deep foundation members established closer than 3 times the pile diameter. Deep foundation groups with closer spacing should have the skin friction reduced (on the order of 15 to 20 percent) to account for group action. We would be available to review proposed ACIP pile spacing and provide specific group reduction recommendations if requested. End bearing is not reduced by group action. Uplift reactions due to overturning loads can be resisted by skin friction and buoyant weight of the foundation. For belled drilled shafts, the buoyant weight of the soil within a cylindrical area above the bell bottom area could be included to resist uplift. We recommend that skin friction values for uplift be limited to 75 percent of the compression skin friction values as

provided in Table B. Belled and straight drilled shafts should not be terminated in sand layers and skin friction should be ignored for a distance above the bottom of a belled shaft equal to the bell diameter.

Laterally Loaded Deep Foundations

Deep foundations will be subject to lateral loads in addition to vertical loads. There are several methods for evaluating the transfer of lateral loads to deep foundations. Depending upon the magnitude of lateral loads and the deflection tolerance of deep foundations, the widely accepted p-y method of analysis may be appropriate for this project to provide more accurate predictions of soil response to lateral loads. We understand the computer program L-Pile may be used to aid in laterally loaded pile design. Estimated properties for use in L-Pile of soil and bedrock materials encountered at this site are provided in the following Table C. The information provided in Table C may also be used if the Broms' method is used to calculate lateral resistance of soils.

**TABLE C
SOIL PARAMETERS FOR LATERALLY LOADED
DRILLED SHAFT DESIGN USING L-PILE**

Formation	Wisconsinan Glacial Till Above Elevation 1054 feet¹	Wisconsinan Glacial Till Below Elevation 1054 feet¹	Glacial Outwash Above Elevation 1054¹	Glacial Outwash Below Elevation 1054¹
Estimated Buoyant Unit Weight	63	73	53	63
Static Subgrade Modulus, k (pci)	500	1,000	20	60
Friction Angle, ϕ	N/A	N/A	29°	34°
Undrained Shear Strength, psf	1,000	3,000	N/A	N/A
Strain Factor, E₅₀	0.007	0.005	N/A	N/A

- 1) Boring BT3 conducted near the existing water tower north of the site encountered softer glacial till soils to near elevation 1048 feet. Therefore, the lower values provided for the Wisconsinan glacial till and glacial outwash should be applied above elevation 1048 feet and the higher values should be used below elevation 1048 feet.

General

The contractor should be aware of the soil and water conditions which will be encountered during drilled shaft installation. Caving of the on-site saturated sand should be expected. Therefore, temporary casing and/or slurry drilling methods will be required to complete drilled shaft excavations to the desired bearing levels. It is not uncommon to encounter occasional large rocks or boulders within the glacial till deposits that may require special excavation techniques, such as carbide tip core barrel, gadding, or hand excavation. Refusal encountered above the design depth could require a replacement pile. Deep foundation depths may require some adjustments in the field depending upon conditions encountered at time of construction.

Deep foundation depths may require adjustment in the field depending upon conditions at the time of construction. Hand cleaning of drilled shaft bottoms will not be required if the drilling tools are capable of removing soft or loose fragments to provide a plane bearing surface. The bottom should be sounded from ground level to verify removal of loose materials. Concrete should be placed as soon as possible after the drilled shaft excavation has been completed to the confirmed bearing level and the bearing surface has been cleared of loosened material. Concrete should not be placed in drilled shaft excavations without tremie where the depth of water exceeds several inches.

With deep foundations installed as previously described, we estimate long-term settlement due to structural loads will be less than one-half inch and differential settlement will be negligible. Installation of all deep foundations should be observed by a geotechnical representative from our firm to determine that design bearing conditions have been achieved, to note changes in the foundation materials, and observe construction procedures. We recommend that one or two axial load tests be performed at the site to confirm pile capacity. Piles should be load tested to a minimum of 200 percent of pile design capacity, preferably higher.

Floor Slab Support

Interior floor slabs can be adequately supported on a minimum of one foot of reworked inorganic low plasticity ($LL \leq 45$ and $PI \leq 23$) natural soils or new engineered compacted fill required to provide the desired final grades. Moderately expansive lean to fat clay (CL-CH) soils should not be present naturally or as fill within 2 feet of movement sensitive floor slabs. The floor slabs can be designed for a modulus of subgrade reaction value of 100 pounds per cubic inch when bearing on a minimum of one foot of prepared subgrade. Testing, observations and probing should be conducted during construction to delineate zones of soft soils which may require repair prior to concrete placement.

Floor Slab Moisture Considerations

American Concrete Institute Guide to Concrete Floor and Slab Construction (ACI 302.1R-15) indicates the use of a moisture vapor barrier or retarder should be considered below concrete slabs on grade with moisture sensitive floor coverings, when the slab-on-grade will support moisture-sensitive equipment, humidity-controlled environment, or climate controlled cooled environment.

The selection of moisture vapor retarders or vapor barriers and granular base materials and their location relative to the bottom of the floor slab oftentimes are a compromise between reducing water vapor movement through the slab, construction techniques, and providing the desired short-term and long-term concrete properties. Items to be considered are use of vapor-sensitive floor coverings/adhesive; humidity-controlled areas; and building and weather environment conditions prior to, during, and after the concrete floor placement.

A granular base should be compactable, trimmable, free-draining in some cases, and remain stable during concrete placement. Compacted crushed aggregate is preferable for this purpose as it usually remains stable under foot or equipment traffic, whereas alluvial derived fill sand does not remain stable and is not recommended. True vapor retarders and vapor barriers must be durable, puncture-resistant, sealable, and have respective water vapor transmission rates (WVTR) of 1.0 US Perm or less (retarder) and 0.01 US Perm or less (barrier). The concrete mix is an important factor since the placement, finish, and cure procedures can influence slab performance with respect to moisture vapor transmission rates. All of these considerations should be addressed in more detail with the owner, designer, engineer, and contractor to arrive at the appropriate design and construction solution for the specific floor application. The American Concrete Institute ACI Manual of Concrete Practice should be consulted for more detailed information on these items.

Lateral Earth Pressures

Walls constructed to retain soil should be designed to accommodate unbalanced lateral earth pressures. Estimated lateral earth pressures for cohesive and cohesionless (granular) backfill are presented in the following Table D. Active earth pressure design assumes that the wall can rotate and deflect at the top. If the wall is rigidly fixed, higher lateral earth pressures will develop against the wall and at-rest pressure parameters should be used for design. Increased earth pressures can also develop from restricted soil drainage, surcharge loads adjacent to the wall, and compaction of the adjacent backfill. Expansive materials (CH), either natural or backfill, should not be within 3 feet of below grade walls.

TABLE D
LATERAL EARTH PRESSURE PARAMETERS

Condition	Cohesive Soil (non-expansive clay)	Cohesionless Soil (Sand)	Cohesionless Soil (Crushed Rock)
Assumed Backfill Characteristics			
Approximate Total Density	130 pcf	120 pcf	130 pcf
Approximate Friction Angle	15° - 20°	30° - 35°	40° - 45°
Active Pressure Coefficient, K_a	0.5	0.3	0.2
At-Rest Pressure Coefficient, K_o	0.7	0.5	0.3
Passive Pressure Coefficient, K_p	2	3.3	5.2
Estimated Lateral Earth Pressure ¹ (Equivalent Fluid Pressures)			
Active – Drained	65 pcf	35 pcf	25 pcf
Active - Undrained ²	95 pcf	80 pcf	75 pcf
At-Rest – Drained	90 pcf	60 pcf	40 pcf
At-Rest - Undrained ²	110 pcf	90 pcf	85 pcf
Passive – Drained	260 pcf	400 pcf	670 pcf
Passive - Undrained ³	135 pcf	190 pcf	350 pcf

- 1) Assumes no safety factor, negligible wall friction, vertical wall, level backfill, zero surcharge loads and ignores cohesion shear strength.
- 2) Combined buoyant backfill unit weight and hydrostatic (water @ 62.4 pcf) loading.
- 3) Excludes hydrostatic loading.

A coefficient of sliding friction value of 0.3 may be used for Portland cement concrete on a cohesive subgrade. This ultimate value assumes no safety factor and design with this ultimate value should include a minimum factor of safety of 1.5.

Cohesionless (granular) backfill lateral earth pressure parameters may be used where granular backfill is installed behind the subsurface wall in accordance with the following Figure No. 2. The granular backfill should have a minimum width of 2 feet and be wide enough to accommodate the back slope limit line of 2:1 (vertical to horizontal) or flatter. The area between the required minimum zone of granular material and the actual limits of excavation may be backfilled with either cohesive or granular soils.

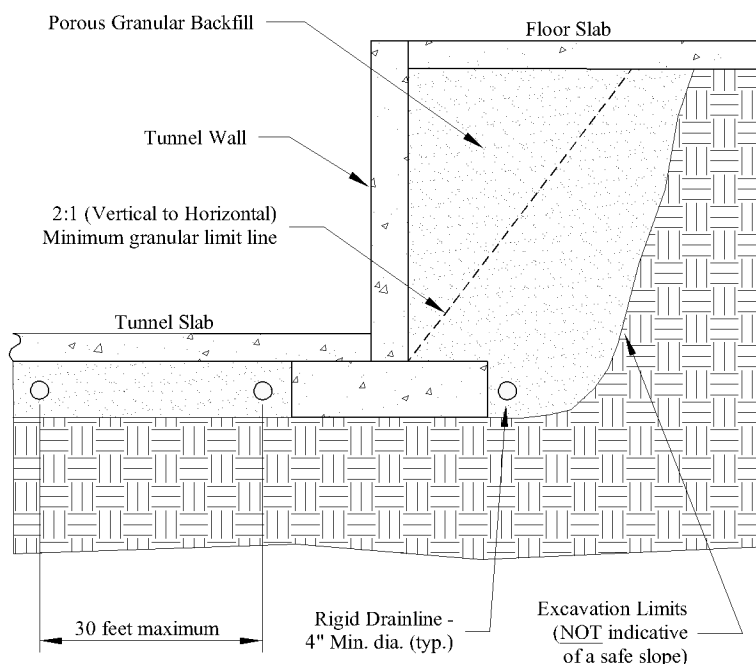


Figure No. 2 – Typical Lateral Earth Pressure Section for Below Grade Tunnels

All Weather Surface

Due to the overall size of this project, constructing a relatively level building pad will tend to collect surface water that will not sheet drain and will cause deterioration due to construction traffic. If it is desired to have an all-weather surface during construction, it may be necessary to place 6 inches or more of crushed rock or recycled concrete aggregate on the subgrade to provide a suitable working surface. The working surface may have to be repaired periodically in areas of higher traffic. The working surface should be kept low enough to accommodate placement of the floor granular subbase.

Water accumulation in the rock could soften the underlying cohesive subgrade. Water standing in the rock may seep into footing excavations and will need to be pumped out prior to footing construction. Subfloor drain lines could be installed below the granular working surface to drain and release trapped water and reduce possible softening of the underlying cohesive subgrade.

Frost Heave and Unheated Floor Slabs

Buildings unheated in the winter can subject the floor slab to frost heave. There are two common methods to reduce the potential for frost heave problems. One is to insulate the floor and foundations walls with horizontal and vertical rigid foam insulation board. The second option is to

place free draining granular fill under the floor for a minimum depth of 2 feet, or more, for greater protection. The granular zone should be drained to prevent pooling of water beneath floor slabs. If on-site expansive soils are encountered within 2 feet under the floor slab, the drained granular separation layer would also provide protection from slab movement.

Key elements contributing to frost heave including freezing temperatures, available water, and fine-grained frost susceptible soils are generally present at sites in Iowa. As a result, frost heave problems are generally common (and most noticeable) in pavements or sidewalks adjacent to non-frost susceptible elements such as manholes, light poles, and exterior doors or frost protected stoops. Frost heave can cause pavement cracks to develop parallel to and several feet from curbs. This generally occurs where cleared paved areas exposed to freezing temperatures heave more than adjoining paved areas insulated by piled snow. Sometimes it is not readily apparent why frost heave problems occur at one location and not at another seemingly similar location.

While it is appropriate to implement measures to reduce frost heave such as insulation, replacing frost susceptible soils with less frost susceptible soils, void forms, sealing cracks/joints to reduce surface water infiltration, or drainage improvements (surface and subsurface), these measures may simply move the frost heave problem to a different location where preventative measures have not been implemented. Having a smooth transition between heaved and non-heaved areas is desirable but may be difficult and/or costly to accomplish. We are available to meet with you to discuss options for your consideration to reduce frost heave potential on this project.

GENERAL

The analyses and recommendations in this report are based in part upon the data obtained from the soil borings performed at the indicated locations and from any other information discussed in this report. This report does not reflect any variations which may occur between borings or across the site. The nature and extent of such variations may not become evident until construction. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report.

It is recommended that the geotechnical engineer be provided the opportunity to review the plans and specifications so that comments can be made regarding the interpretation and implementation of our geotechnical recommendations in the design and specifications. It is further recommended that the geotechnical engineer be retained for testing and observation during earthwork and foundation construction phases to help determine that the design requirements are fulfilled.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranty, expressed or implied, is made. In the event that any changes in the nature, design or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed, and the conclusions of this report modified or verified in writing by the geotechnical engineer.

The scope of our service was not intended to include any environmental assessment or exploration for the presence of hazardous or toxic materials in the soil, surface water, groundwater, or air on, below or adjacent to this site.

APPENDIX

BORING LOG DESCRIPTION/LEGEND

(page 1 of 3)

The material types encountered during the drilling operations were recorded on field logs. The profile represented on the Boring Log is based on final classification performed by a geotechnical engineer using the field logs, laboratory observation and testing. The material stratigraphy demarcation lines shown on the Boring Logs indicate changes in soil characteristics, however, actual soil changes or variations may occur as a gradual transition. Soil profile discussion, Log Boring information, water levels and recommendations presented in this report are based upon measured depths below ground levels existing at time of the field exploration, unless otherwise specified.

DRILLING AND SAMPLING

The borings were conducted with either a truck or all-terrain rotary drill rig using the drilling methods indicated on each Boring Log. Soil sampling and/or in-situ testing such as Shelby Tube (ST), split-spoon (SS), drive cone (DC), or core (C) was conducted at depth intervals which were selected in consideration of the characteristics of the proposed construction. Generally undisturbed soil samples are taken at 5 foot depth intervals or change in soil types. Disturbed soil samples from the auger, either jar size or bulk size samples, may be taken at intermediate intervals for the purpose of soil classification or laboratory testing. Borings conducted for soil classification only, will show no designation of sampling although disturbed sampling is performed. Soil samples obtained in the field were identified and sealed for transportation to the laboratory for performance of pertinent physical testing and engineering classification.

Drilling Methods

- CFA - Continuous Flight Auger: 4, 6, or 8-inch diameter (ASTM D1452).
- RD - Rotary Drilling: Using drilling fluid in cased or uncased boring (ASTM D2113).
- HSA - Hollow Stem Auger: 6 or 8-inch diameter, continuous flight auger remains in boring with soil removed from the hollow stem through which undisturbed sampling is conducted.
- HA - Hand Auger: 4-inch or less diameter.

Sample Types

- ST - Shelby Tube: Thin-walled tube samples of cohesive soils (ASTM D1587).
- SS - Split Spoon with 140 lb. manual hammer: Standard penetration test and split-barrel samples (ASTM D1586).
- SSA - Split Spoon with 140 lb. automatic hammer: Standard penetration test and split-barrel samples (ASTM D1586).
- DC - Drive Cone: Dynamic in-place testing of soil using a 2-inch diameter cone with a 60 degree point driven into the soil for continuous 1-foot intervals in the same manner as Split Spoon, no sample is obtained.
- C - Core: Sampling hard soil or bedrock with a diamond core barrel in a rotary drill boring (ASTM D2113).
- SPT - Standard Penetration Test: Number of blows required to drive sampler (split spoon or drive cone) into the soil with a 140-pound weight dropping a distance of 30-inches (ASTM D1586), number of blows recorded for each 6-inch interval in an 18-inch (or more) penetration depth, values shown are for each 6-inch interval (if series of number sets are shown) or a total of the last two 6-inch intervals (if only one number is shown) which is commonly referred to as "N" in blows per foot. High resistance is indicated by a high number of blows for a lesser penetration depth listed in inches.
- BS - Bulk Sample: Disturbed.
- CPT - Cone Penetration Test: Quasi-static in-place testing of soils using a 60 degree cone and friction sleeve which are steadily pushed into the soil and measure skin friction and end bearing (ASTM D3441).

STANDARD LABORATORY TESTING

Representative undisturbed soil samples obtained by the Shelby Tube sampler were tested for moisture content (ASTM D2216), density (dry) and unconfined compressive strength (ASTM D2166) in the laboratory. Results of these tests appear on the respective Boring Logs. Additional soil testing including particle size analysis (ASTM D422) and Atterberg Limits (ASTM D4318) may be conducted, if necessary, to define in more detail pertinent soil characteristics for classification in accordance with the Unified Soil Classification System. Specialized laboratory tests (if conducted) to determine pertinent soil characteristics are discussed in the "Laboratory Testing" section of the report.

WATER LEVEL MEASUREMENT

Water levels indicated on the Boring Logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels is not possible with short term observations.

BORING LOG DESCRIPTION/LEGEND

(page 2 of 3)

DESCRIPTIVE SOIL CLASSIFICATION

Soil description is based on the Unified Classification System as outlined in ASTM Designations D-2487 and D-2488. This classification is primarily based upon visual and apparent physical soil characteristics, comparison with other soil samples, and our experience with the soil. Additional laboratory testing may be conducted, if necessary to define in more detail pertinent soil characteristics. The Unified Soil Classification group symbol shown on the boring logs corresponds with the group names listed below. The description includes soil constituents, moisture conditions, color and any other appropriate descriptive terms.

Group Symbol	Group Name	Group Symbol	Group Name	Group Symbol	Group Name	Group Symbol	Group Name
GW	Well-Graded Gravel	SW	Well-Graded Sand	CL	Lean Clay	CH	Fat Clay
GP	Poorly-Graded Gravel	SP	Poorly-Graded Sand	ML	Silt	MH	Elastic Silt
GM	Silty Gravel	SM	Silty Sand	OL	Organic Clay Organic Silt	OH	Organic Clay Organic Silt
GC	Clayey Gravel	SC	Clayey Sand			PT	Peat

RELATIVE PROPORTIONS			GRAIN SIZE TERMINOLOGY	
Descriptive Term(s) (Of components also present in sample)	Sand and Gravel % of Dry Weight	Fines % of Dry Weight	Major Component of Sample	Size Range
Trace	<15	<5	Cobbles	12 in. to 3 in. (300mm to 75mm)
With	15-30	5-12	Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Modifier	>30	>12	Sand	#4 to #200 sieve (4.75mm to 0.074mm)
			Silt or Clay	Passing #200 sieve (.074 mm)

CONSISTENCY OF FINE-GRAINED SOILS			RELATIVE DENSITY OF COARSE-GRAINED SOILS	
Unconfined Compressive Strength, Qu, psf	Consistency	SPT, bpf	SPT, bpf	Relative Density
< 500	Very Soft	0-2	0-4	Very Loose
500-1,000	Soft	2-4	4-10	Loose
1,000-2,000	Medium Stiff	4-8	10-30	Medium Dense
2,000-4,000	Stiff	8-15	30-50	Dense
4,000-8,000	Very Stiff	15-30	50-80	Very Dense
8,000-16,000	Hard	30-100	80+	Extremely Dense
> 16,000	Very Hard	>100		

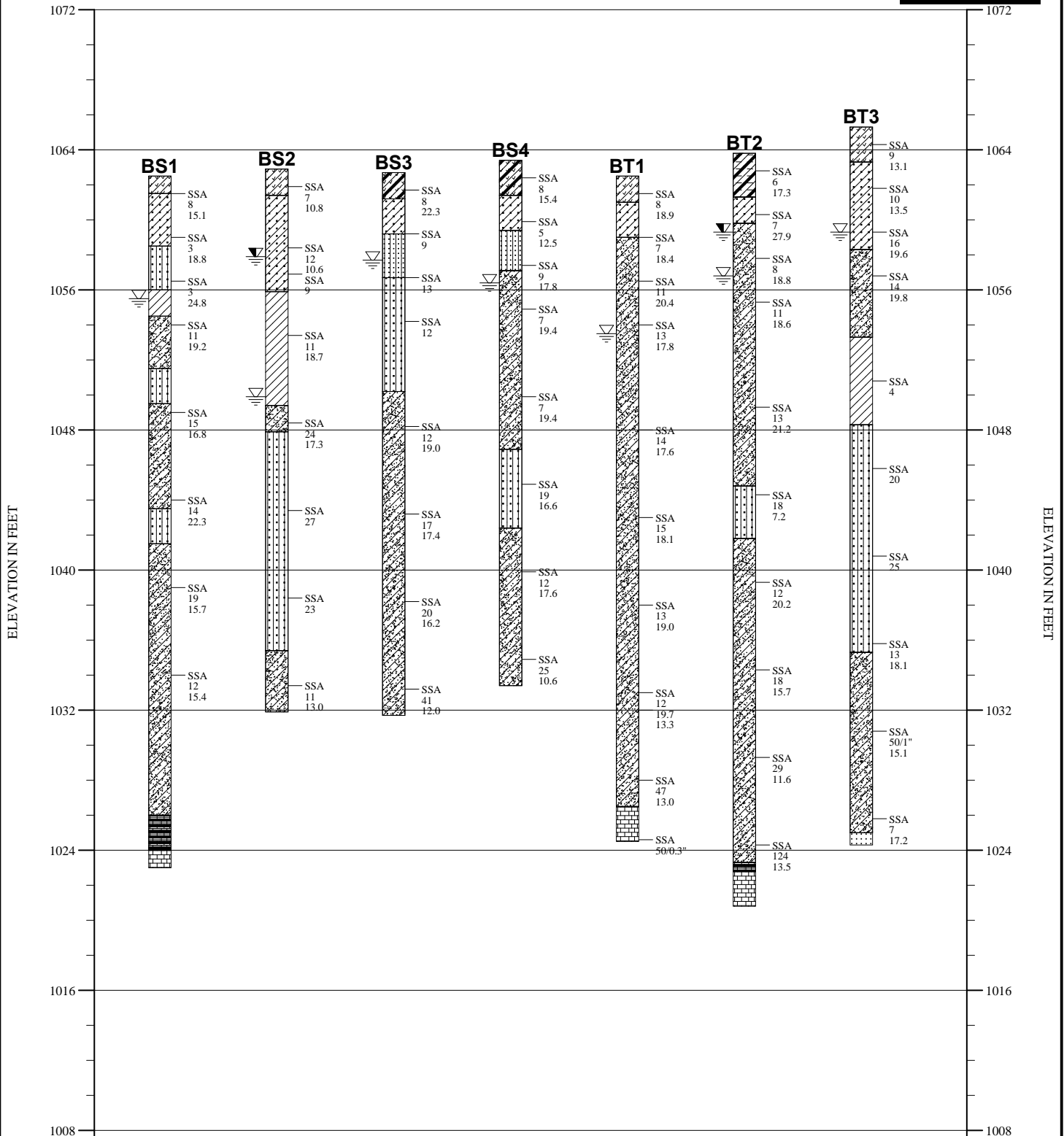
BORING LOG DESCRIPTION/LEGEND

(page 3 of 3)

ABBREVIATIONS

COMMONLY USED ABBREVIATIONS	
ft. or ' - feet	elev. - Elevation
in. or " - inches	% - Percent
psf - pounds per square foot	No. - Number
plf - pound per lineal foot	TB - Test Boring
pcf - pounds per cubic feet	N - blow count (SPT, bpf)
kip - 1000 pounds	USCS - Unified Soil Classification System
ksf - 1000 pounds per square foot	LL - Liquid Limit
klf - 1000 pounds per lineal foot	PL - Plastic Limit
tsf - tons per square foot	PI - Plasticity Index
bpf - blows per foot (SPT, N)	

PROFILE OF BORINGS



Strata symbols

- Lean Clay Topsoil
- Clayey Sand
- Silty Sand
- Lean Clay

- Sandy Lean Clay
- Weathered Limestone
- Limestone
- Lean to Fat Clay Topsoil
- Poorly Graded Sand With Silt

PROJECT NO.:

231247

DATE:

12/14/2023

PROJECT: Reisner Substation
Millards Ln and Closz Dr
Webster City, Iowa

PLATE:

A-1

SCALE:

8 feet/in.












ALLENDER BUTZKE ENGINEERS, INC.

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BORING LOG NO. BS1								Project No.: 231247					
Project: Reisner Substation Millards Ln and Closz Dr Webster City, Iowa								Client: DGR Engineering 1302 South Union St Rock Rapids, IA 51246					
Surface Elevation: 1062.5' Datum: Site Survey								Date Drilled: 10/27/2023 Drilling Depth, ft.: 39.5		Drilling Method: 4" CFA Page: 1 of 1			
Elevation ft.	Depth ft.	Sample No.	Type	SPT bpf	Moisture Content, %	Dry Density pcf	Unconfined Compressive Strength psf	Material Description *	Graphic Log	USCS	Water Level	Depth ----- Elevation ft.	
1060	0							Very dark brown sandy lean clay, moist TOPSOIL Brown-gray clayey fine to medium sand, moist GLACIAL OUTWASH Dark gray silty fine to medium sand, very moist after 4' Moisture seepage near 6' Brown-gray lean clay, trace sand, very moist Dark gray sandy lean clay, trace gravel, moist after 8' With interbedded silty sand seams throughout 8' to 22.5' Dark gray silty fine sand seam from 11' to 13' Dark gray silty fine sand seam from 19' to 21' WISCONSINAN GLACIAL TILL		CL SC SM CL		1	
		1	SSA	8	15.1							1061.5	
		2	SSA	3	18.8								
	1056		3	SSA	3	24.8							6.5
		8											1056
		4	SSA	11	19.2								
	1052												
	1048		5	SSA	15	16.8							
16													
1044		6	SSA	14	22.3								
1040													
1036	24	7	SSA	19	15.7								
1032		8	SSA	12	15.4								
1028	32												
1024											36.5		
											1026		
	40										39.5		
1020											1023		
1016	48												
1012													
1008	56												

*The stratification lines represent the approximate boundary lines between material types: in-situ, the transition may be gradual.

<p style="text-align: center;">Water Level Observation</p> <p>Time: at completion _____ hrs. _____ days</p> <p>Depth to water: <u>7</u> ft. _____ ft. _____ ft. </p>	<p style="font-size: 1.2em; font-weight: bold;">ALLENDER BUTZKE ENGINEERS, INC.</p> <p style="font-weight: bold;">Geotechnical Environmental Construction Q.C.</p> <p style="color: red; font-weight: bold;">308 of 434</p>
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BORING LOG NO.						BS2							Project No.: 231247						
Project: Reisner Substation Millards Ln and Closz Dr Webster City, Iowa								Client: DGR Engineering 1302 South Union St Rock Rapids, IA 51246											
Surface Elevation: 1062.9'								Date Drilled: 10/30/2023				Drilling Method: 4" CFA/HSA							
Datum: Site Survey								Drilling Depth, ft.: 31				Page: 1 of 1							
Elevation ft.	Depth ft.	Sample No.	Type	SPT bpf	Moisture Content, %	Dry Density pcf	Unconfined Compressive Strength psf	Material Description*				Graphic Log	USCS	Water Level	Depth ----- Elevation ft.				
	0							Very dark brown sandy lean clay, moist					CL		1.5				
1060		7	SSA	7	10.8			Brown-gray clayey fine to coarse sand, trace gravel, moist					SC		1061.4				
																			
1056		1	SSA	12	10.6			GLACIAL OUTWASH											
								Moisture seepage near 5'							7				
1056	8	8	SSA	9				Dark gray lean clay, trace sand, moist					CL		1055.9				
																			
1052		2	SSA	11	18.7			WISCONSINAN GLACIAL TILL											
																			
1048								Dark gray sandy lean clay, trace gravel after 13.5'											
1048	16	3	SSA	24	17.3			Dark gray silty fine sand, saturated					SM		15				
1044															1047.9				
																			
1040		4	SSA	27				GLACIAL OUTWASH											
																			
1040	24																		
																			
1036		5	SSA	23											27.5				
													CL		1035.4				
1032		6	SSA	11	13.0			Dark gray sandy lean clay, trace gravel, moist							31				
1032	32							End of Boring						1031.9					
1028																			
1024																			
	40																		
1020																			
1016																			
	48																		
1012																			
1008																			
	56																		

*The stratification lines represent the approximate boundary lines between material types: in-situ, the transition may be gradual.

Water Level Observation










Time: at completion 24 hrs. days

Depth to water: 13 ft. 5 ft. ft.

ALLENDER BUTZKE ENGINEERS, INC.

Geotechnical | Environmental | Construction Q.C.

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BORING LOG NO.						BS3							Project No.: 231247				
Project: Reisner Substation Millards Ln and Closz Dr Webster City, Iowa						Client: DGR Engineering 1302 South Union St Rock Rapids, IA 51246											
Surface Elevation: 1062.7'						Date Drilled: 10/30/2023				Drilling Method: 4" CFA/HSA							
Datum: Site Survey						Drilling Depth, ft.: 31				Page: 1 of 1							
Elevation ft.	Depth ft.	Sample No.	Type	SPT bpf	Moisture Content, %	Dry Density pcf	Unconfined Compressive Strength psf	Material Description*				Graphic Log	USCS	Water Level	Depth ----- Elevation ft.		
1060	0	1	SSA	8	22.3			Very dark brown sandy lean to fat clay, damp TOPSOIL					CL-CH		1.5		
		2	SSA	9				Brown-gray clayey fine to medium sand, moist Brown-gray fine to medium sand with silt after 3.5' Moisture seepage near and saturated after 5' Brown-gray silty fine sand after 6'					SC		1061.2		
1056	8	3	SSA	13				GLACIAL OUTWASH					SM				
1052		4	SSA	12				Gray and very moist after 8'									
1048	16	5	SSA	12	19.0			Dark gray sandy lean clay, trace gravel, moist					CL		12.5		
1044		6	SSA	17	17.4			With interbedded sand seams throughout after 16'							1050.2		
1040	24	7	SSA	20	16.2			WISCONSINAN GLACIAL TILL									
1036		8	SSA	41	12.0												
1032	32							End of Boring							31		
1028															1031.7		
1024	40																
1020																	
1016	48																
1012																	
1008	56																

*The stratification lines represent the approximate boundary lines between material types: in-situ, the transition may be gradual.

Water Level Observation











Time: at completion hrs. days




Depth to water: 5 ft. ft. ft.

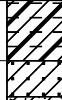







ALLENDER BUTZKE ENGINEERS, INC.


















Geotechnical | Environmental | Construction Q.C.

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BORING LOG NO.						BS4						Project No.: 231247					
Project: Reisner Substation						Client: DGR Engineering											
Millards Ln and Closz Dr						1302 South Union St											
Webster City, Iowa						Rock Rapids, IA 51246											
Surface Elevation: 1063.4'						Date Drilled: 10/27/2023						Drilling Method: 4" CFA					
Datum: Site Survey						Drilling Depth, ft.: 30						Page: 1 of 1					
Elevation ft.	Depth ft.	Sample No.	Type	SPT bpf	Moisture Content, %	Dry Density pcf	Unconfined Compressive Strength psf	Material Description*	Graphic Log	USCS	Water Level	Depth ----- Elevation ft.					
	0							Very dark brown sandy lean to fat clay, moist		CL-CH		2					
		1	SSA	8	15.4			TOPSOIL									
1060								Brown-gray clayey fine to medium sand, damp		SC		1061.4					
		2	SSA	5	12.5			Brown-gray fine to medium sand with silt after 4'									
								GLACIAL OUTWASH		SP-SM		6.3					
1056		3	SSA	9	17.8			Saturated after 5'									
	8							Dark gray sandy lean clay with interbedded silty fine sand seams throughout, trace gravel, moist		CL		1057.1					
		4	SSA	7	19.4			WISCONSINAN GLACIAL TILL									
1052																	
		5	SSA	7	19.4												
1048	16											16.5					
								Dark gray silty fine sand, very moist		SM		1046.9					
		6	SSA	19	16.6			GLACIAL OUTWASH									
1044												21					
								Dark gray sandy lean clay, moist		CL		1042.4					
1040	24	7	SSA	12	17.6			WISCONSINAN GLACIAL TILL									
1036		8	SSA	25	10.6							30					
								End of Boring				1033.4					
1032	32																
1028																	
1024	40																
1020																	
1016	48																
1012																	
1008	56																
*The stratification lines represent the approximate boundary lines between material types: in-situ, the transition may be gradual.																	
Water Level Observation																	
Time: at completion hrs. days																	
Depth to water: 7 ft. ft. ft.																	
ALLENDER BUTZKE ENGINEERS, INC.																	
Geotechnical Environmental Construction Q.C.																	
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BORING LOG NO. _____										BT1										Project No.: 231247																																																																																																																																	
Project: Reisner Substation Millards Ln and Closz Dr Webster City, Iowa										Client: DGR Engineering 1302 South Union St Rock Rapids, IA 51246																																																																																																																																											
Surface Elevation: 1062.5'										Date Drilled: 10/30/2023										Drilling Method: 4" CFA/HSA																																																																																																																																	
Datum: Site Survey										Drilling Depth, ft.: 38										Page: 1 of 1																																																																																																																																	
Elevation ft.										Depth ft.										Sample No.										Type										SPT bpf										Moisture Content, %										Dry Density pcf										Unconfined Compressive Strength psf										Material Description*										Graphic Log										USCS										Water Level										Depth Elevation ft.																													
1060										0										1										SSA										8										18.9																														Very dark brown sandy lean clay, trace gravel, moist																				CL																				1.5																													
																				2										SSA										7										18.4																														TOPSOIL										SC																				1061																																							
																				3										SSA										11										20.4																														Brown-gray clayey fine to coarse sand, moist																																																																					
1056										8										4										SSA										13										17.8																														Brown-gray sandy lean clay after 3.5'																																																																					
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1052																																																																																Dark gray after 6.5'																																																																					
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1048										16										5										SSA										14										17.6																																																																																																			
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1040										24																																																																																																				With interbedded sand seams throughout after 22'																																							
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1028																																																																																																																																																					
1024										40										10										SSA										50/0.3"																																																		Light gray limestone, damp																														36																													
1020																																																																																																																																																					
1016										48																																																																																																																																											
1012																																																																																																																																																					
1008										56																																																																																																																																											

BORING LOG NO. <u>BT2</u>				Project No.: <u>231247</u>								
Project: <u>Reisner Substation</u> <u>Millards Ln and Closz Dr</u> <u>Webster City, Iowa</u>				Client: <u>DGR Engineering</u> <u>1302 South Union St</u> <u>Rock Rapids, IA 51246</u>								
Surface Elevation: <u>1063.8'</u> Datum: <u>Site Survey</u>				Date Drilled: <u>10/30/2023</u> Drilling Depth, ft.: <u>43</u>		Drilling Method: <u>4" CFA/HSA</u> Page: <u>1</u> of <u>1</u>						
Elevation ft.	Depth ft.	Sample No.	Type	SPT bpf	Moisture Content, %	Dry Density pcf	Unconfined Compressive Strength psf	Material Description*	Graphic Log	USCS	Water Level	Depth ----- Elevation ft.
	0							Very dark brown sandy lean to fat clay, trace organics, moist LOCAL ALLUVIUM		CL-CH		2.5
1060		1	SSA	6	17.3					SC		1061.3
		2	SSA	7	27.9			Brown-gray clayey fine to medium sand, trace gravel, moist		CL		
1056	8	3	SSA	8	18.8			Brown-gray sandy lean clay, very moist to moist after 4'				
		4	SSA	11	18.6			Dark gray, moist after 6.5'				
1052								Moisture seepage near 8.5'				
								With interbedded sand silty sand seams throughout 9' to 19'				
1048	16	5	SSA	13	21.2							
1044		6	SSA	18	7.2			Dark gray silty fine sand from 19' to 22'		SM		
								WISCONSINAN GLACIAL TILL				
1040	24	7	SSA	12	20.2							
1036												
1032	32	8	SSA	18	15.7							
1028		9	SSA	29	11.6							
1024	40	10	SSA	124	13.5			With limestone fragments after 39'				40.5
								Light brown weathered limestone, damp Dense after 41'				1023.3
1020								BEDROCK				43
								End of Boring				1020.8
1016	48											
1012												
1008	56											
*The stratification lines represent the approximate boundary lines between material types: in-situ, the transition may be gradual.												
Water Level Observation Time: at completion <u>2.3</u> hrs. _____ days Depth to water: <u>7</u> ft.  <u>4.5</u> ft.  _____ ft. 												
ALLENDER BUTZKE ENGINEERS, INC. Geotechnical Environmental Construction Q.C. 313 of 434												

BORING LOG NO. BT3								Project No.: 231247					
Project: Reisner Substation Millards Ln and Closz Dr Webster City, Iowa								Client: DGR Engineering 1302 South Union St Rock Rapids, IA 51246					
Surface Elevation: 1065.3' Datum: Site Survey								Date Drilled: 11/6/2023 Drilling Depth, ft.: 41		Drilling Method: 4" CFA/HSA Page: 1 of 1			
Elevation ft.	Depth ft.	Sample No.	Type	SPT bpf	Moisture Content, %	Dry Density pcf	Unconfined Compressive Strength psf	Material Description *	Graphic Log	USCS	Water Level	Depth ----- Elevation ft.	
1064	0	1	SSA	9	13.1			Very dark brown sandy lean clay, moist TOPSOIL		CL		2	
		2	SSA	10	13.5			Brown-gray clayey fine to medium sand, moist GLACIAL OUTWASH		SC		1063.3	
1060		3	SSA	16	19.6			Moisture seepage near 6'				7	
	8	4	SSA	14	19.8			Brown-gray sandy lean clay, trace gravel, moist Dark gray after 8.5'		CL		1058.3	
1056								WISCONSINAN GLACIAL TILL Dark gray lean clay, trace sand and gravel with interbedded silty sand seams throughout, very moist after 12'		CL			
1052	16	5	SSA	4								17	
1048		6	SSA	20				Dark gray silty fine sand, moist to very moist		SM		1048.3	
1044								GLACIAL OUTWASH					
1040	24	7	SSA	25									
1036		8	SSA	13	18.1							30	
1032	32							Dark gray sandy lean clay, trace gravel, moist		CL		1035.3	
1028		9	SSA	50/1"	15.1			Boulder near 35' WISCONSINAN GLACIAL TILL					
1024	40	10	SSA	7	17.2			Dark gray medium to coarse sand, saturated after 40.3'				41	
								End of Boring		SP		1024.3	
1020													
1016	48												
1012													
1008	56												
*The stratification lines represent the approximate boundary lines between material types: in-situ, the transition may be gradual.													
Water Level Observation Time: at completion _____ hrs. _____ days Depth to water: 6 ft.  _____ ft.  _____ ft. 								ALLENDER BUTZKE ENGINEERS, INC. Geotechnical Environmental Construction Q.C. 314 of 434					



ALLENDER BUTZKE ENGINEERS INC.

3660 109th Street
Urbandale, IA 50322



Reisner Substation
Millards Ln and Closz Drive
Webster City, Iowa

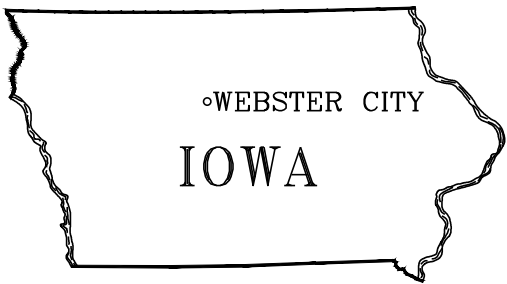
315 of 434

PN 231247

Site Plan

NOTES

DRAWINGS
(Bound Separately)

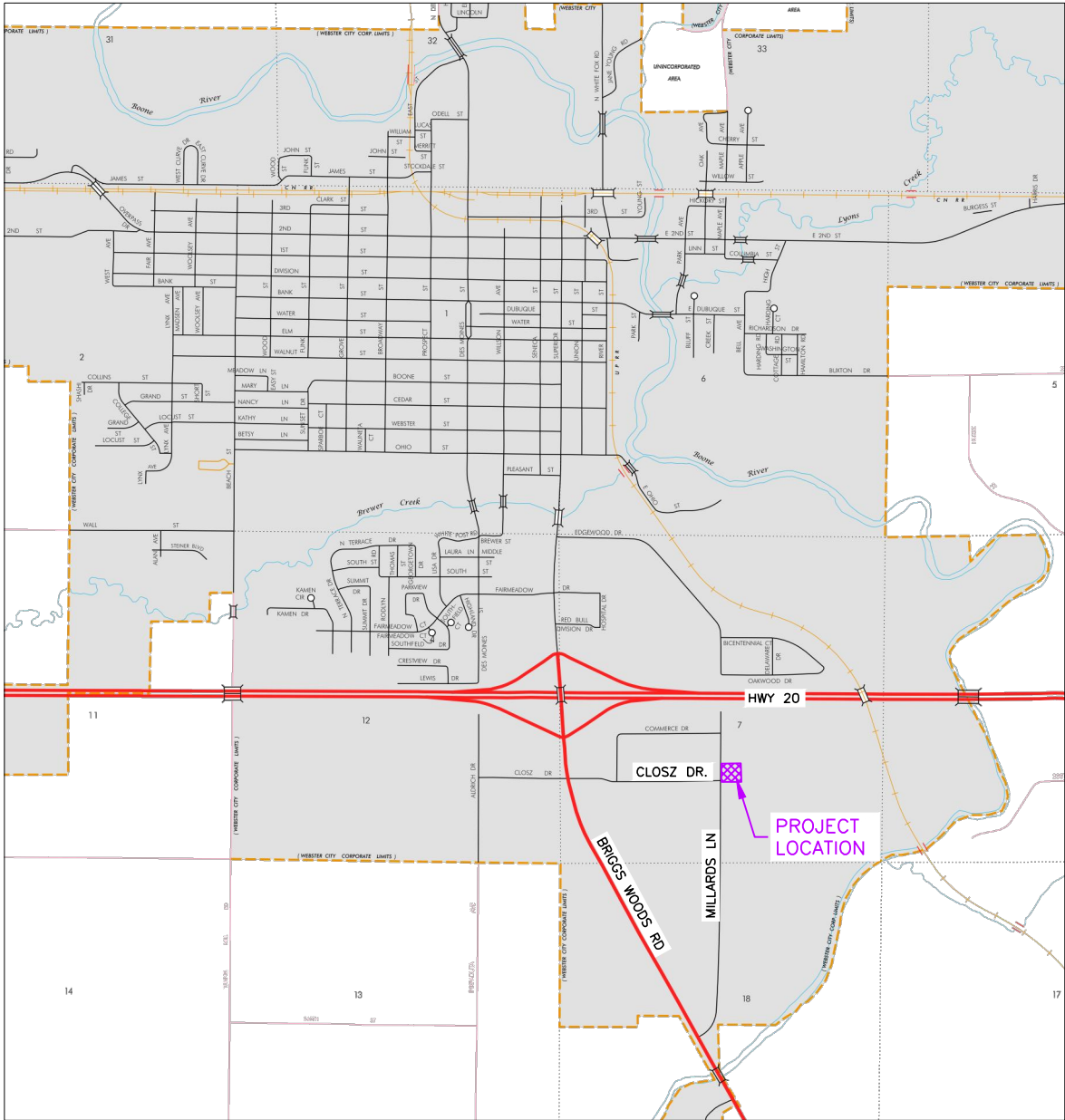


WEBSTER CITY
IOWA

REISNER SUBSTATION GRADING

WEBSTER CITY, IOWA

CITY OF WEBSTER CITY, IOWA



NOTE:
UTILITIES AND OTHER POTENTIAL OBSTACLES (UNDERGROUND FACILITIES) HAVE BEEN SHOWN ONLY TO THE EXTENT THAT THEY WERE OBSERVED AT THE SURFACE OR WERE KNOWN BY OTHERS. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, LOCATING ALL SUCH FACILITIES, COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, AND THE SAFETY AND PROTECTION OF ALL SUCH UNDERGROUND FACILITIES. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR ADDITIONAL TIME THAT MAY BE REQUIRED TO WORK AROUND IN-PLACE UTILITIES.

INDEX TO DRAWINGS

SHEET NO.	DESCRIPTION
RS-201	TITLE SHEET
RS-202	STANDARD DETAILS
RS-203	EXISTING SITE PLAN
RS-204	PROPOSED SITE PLAN

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		LOT LINE
		EASEMENT LINE
		CENTER LINE
		TELEPHONE BOX, TELEPHONE LINE
SA-⊙	—⊙—	SANITARY SEWER, MANHOLE
FM	—	SANITARY SEWER FORCE MAIN
ST-⊠-ST	—⊠—	STORM SEWER, MANHOLE, INTAKE
	SUBDRAIN
	—	CURB & GUTTER
	—	PCC PAVEMENT
W	—	WATER MAIN, HYDRANT, VALVE
UGE	—	UNDERGROUND ELECTRIC LINE, BOX, LIGHT POLE
⊙	—	POWER POLE, GUY WIRE
OHE	—	OVERHEAD ELECTRIC LINE
GAS	—	GAS LINE, VALVE
TEL	—	TELEPHONE LINE
⊙	—	EVERGREEN, BUSH, TREE
⊠	—	SIGN POST, MAILBOX
FO	—	FIBER OPTIC LINE
1455	—1455—	CONTOURS
	▨	PAVEMENT REMOVALS
	⇒	DRAINAGE ARROW
	▨	CRUSHED ROCK SURFACING

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2024 EDITION SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT EXCEPT AS MODIFIED BY THE SPECIAL PROVISIONS.



THIS ENGINEERING DOCUMENT IS A REPRODUCTION OF A CERTIFIED ENGINEERING DOCUMENT, THE OFFICIAL COPY OF WHICH WAS CERTIFIED

BY: DANIEL L. VAN SCHEPEN, P.E. DATE: MARCH 08, 2024
LICENSE NO. 17942

THE OFFICIAL COPY OF THIS ENGINEERING DOCUMENT IS ON FILE AT THE OFFICE OF THE OWNER.

PAGES OR SHEETS COVERED BY THIS SEAL: ALL

REV	DATE	DESCRIPTION
0	03-08-24	ISSUED FOR BIDDING

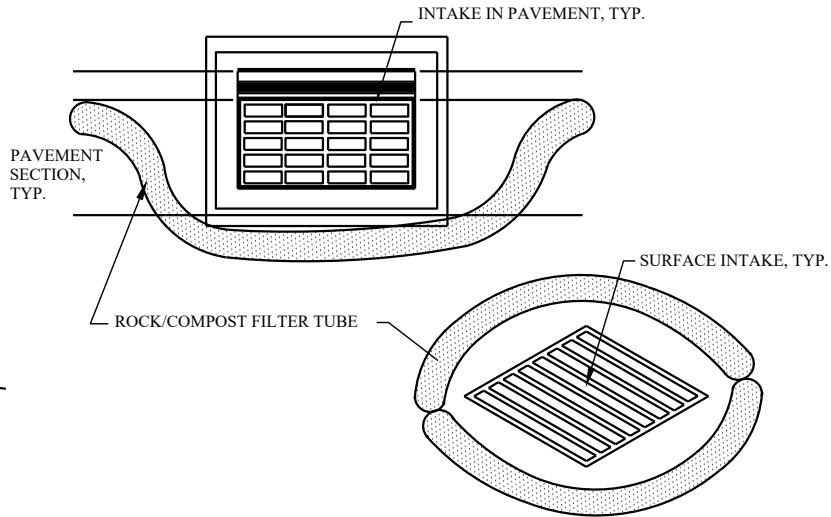
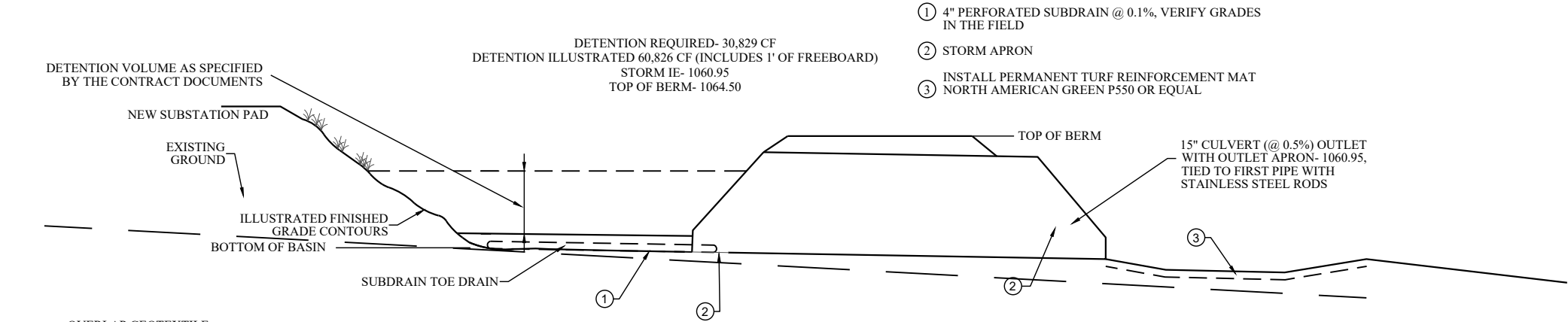


Project Manager: ADK
Designer: DLV
Project Number: 428403
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA
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SITE GRADING TITLE SHEET
REISNER SUBSTATION

SHEET
RS-201

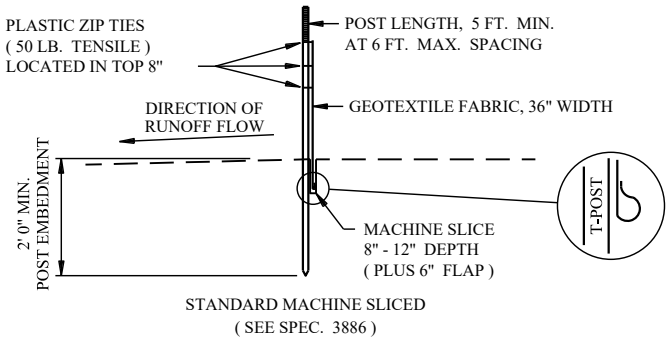
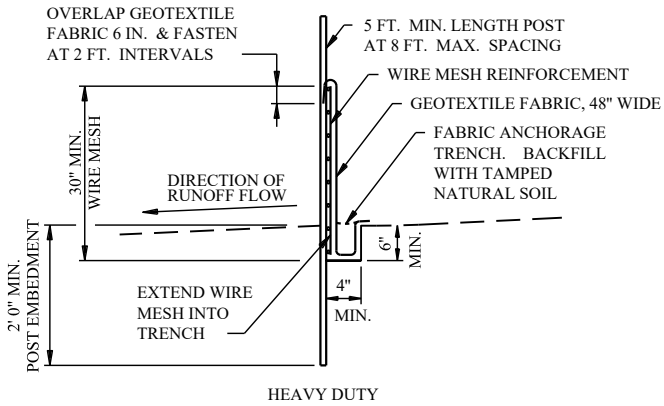


SILT FENCE FABRIC SEWN INTO A SOCK AND FILLED WITH 1.5" CLEAN ROCK OR COMPOST.

CLEAN SURFACING AND INSTALL 6"-8" FILTER TUBE ACROSS GUTTERS DOWN GRADE OF EXCAVATION. CLEAN AND MAINTAIN UNTIL PAVING IN THE DRAINAGE AREA IS COMPLETE AND PERMANENT VEGETATIVE COVER IS ESTABLISHED. COST OF MOVING AND MAINTAINING THE FILTER TUBE SHALL BE INCIDENTAL TO THE INLET PROTECTION BID ITEM. THE FILTER TUBE SHALL BE REMOVED WITHIN A WEEK AFTER PERMANENT STABILIZATION IS COMPLETED.

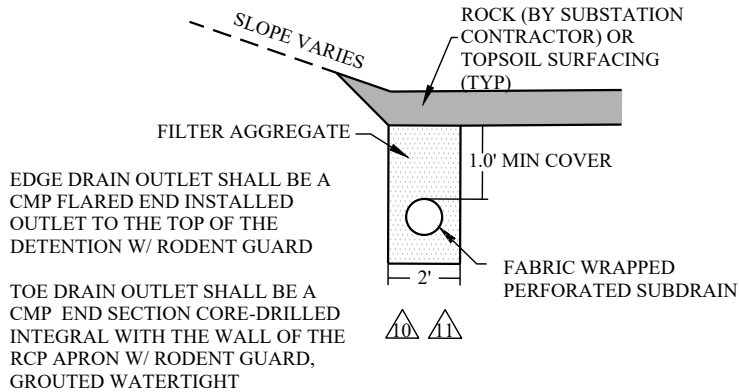
DETENTION POND DETAILS

NOT TO SCALE



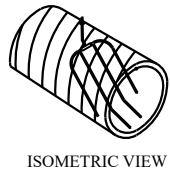
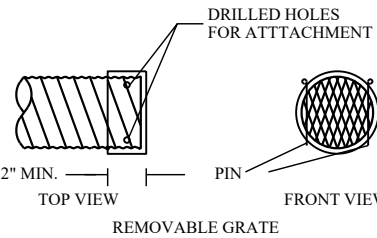
SILT FENCE

NOT TO SCALE



4" PERFORATED SUBDRAIN

NOT TO SCALE



RODENT GUARD DETAILS

SUBDRAIN OUTLET

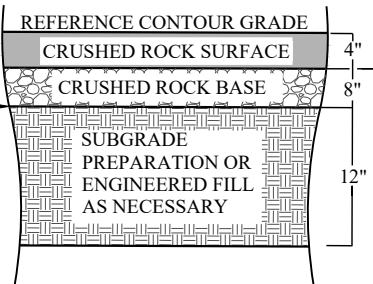
NOT TO SCALE

100% OF STANDARD PROCTOR DENSITY (S.P.D.)

INSTALL TRM WHERE NOTED: MIRAFI HP465, PROPEX GEOTEX 3X3 OR LUMITE GTF465

98% OF S.P.D. FOR INPLACE COMPACTION, 100% FOR ENGINEERED FILL

95% OF S.P.D. FOR UTILITY TRENCHES



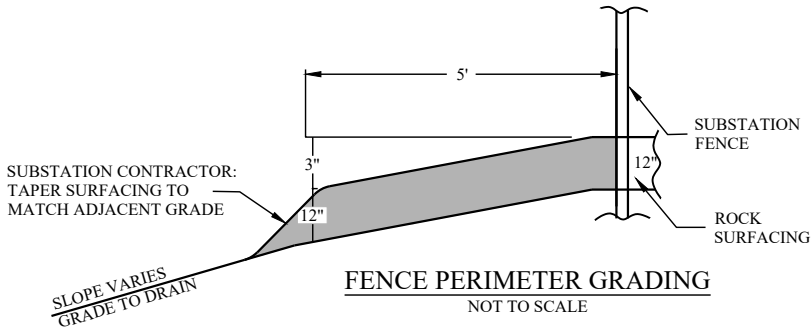
INSTALL CLASS A ROADSTONE SURFACING OVER DRIVEWAYS, WITHIN FENCING, AND 5' SURROUNDING THE FENCING

TYPICAL ROCK SURFACING SECTION

NOT TO SCALE

INLET PROTECTION - FILTER LOG

NOT TO SCALE



NOT TO SCALE

SUDAS STANDARD DETAILS

DETAIL FIGURES REFERENCED MAY BE FOUND IN THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL.

FIGURE	FIGURE NO.
<u>2000-EARTHWORK</u> DETAILS OF EMBANKMENTS AND REBUILDING EMBANKMENTS DESIGNATION OF ROADWAY EARTHWORK ITEMS	2010.101 2010.102
<u>3000-TRENCH AND TRENCHLESS CONSTRUCTION</u> TRENCH BEDDING AND BACKFILL ZONES FLEXIBLE GRAVITY PIPE TRENCH BEDDING	3010.101 (SW-101) 3010.103 (SW-103)
<u>4000-SEWERS AND DRAINS</u> SUBDRAINS SUBDRAIN OUTLETS	4040.231 4040.233
<u>9000-SITE WORK AND LANDSCAPING</u> FILTER BERM AND FILTER SOCK STABILIZED CONSTRUCTION ENTRANCE	9040.102 9040.120

REV	DATE	DESCRIPTION
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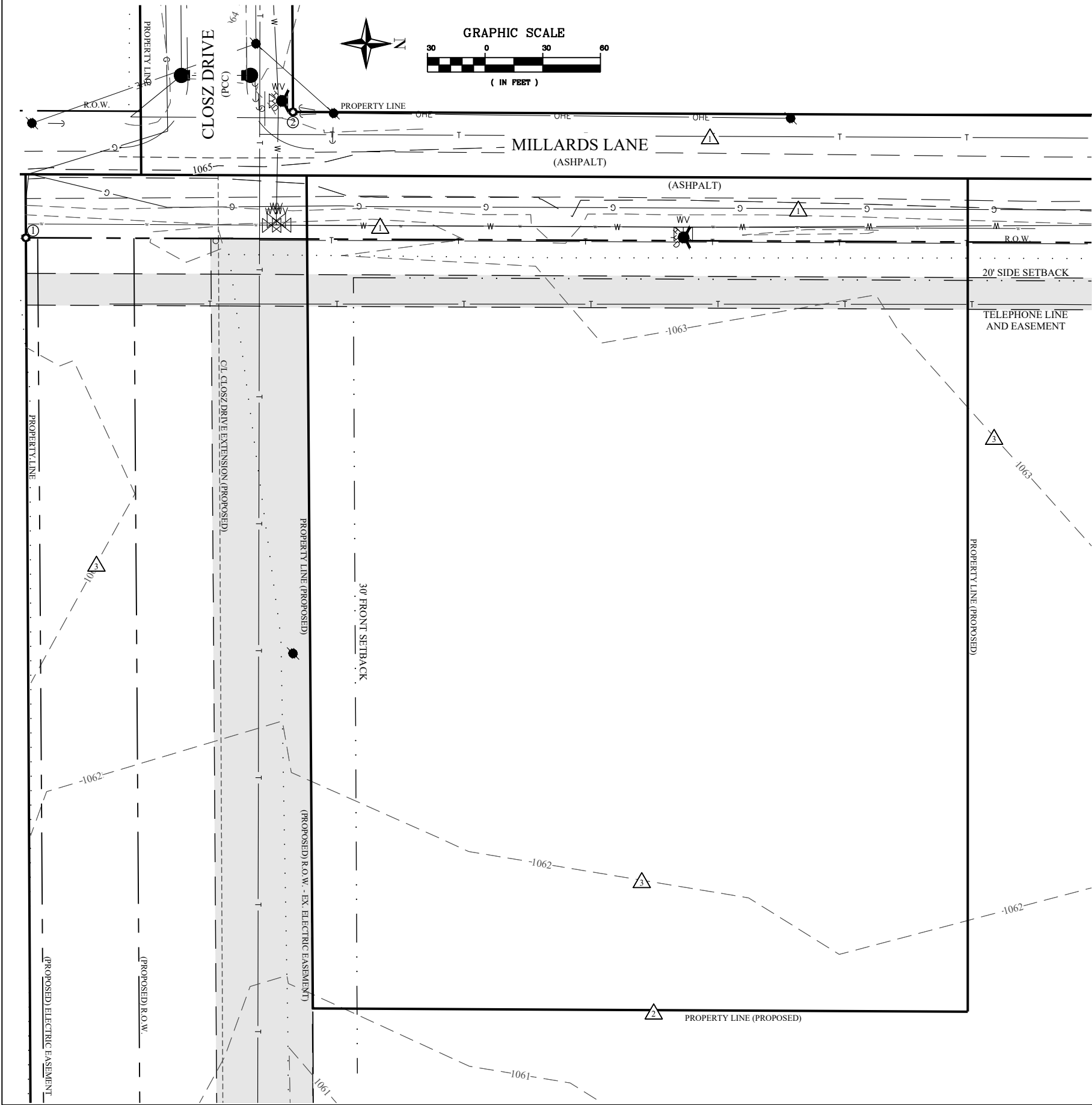
Project Manager: ADK
Designer: DLV
Project Number: 428403
Phone: (712) 472-2531

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WEBSTER CITY, IOWA
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SITE DETAILS
REISNER SUBSTATION

S
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RS-202



TOPOGRAPHIC SURVEY SYMBOL LEGEND

- TREE STUMP
- STORM INTAKE
- STORM MANHOLE
- GAS VALVE
- BOLLARD
- FLAG POLE
- ELECTRIC BOX
- LIGHT POLE
- POWER POLE
- SIGN/SIGN POST
- PROPERY CORNER
- WATER VALVES
- HYDRANTS

PROJECT CONTROL/BENCHMARKS

- ① N 3625378.3910 E 4838630.2800 ELEV 1062.71 YCR
- ② N 3625517.3100 E 4838565.0450 ELEV 1062.77 $\frac{3}{8}$ " REBAR

Utilities and other potential obstacles (underground facilities) have been shown only to the extent that they were observed at the surface or were known by Others. The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data. The Contractor shall have full responsibility for reviewing and checking all such information and data, locating all such facilities, coordination of the work with the owners of such underground facilities during construction, and the safety and protection of all such underground facilities.

Contractor shall be responsible to control erosion of the site during construction. NPDES General Permit No. 2 is necessary for this project (3.0 acres disturbed). The Contractor shall apply and pay for the permit. Contractor shall use general Best Management practices while performing work to avoid soil erosion from the site. Contractor shall inspect erosion control devices weekly or after all precipitation and repair any deficient areas. Contractor shall follow and amend the SWPPP as required for the duration of the project, costs shall be incidental to the project.

Existing surface contours (typ)

Erosion Control Notes:

The contractor shall provide inlet protection at all times after pavement is removed and until final stabilization is achieved. The contractor will need to change the type of inlet protection to fit the work being performed. The details shown are to be used and determined by the place of construction. Inlet protection devices shall be maintained or replaced as needed or at the option of the engineer/owner. Manufactured alternatives approved and listed on IA/DOT's erosion control product acceptability list may be substituted.

When removing or maintaining inlet protection, care shall be taken so that the sediment trapped on the geotextile fabric does not fall into the inlet. any material falling into the inlet shall be removed immediately.

All erosion control devices shall be inspected weekly and after all weather events, non-complying equipment shall be fixed within the working day.

The contractor shall take steps to control soil erosion and fugitive dust during construction. If necessary, hay bales, check dams, sediment traps or additional silt fence (not indicated on the plans) shall be used to retain silt and prevent silt from entering the sewer system. This work shall be paid for as per pay items in the proposal.

The contractor shall construct erosion control prior to any grading on the project in order to prevent silt transport and soil tracking into public right-of-way. contractor shall maintain and water haul roads to control fugitive dust.

Silt fence should be inspected weekly and after minor rain events to ensure that the device is functioning properly. Remove sediment from behind fence when the depth of sediment has built up to the height of the fence above grade. inspect the base of the fence to ensure that no gaps have developed and re-trench as necessary. Inspect fence posts to ensure that they are properly supporting the fence. straighten, reset and add additional posts if necessary. If filter fabric is ripped, damaged or deteriorated, replace it in accordance with the original specifications & details.

The contractor shall comply with the storm water pollution prevention plan (SWPPP) in the project manual. The contractor shall make provisions to maintain drainage on all streets in and adjacent to the project throughout the construction period.

Contractor shall have a person on call to respond to flooding that may occur during non-working hours. contractor shall have pumping equipment on site in case of a large storm event. contractor shall pump storm water off site if needed at no additional cost to the project. Contractor shall not pump water containing sediment off site. make provisions for filtering water to be pumped. Contractor will be responsible for submitting and paying for the storm water permit and following its recommendations, incidental to the project.

TOPOGRAPHIC SURVEY LINE LEGEND

- UGE UNDERGROUND ELECTRIC
- OHE OVERHEAD ELECTRIC
- STORM SEWER LINE & STRUCTURES
- SANITARY SEWER LINE & STRUCTURES
- EDGE OF CONCRETE
- FENCE
- WATER LINE
- GAS LINE & STRUCTURES
- BUILDING OUTLINE
- LOT LINE
- CURB AND GUTTER
- UNDERGROUND TELEPHONE LINE
- EXISTING GROUND CONTOURS
- EXISTING SIDEWALK
- EDGE OF GRAVEL
- EXISTING TRAIN TRACKS

REV	DATE	DESCRIPTION
0	3-08-24	ISSUED FOR BIDDING

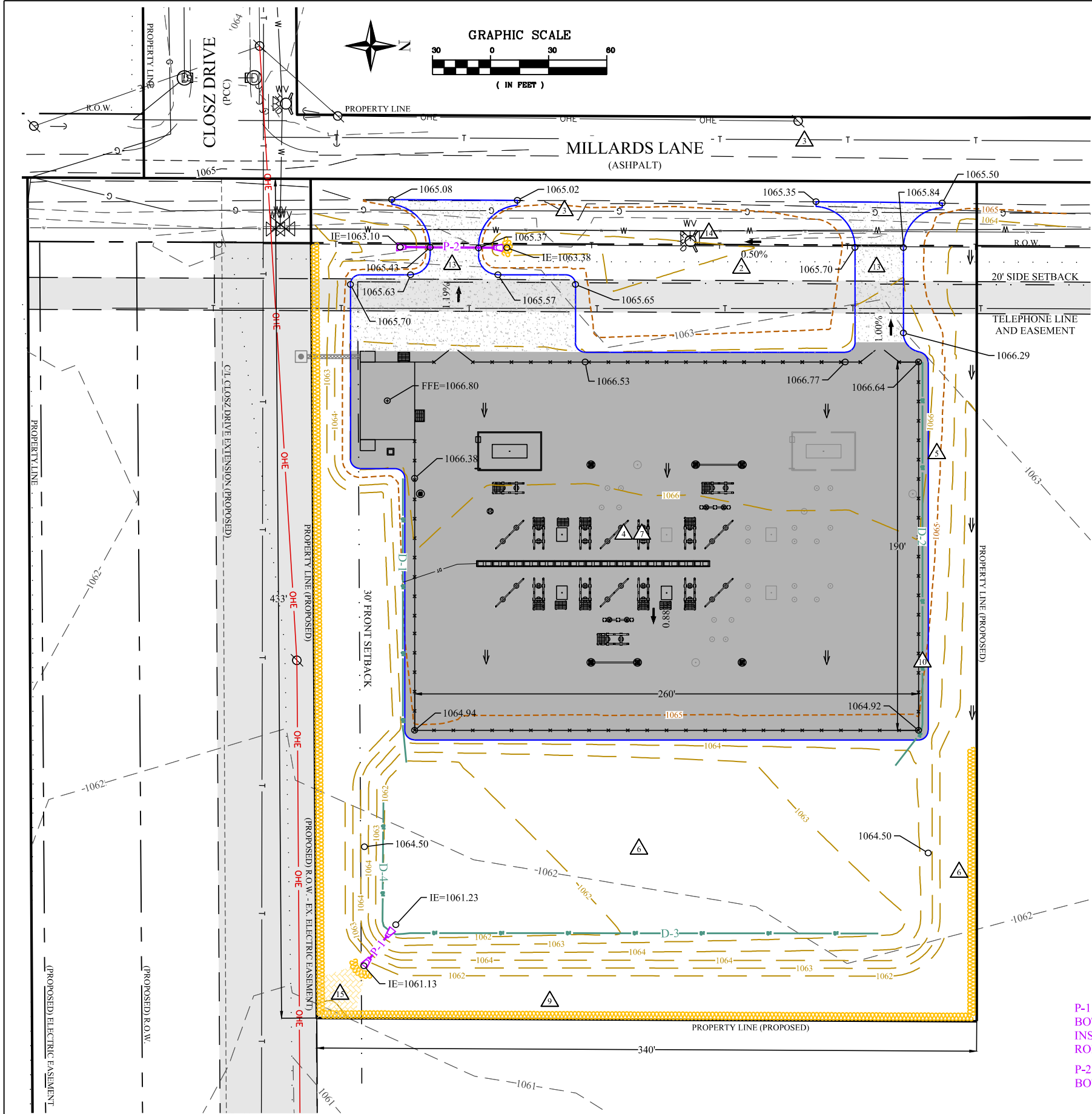


Project Manager: ADK
Designer: DLV
Project Number: 428403
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES
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EXISTING SITE PLAN
REISNER SUBSTATION

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RS-203



- △ All disturbed areas shall be prepared as shown on the details or described in the specifications.
- △ Provide, compact and grade **imported** lean clay fill (LL < 45, PI 10-35) as approved by the Owners soils Engineer (~13,400 C.Y., compacted volume) and in-place grade (~85 C.Y., compacted volume) as necessary to meet contours/slopes shown (maximum 4:1). See note 12 for additional requirements of this site.
- The Contractor is responsible for excavating, hauling, and disposing of material not used in the site preparation.
- Contractor shall strip and stockpile topsoil from all areas to receive fill for the substation pad, drives and detention berm (~4,400 CY). The material shall be stockpiled and spread after excavation and embankment work is complete on all disturbed areas that are not to receive rock surfacing or pavement. Cost incidental to the project, no separate measurement or payment to be made for stripping, stockpiling, and spreading of topsoil.
- △ Utilities and other potential obstacles (underground facilities) have been shown only to the extent that they were observed at the surface or were known by Others. The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data. The Contractor shall have full responsibility for reviewing and checking all such information and data, locating all such facilities, coordination of the work with the owners of such underground facilities during construction, and the safety and protection of all such underground facilities.
- △ Grading Contractor: For rock surfacing, refer to the details and specifications for preparation and material requirements. Prior to surfacing; fine grade and roll existing grade, then apply 'Sprakil SK-26' as specified to prevent plant growth.
- △ Compact and finish grade in-place grade as necessary to meet contours shown. Proposed contours are to final surface; account for 4" rock surface/paving (by the Substation Contractor) as shown in the detail. All costs included in the rock installation items.
- △ Contractor shall be responsible to control erosion of the site during construction. NPDES General Permit No. 2 is necessary for this project (3.0 acres disturbed). The Contractor shall apply and pay for permit. Contractor shall use general Best Management practices while performing work to avoid soil erosion from the site. Contractor shall inspect erosion control devices weekly or after all precipitation and repair any deficient areas. Contractor shall follow and amend the SWPPP as required for the duration of the project, costs shall be incidental to the project. Contractor shall transfer the NPDES permit at the conclusion of the grading operations to the subsequent Substation Contractor.
- △ Grading Contractor: Grade base and rock surfacing to match and drain foundations. See foundations plans for details.
- △ Contractor will be responsible for all staking for this project. Contact the Engineer for coordinate files or dimensioning to complete staking. All costs incidental to the project.
- △ The entire property not to be surfaced shall be fine graded, seeded, fertilized, and mulched. Seeded areas shall utilize SUDAS Type 2 see mix for ditches and slopes.
- △ Contractor shall not drive heavy construction equipment above subdrain, stage installations accordingly. Drainage aggregate and fabric shall be incidental to the cost of the subdrain.
- △ All work and products shall conform to the Iowa SUDAS Standard specification for construction (2024).
- △ Building and structure foundation excavations shall be conducted as directed by the Geotechnical Report.
- △ Contractor shall install engineering fabric (380 SY) under Class C modified subbase, limestone gravel surfacing for driveway entrances.
- △ Adjust existing fire hydrant and valve to match future grade (estimated 1.5'; Exact elevation shall be verified by the contractor in the field during construction)
- △ Contractor shall install turf reinforcement mat (60 SY), North American Green P-550.
- △ Detention Pond:
- Illustrated Detention Pond provides 60,826 cu. ft of storage as required by the City of Webster City detention ordinance.
- Avoid storage of equipment or material in the detention area to avoid soils compaction in the detention bottom. If compaction of this area occurs, Contractor shall till soil 12" deep to reestablish conditions.

LEGEND

12" Crushed Rock Surfacing	DT	Drain Tile
Proposed Contours	Proposed Fence Line	Proposed rock surfacing
Grading Drainage Direction	Silt Fence/Wattle/Rock Log	Future Overhead Electric
Engineering Fabric below 8" crushed rock base		
Finished rock surface grade		

P-1 24 LF OF 15" RCP STORM SEWER @0.5% W/ APRONS BOTH WAYS (IE(IN)=1061.23 IE(OUT)=1061.13), INSTALL WITH CORE DRILLED PVC CONNECTION W/ RODENT GUARD, SEE DETAIL

P-2 45 LF OF 15" RCP STORM SEWER @0.5% W/ APRONS BOTH WAYS (IE(IN)=1063.39, IE(OUT)=1063.10)

D-1 147 LF OF 4" PERFORATED HDPE DRAINTILE LINE W/ OUTLET (1061.95), INSTALL WITH MINIMUM GRADE (3' COVER) TO ALLOW POSITIVE DRAINAGE FROM THE TRENCH DRAIN TO THE DETENTION POND

D-2 215 LF OF 4" PERFORATED HDPE DRAINTILE LINE W/ OUTLET (1063.50), INSTALL WITH POSITIVE GRADE TO DETENTION POND

D-3 255 LF OF 4" PERFORATED HDPE DRAINTILE LINE W/ OUTLET (P-1), INSTALL WITH POSITIVE GRADE TO OUTLET

D-4 80 LF OF 4" PERFORATED HDPE DRAINTILE LINE W/ OUTLET (P-1), INSTALL WITH POSITIVE GRADE TO OUTLET

REV	DATE	DESCRIPTION
0	3-08-24	ISSUED FOR BIDDING



Project Manager: ADK
Designer: DLV
Project Number: 428403
Phone: (712) 472-2531

WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA
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PROPOSED SITE PLAN
REISNER SUBSTATION

S
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RS-204



MEMORANDUM

TO: Mayor and City Council

FROM: Adam Dickinson, Line Department Superintendent
John Harrenstein, Interim City Manager

DATE: March 18, 2024

RE: Bidding Package: Furnishing Substation Materials – Reisner Substation

SUMMARY: Requesting permission to seek bids and schedule a Public Hearing for materials as defined in the attached bidding documents to furnish said materials for the Reisner Substation.

PREVIOUS COUNCIL ACTION: The City Council has previously approved the contract for the new Power Transformer, authorized DGR Engineering to perform full design services (final design, bidding, construction administration, etc.), and has approved the contract for the new 69 kV Circuit Breakers for the new Reisner Substation.

BACKGROUND/DISCUSSION: The equipment to be supplied is described in general as follows:

GOAB Switches, Lightning Arresters, Potential Transformers, Cable Trench, Power Cable, and Structural Steel

The attached bidding documents reference in more detailed and complete description of the material specifications. At the proposed Public Hearing on May 6th, 2024 at 6:10 P.M., the City Council will also receive and consider any objection to said plans, specifications and form of contract or cost of the project made by any interested party.

FINANCIAL IMPLICATIONS: The cost of these materials will be shared between Corn Belt Power Cooperative and the City of Webster City, based on an allocation between transmission facilities (Corn Belt portion) and distribution facilities (City portion).

The estimated cost of this portion of the project, along with the breakdown of the responsibility for those costs, is as follows:

Portion of Project	Total Project Cost Estimate	Estimated City of Webster City Portion	Estimated Corn Belt Power Co-op Portion
Reisner Substation – Miscellaneous Major Materials	\$596,700 (excluding taxes)	\$191,800	\$404,900*

* These funds will initially be provided by the City, but will be fully reimbursed by Corn Belt.

The costs shown above are estimates; the agreement with Corn Belt and NIMECA includes a provision that actual reimbursement will be made on the basis of actual final project costs.

PROJECT TIMELINE:

The current timeline for these materials are follows:

- Bid Opening: Tuesday, April 23, 2024 @ 2:30 PM at City Hall
- Estimated Material Deliveries:
 - Cable Trench: September 15, 2024
 - Structural Steel: March 15, 2025
 - Lightning Arresters: March 31, 2025
 - Potential Transformers: April 15, 2025
 - GOAB Switches: May 15, 2025
 - 15 kV Power Cable: June 15, 2025

RECOMMENDATION: Approve the request to set public hearing for May 6th, 2024 at 6:10 P.M. at which the City Council will consider the plans and specifications, proposed form of contract and the estimate of cost to furnish materials for the Reisner Substation as defined.

RESOLUTION NO. 2024 - xxx

**RESOLUTION PROVIDING FOR NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS
FOR MISCELLANEOUS MAJOR SUBSTATION MATERIALS NEEDED
FOR CONSTRUCTION OF THE REISNER SUBSTATION**

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 Substation Materials for the Reisner Substation, (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 10% 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 2:30 p.m. on the 23rd day of April, 2024, for the Furnishing Substation Materials for the Reisner Substation, 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 6th day of May, 2024, at 6:10 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 18th day of March, 2024.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT, AND ESTIMATE OF COST FOR FURNISHING SUBSTATION MATERIALS - REISNER SUBSTATION FOR THE CITY OF WEBSTER CITY, IOWA.

Notice is hereby given that the City Council of Webster City, Iowa will meet in the Council Chambers at City Hall, 400 Second Street, Webster City, Iowa 50595 on May 6, 2024 at 6:10 PM, at which time and place the City Council will consider the adoption of plans and specifications and proposed form of contract for the above referenced materials, which are now on file in the City Offices. At said meeting the City Council will receive and consider any objections to said plans, specifications, form of contract and estimate of cost made by any interested party.

The equipment to be supplied is described in general as follows:

GOAB Switches, Lightning Arresters, Potential Transformers, Cable Trench, Power Cable, and Structural Steel

Publication upon order of the City Council of Webster City, Iowa.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

ATTEST:

By /s/ Karyl K. Bonjour
City Clerk

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the City Clerk of the City of Webster City, Iowa, at City Hall, 400 Second Street, Webster City, Iowa 50595, before **2:30 P.M. on April 23, 2024**, for Furnishing Substation Materials for Reisner Substation for the City of Webster City, Iowa. At said time, the bids will be publicly opened and read aloud in the Council Chambers, 400 Second Street, Webster City, Iowa 50595. Bids will be considered by the City Council at its meeting at 6:10 PM on May 6, 2024 in the Council Chambers at City Hall, 400 Second Street, Webster City, Iowa 50595. The City Council may award the contract(s) at said meeting or at such other time and place as shall then be announced.

The equipment to be supplied is described in general as follows:

GOAB Switches, Lightning Arresters, Potential Transformers, Cable Trench, Power Cable, and Structural Steel

The above equipment shall be in accordance with the specifications and proposed form of contract now on file in the office of the Municipal Electric Utility in said City of Webster City, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents at no charge by inputting **Quest project #9009216** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of the proposal forms and specifications at no charge for individual use may be obtained from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: dgr@dgr.com.

Each bid shall be made out on a blank form furnished by the Utility and must contain bid security as required by Iowa Code Section 26.8. The bidder's security shall be in the form of either (1) a cashier's check or certified check drawn on a state-chartered or federally chartered bank, in an amount equal to ten (10) percent of the amount of the Bid; or (2) a certified share draft drawn on a state-chartered or federally chartered credit union, in an amount equal to ten (10) percent of the amount of the Bid; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in an amount equal to ten (10) percent of the amount of the Bid. The bid security shall be made payable to the City of Webster City, Iowa. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after the award of contract and post a satisfactory Performance Bond.

The sealed envelope containing the bid shall be clearly marked "BID ENCLOSED – FURNISHING SUBSTATION MATERIALS – REISNER SUBSTATION" on the outside of the envelope.

Payment to the Supplier will be made as described in the Material Agreement.

Delivery of the Substation Materials shall be by the dates set in the General Requirements.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa, and preference shall be given to Iowa domestic labor in the construction of said improvements. The Owner will, in evaluating Bids, consider the requirements of the resident bidder preference law, and allow such preferences to resident bidders as are required to be allowed under State Law. Bidder shall, when submitting a Bid, furnish an executed Bidder Status Form for the Owner to use when applying the preference law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days after the date proposals are received and no proposal may be withdrawn during this period. The City Council also reserves the right to reject any or all bids, to waive informalities and irregularities in the form of the bid, and enter into such contract as it shall deem to be in the best interest of the Utility.

Publication upon order of the City Council of Webster City, Iowa.

Dated this 19th day of March 2024.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

ATTEST:
/s/ Karyl K. Bonjour
City Clerk

Bidding Documents

Furnishing Substation Materials Reisner Substation



**City of Webster City/Municipal Utilities
Webster City, Iowa**

March 2024

**DGR Project No. 428403
City Project No. 9-23-011**



Bidding Documents

Furnishing Substation Materials Reisner Substation

City of Webster City/Municipal Utilities Webster City, Iowa

March 2024

This engineering document is a reproduction of a certified engineering document,
the official copy of which was certified by

Ryan D. Kleinjan, P.E. on 3-8-2024

The official copy of this engineering document is on file at the office of the Owner.

Pages or sheets covered by this seal: All bound pages except Structural Steel
Technical Specifications.

This engineering document is a reproduction of a certified engineering document,
the official copy of which was certified by

Coleman V. Wagner, P.E. on 3-8-2024

The official copy of this engineering document is on file at the office of the Owner.

Pages or sheets covered by this seal: Structural Steel Technical Specifications.

DGR Project No. 428403

DGR Engineering

1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

Bidding Documents

Furnishing Substation Materials Reisner Substation

City of Webster City/Municipal Utilities Webster City, Iowa

Contact persons for this project are as follows:

Owner's

Representative:

City of Webster City/Municipal Utilities
400 Second Street
Webster City, IA 50595
Telephone: (515) 832-9151

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Bidding Documents

Furnishing Substation Materials

Reisner Substation

City of Webster City/Municipal Utilities

Webster City, Iowa

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the City Clerk of the City of Webster City, Iowa, at City Hall, 400 Second Street, Webster City, Iowa 50595, before **2:30 P.M. on April 23, 2024**, for Furnishing Substation Materials for Reisner Substation for the City of Webster City, Iowa. At said time, the bids will be publicly opened and read aloud in the Council Chambers, 400 Second Street, Webster City, Iowa 50595. Bids will be considered by the City Council at its meeting at 6:10 PM on May 6, 2024 in the Council Chambers at City Hall, 400 Second Street, Webster City, Iowa 50595. The City Council may award the contract(s) at said meeting or at such other time and place as shall then be announced.

The equipment to be supplied is described in general as follows:

GOAB Switches, Lightning Arresters, Potential Transformers, Cable Trench, Power Cable, and Structural Steel

The above equipment shall be in accordance with the specifications and proposed form of contract now on file in the office of the Municipal Electric Utility in said City of Webster City, Iowa, by this reference made a part hereof, as though fully set out and incorporated herein.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents at no charge by inputting **Quest project #9009216** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of the proposal forms and specifications at no charge for individual use may be obtained from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: dgr@dgr.com.

Each bid shall be made out on a blank form furnished by the Utility and must contain bid security as required by Iowa Code Section 26.8. The bidder's security shall be in the form of either (1) a cashier's check or certified check drawn on a state-chartered or federally chartered bank, in an amount equal to ten (10) percent of the amount of the Bid; or (2) a certified share draft drawn on a state-chartered or federally chartered credit union, in an amount equal to ten (10) percent of the amount of the Bid; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in an amount equal to ten (10) percent of the amount of the Bid. The bid security shall be made payable to the City of Webster City, Iowa. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within fifteen (15) days after the award of contract and post a satisfactory Performance Bond.

The sealed envelope containing the bid shall be clearly marked "BID ENCLOSED – FURNISHING SUBSTATION MATERIALS – REISNER SUBSTATION" on the outside of the envelope.

Payment to the Supplier will be made as described in the Material Agreement.

Delivery of the Substation Materials shall be by the dates set in the General Requirements.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa, and preference shall be given to Iowa domestic labor in the construction of said improvements. The Owner will, in evaluating Bids, consider the requirements of the resident bidder preference law, and allow such preferences to resident bidders as are required to be allowed under State Law. Bidder shall, when submitting a Bid, furnish an executed Bidder Status Form for the Owner to use when applying the preference law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days after the date proposals are received and no proposal may be withdrawn during this period. The City Council also reserves the right to reject any or all bids, to waive informalities and irregularities in the form of the bid, and enter into such contract as it shall deem to be in the best interest of the Utility.

Publication upon order of the City Council of Webster City, Iowa.

Dated this 19th day of March 2024.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

ATTEST:
/s/ Karyl K. Bonjour
City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT, AND ESTIMATE OF COST FOR FURNISHING SUBSTATION MATERIALS - REISNER SUBSTATION FOR THE CITY OF WEBSTER CITY, IOWA.

Notice is hereby given that the City Council of Webster City, Iowa will meet in the Council Chambers at City Hall, 400 Second Street, Webster City, Iowa 50595 on April 23, 2024 at 6:10 PM, at which time and place the City Council will consider the adoption of plans and specifications and proposed form of contract for the above referenced materials, which are now on file in the City Offices. At said meeting the City Council will receive and consider any objections to said plans, specifications, form of contract and estimate of cost made by any interested party.

The equipment to be supplied is described in general as follows:

GOAB Switches, Lightning Arresters, Potential Transformers, Cable Trench, Power Cable, and Structural Steel

Publication upon order of the City Council of Webster City, Iowa.

Dated this 19th day of April 2024.

CITY OF WEBSTER CITY, IOWA

By /s/ John Hawkins
Mayor

ATTEST:
/s/ Karyl K. Bonjour
City Clerk

INSTRUCTIONS TO BIDDERS

1.01 FAMILIARITY OF CONDITIONS:

- A. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding their bid.

1.02 BIDDERS QUALIFICATIONS:

- A. Bidder must be capable of performing the work bid upon. The lowest responsive Bidders will be required to satisfy the Owner as to their integrity, experience, number of employees, equipment, personal, and financial ability to perform and ability to finance the cost of the work.
- B. If the information and data requested by the Owner is not furnished, the Owner may consider the Bidder non-responsive or non-responsible. The Owner reserves the right, in its sole and absolute discretion, to accept the bid of a Bidder despite the fact that said Bidder has not submitted any information, list, data or statement requested.
- C. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

1.03 METHOD OF BIDDING:

- A. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or typewritten, at which the Bidder proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item shall constitute a non-responsive bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bid, unit prices shall govern.
- B. For all work let on a unit price basis, the Engineer's estimate of quantities shown on the bid is understood to be approximate only and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of Bidders and is not guaranteed.

1.04 **BID SECURITY:**

- A. Each bid shall be accompanied by bid security as specified in the Notice to Bidders and made payable to the Owner. Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within fifteen (15) days after the award of contract, the Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.
- B. The bid security of unsuccessful Bidders will be returned promptly after the award has been made. In no case will the bid security be held longer than thirty (30) days without written permission of the Bidder, except that the bid security of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

1.05 **TAXES:**

- A. The prices for material items in all bids shall not include provisions for the payment of any taxes to the State of Iowa.

1.06 **ALTERNATE MATERIALS:**

- A. Requests for approval of 'or-equal' materials and equipment shall be submitted to the Engineer in writing at least fifteen (15) days prior to receipt of bids. Each request shall conform to the terms and conditions of the bidding documents and to the type, function, and quality standards of approved materials and equipment. The burden of proof of the merit of proposed 'or-equal' materials and equipment is upon the Bidder. The engineer's decision of approval or disapproval of a proposed 'or-equal' item will be final. No substitution shall be approved except by a written addendum issued to all prospective Bidders.
- B. Bidders may submit bids for alternate materials which do not meet all of the detailed requirements of the specifications. Such submissions shall be in addition to the basic bid which shall comply with all requirements of the specifications. Bid evaluation and contract award will be made on the basis of the base bid. Alternate materials will then be considered, and the final contract amount adjusted accordingly if the Owner decides to accept bids for alternate materials. In submitting bids for alternate materials, Bidders shall submit manufacturer's data and note the exceptions to the requirements of the plans and specifications.
- C. Additionally, as part of evaluating 'or-equal' requests, engineer will consider the following:
 - 1. Manufacturer's ability to conform with the project specifications.
 - 2. Manufacturer's relevant experience.

3. Manufacturer's support capabilities.
4. The Owner's and Engineer's experience with the proposed equipment.

1.07 TERMS AND CONDITIONS:

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid. Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

1.08 CHANGES IN QUANTITIES:

- A. Not Applicable.

1.09 SUBMISSION OF BIDS:

- A. Bidders will be furnished with bid form(s) giving the estimate of quantities needed to complete the work. Two (2) copies of the completed bid form(s) and all supporting documentation shall be included with the bid.
- B. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.
- C. Any changes or alterations made in the official bid form, or any additions thereto, may result in the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Owner. Bids in which the unit prices are obviously unbalanced may be rejected.
- D. Should the Bidder find discrepancies, ambiguities or omissions from these documents, they should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.
- E. Two (2) copies of each bid form and all supporting documentation shall be provided. Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – Furnishing Substation Materials – Reisner Substation" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:

City of Webster City
Attn: Dedra Nerland, Public Works Management Assistant
400 Second Street
Webster City, IA 50595

- F. Receipt of any Addenda must be acknowledged on the bid form or a copy of any addenda relating to the bid shall be signed and attached to the bid.
- G. No oral, facsimile, e-mail, telegraphic or telephonic bids or modifications will be considered.

1.10 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder.
- B. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids.
- C. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

1.11 CONTRACT AWARD:

- A. Award of the Contract, if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for each of the bid(s) as is deemed to be in the best interest of the Owner. The effect of the guaranteed delivery date, dimensions and the experience record of the Bidder on units of similar size and rating will also be considered in evaluating the bids. This may also include location of manufacturing and assembly, and preference may be given to units manufactured and assembled in the USA. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner. In addition to cost, other items that will impact the award decision include the following:
 - 1. Relevant experience with installations of similar size and type.
 - 2. Support capabilities.
 - 3. Ability to meet specified delivery schedule.
 - 4. Conformance to project specifications.
 - 5. Life cycle and maintenance costs.
 - 6. The Owner's and Engineer's experience with the units manufactured by the Bidder.

1.12 PERFORMANCE BOND:

- A. Should the total value of the awarded work to any Bidder be equal to or greater than \$25,000, the Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of Iowa and in form acceptable to the Owner. Any costs associated with procuring the necessary bond shall be included in the bid prices. Bidder may furnish a Supply Bond in lieu of a Performance Bond.

1.13 EXECUTION OF CONTRACT:

- A. The Bidder to whom the contract has been awarded shall enter into contract with the Owner within fifteen (15) days after the award has been made.
- B. No bid shall be considered binding upon the Owner until the contract is properly executed by both parties and all required bonds are filed.
- C. The contract, when executed, shall be combined with all the Contract Documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

1.14 DELIVERY/INSTALLATION DATE:

- A. The desired delivery date for the materials is desired to be no later than the dates listed below:

1.	Structure Anchor Bolts:	August 5, 2024
2.	Cable Trench:	September 15, 2024
3.	Structural Steel:	March 15, 2025
4.	Lightning Arresters:	March 31, 2025
5.	Potential Transformers:	April 15, 2025
6.	GOAB Switches:	May 15, 2025
7.	Power Cable:	June 15, 2025

Based on current material availability, both later and earlier delivery dates will be considered by the Owner and should be listed on the bid form.

- B. Material offloading and installation will be completed by Others.

- C. The Owner agrees to indemnify the Supplier for circumstances beyond his control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.
- D. The Supplier shall provide monthly progress reports to the Engineer during the manufacturing of the equipment.

* * * END OF SECTION * * *

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder'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

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

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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.

BID FORM NO. 1
GOAB Switches

TO: City Council
Webster City, Iowa

FROM: Bidders Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders, the Notice of Public Hearing, and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Webster City, Iowa as detailed in the specifications. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within thirty (30) days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Webster City, in strict conformance with the specifications and Bidding Documents, to-wit:

Item No.	Qty	Description	Unit Price	Extended Price
A	9	GOAB Switch, 69 kV, 3Ø, 2000 A, vertical break, horizontal mount, arcing horns (ea.)	\$ _____	\$ _____
B	1	GOAB Switch, 69 kV, 3Ø, 1200 A, vertical break, horizontal mount, arcing horns (ea.)	\$ _____	\$ _____
TOTAL BID:				\$ _____

GOAB Switch Manufacturer and Location: _____

GOAB Switch Dimensions: (Attach a sketch of the proposed switch configuration with all dimensions and weights.)

Approximate Weight of GOAB Switch: _____

Recommended Spare Parts: _____

Delivery Date: _____

Bidder Status Form Enclosed _____

Bid Security Enclosed _____

* All materials shall be F.O.B. Webster City, Iowa.

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2024

Bidder_____

Address_____

Authorized Officer_____

Signature_____

Title_____

Telephone Number_____

E-Mail_____

BID FORM NO. 2
Lightning Arresters

TO: City Council
Webster City, Iowa

FROM: Bidders Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders, the Notice of Public Hearing, and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Webster City, Iowa as detailed in the specifications. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within thirty (30) days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Webster City, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
A	6	Lightning Arrester, 48 kV MCOV, 1Ø, station class (ea.)	\$ _____	\$ _____
TOTAL BID:				\$ _____

Lightning Arrester Manufacturer and Location: _____

Approximate Weight of Lightning Arrester: _____

Delivery Date: _____

Bidder Status Form Enclosed _____

Bid Security Enclosed _____

* All materials shall be F.O.B. Webster City, Iowa.

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2024

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Telephone Number _____

E-Mail _____

BID FORM NO. 3
Potential Transformers

TO: City Council
Webster City, Iowa

FROM: Bidders Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders, the Notice of Public Hearing, and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Webster City, Iowa as detailed in the specifications. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within thirty (30) days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Webster City, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item No.</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
A	8	Potential Transformer, 69 kV, 1Ø (ea.)	\$_____	\$_____
TOTAL BID:				\$_____

Potential Transformer Manufacturer and Location:_____

Potential Transformer Dimensions: (Attach a sketch of the proposed PT configuration with all dimensions and weights.)

Approximate Weight of Potential Transformer:_____

Delivery Date:_____

Bidder Status Form Enclosed _____

Bid Security Enclosed _____

* All materials shall be F.O.B. Webster City, Iowa.

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2024

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Telephone Number _____

E-Mail _____

BID FORM NO. 4
Cable Trench

TO: City Council
Webster City, Iowa

FROM: Bidders Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders, the Notice of Public Hearing, and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Webster City, Iowa as detailed in the specifications. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within thirty (30) days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Webster City, in strict conformance with the specifications and Bidding Documents, to-wit:

Item No.	Qty	Description	Unit Price	Extended Price
A	120	Cable Trench, (30"Wx16"D), pedestrian rated, with fiber reinforced concrete lid and ground clips (ft.)	\$ _____	\$ _____
B	4	Bollards (ea.)	\$ _____	\$ _____
TOTAL BID:				\$ _____

Cable Trench Manufacturer and Location: _____

Cable Trench Dimensions: (Attach a sketch of the proposed cable trench configuration with all dimensions and weights.)

Delivery Date: _____

Bidder Status Form Enclosed _____

Bid Security Enclosed _____

* All materials shall be F.O.B. Webster City, Iowa.

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2024

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Telephone Number _____

E-Mail _____

BID FORM NO. 5
Power Cable

TO: City Council
Webster City, Iowa

FROM: Bidders Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders, the Notice of Public Hearing, and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Webster City, Iowa as detailed in the specifications. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within thirty (30) days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Webster City, in strict conformance with the specifications and Bidding Documents, to-wit:

Item No.	Qty	Description	Unit Price	Extended Price
A	120	Power Cable, 15 kV, (6) 750 kcmil Cu., Shielded (ft.)	\$ _____	\$ _____
TOTAL BID:				\$ _____

Power Cable Manufacturer and Location: _____

Delivery Date: _____

Bidder Status Form Enclosed _____

Bid Security Enclosed _____

* All materials shall be F.O.B. Webster City, Iowa.

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2024

Bidder_____

Address_____

Authorized Officer_____

Signature_____

Title_____

Telephone Number_____

E-Mail_____

BID FORM NO. 6
Structural Steel

TO: City Council
Webster City, Iowa

FROM: Bidders Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders, the Notice of Public Hearing, and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Iowa upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Webster City, Iowa as detailed in the specifications. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within thirty (30) days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the following material to City of Webster City, in strict conformance with the specifications and Bidding Documents, to-wit:

Item No.	Qty	Description	Unit Price	Extended Price
A	2	Steel, 69 kV Deadend H-frame (ea.)	\$ _____	\$ _____
B	2	Steel, 69 kV Deadend H-frame, single leg only with future mounting provisions (ea.)	\$ _____	\$ _____
C	1	Steel, Shield Tower (ea.)	\$ _____	\$ _____
D	8	Steel, 69 kV GOAB low switch support, double leg (ea.)	\$ _____	\$ _____
E	3	Steel, 69 kV GOAB high switch support, double leg (ea.)	\$ _____	\$ _____
F	6	Steel, Insulator Bracket (ea.)	\$ _____	\$ _____
G	6	Steel, 69 kV 3Ø Bus Support, double leg, 45° (ea.)	\$ _____	\$ _____
H	2	Steel, 69 kV 3Ø PT Support, double leg (ea.)	\$ _____	\$ _____
I	1	Steel, 69 kV 1Ø PT Support, single leg (ea.)	\$ _____	\$ _____
J	15	Grounding platform (ea.)	\$ _____	\$ _____
K	6	Anchor Bolt Cage, w/(8) 1-1/2" diameter anchor bolts, 4'-11" long, with nuts and washers, shipped assembled with templates	\$ _____	\$ _____
L	1	Anchor Bolt Cage, w/(4) 1-1/4" diameter anchor bolts, 3'-11" long, with nuts and washers, shipped assembled with templates	\$ _____	\$ _____
M	34	Anchor Bolt Cage, w/(4) 3/4" diameter anchor bolts, 2'-5" long, with nuts and washers, shipped assembled with templates	\$ _____	\$ _____
N	5	Anchor Bolt Cage, w/(4) 1" diameter anchor bolt, 3'-3" long, with nuts and washers, shipped unassembled with templates	\$ _____	\$ _____

Item No.	Qty	Description	Unit Price	Extended Price
O	1	Delivery	\$ _____	\$ _____
P	1	Fabrication Drawings	\$ _____	\$ _____
TOTAL BID:				\$ _____

Steel Manufacturer and Location: _____

Approximate Weight of Steel: _____

Delivery Date: _____

Anchor Bolt Cages _____

Steel Structures _____

Bidder Status Form Enclosed _____

Bid Security Enclosed _____

* All materials shall be F.O.B. Webster City, Iowa.

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ____ day of _____, 2024

Bidder_____

Address_____

Authorized Officer_____

Signature_____

Title_____

Telephone Number_____

E-Mail_____

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

(seal)
Contractor's Name and Corporate Seal

(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:

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Materials shall be supplied as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter's Laboratory.

1.02 CONTRACT AWARD:

- A. The Owner will award one (1) contract for each of the following: GOAB Switches, Lightning Arresters, Potential Transformers, Cable Trench, Power Cable, and Structural Steel as deemed in the best interest of the Owner. The following dates represent the proposed schedule for this Contract:

April 23, 2024	Bid Opening
May 6, 2024	City Council Awards Contract
May 7, 2024	Notice of Award Issued
May 21, 2024	Supplier furnishes bonds and signs contract(s)
June 14, 2024*	Contract executed by Owner
June 19, 2024	Drawing Submittal
September 15, 2024 (no later than)	Delivery of Cable Trench
March 15, 2025 (no later than)	Delivery of Structural Steel
March 31, 2025 (no later than)	Delivery of Lightning Arresters
April 15, 2025 (no later than)	Delivery of Potential Transformers
May 15, 2025 (no later than)	Delivery of GOAB Switches
June 15, 2025 (no later than)	Delivery of Power Cable

* Date subject to change.

Delivery of substation materials is desired to be no later than dates listed above, respectively. Based on current material availability, both later and earlier delivery dates will be considered by the Owner.

1.03 SUBMITTALS:

- A. In addition to any drawings and data submitted with the bid, the Supplier, after award of the contract and before proceeding with the manufacture of the material, shall furnish the Engineer electronic copies of all design calculations, data sheets and drawings covering the design and installation of the material for approval.
- B. The Supplier shall submit outline, layout, detailed, and wiring drawings of the material as applicable for approval. All drawings shall be approved prior to fabrication.
- C. The Supplier shall supply to the Engineer an electronic copy in .pdf and an AutoCAD compatible format of each of the above-mentioned drawings for all submittals.
- D. Drawings submitted shall be in 11 x 17 format.
- E. Drawings shall be transmitted with a cover letter and such letter shall indicate the number of copies forwarded to the Engineer.
- F. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.
- G. Shop drawings for all material shall be submitted within 6 weeks of award.
- H. Allow 2-3 weeks for the Engineer's review of the shop drawings.
- I. See the Technical Specifications for additional submittal requirements.

1.04 SHIPPING AND ASSEMBLY PROCEDURES:

- A. The Bid(s) shall include F.O.B to the project location in Webster City, IA. The project site address is as follows:

Reisner Substation
City of Webster City
OFFICIAL ADDRESS TO BE DETERMINED
Webster City, IA 50595

- B. Supplier shall notify the Owner and Engineer when equipment is ready for shipment **at least 7 days prior to delivery**. In addition, seller shall advise the Engineer of method of shipment, projected routing and estimated time in shipment.
- C. Supplier shall notify the Electric Utility Supervisor or Utility Technician by telephone when equipment is ready for shipment, **AT LEAST 48 HOURS PRIOR TO DELIVERY**. Contact information is provided at the beginning of this document.
- D. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.
- E. Deliveries Accepted: Monday-Friday, 8:00 AM – 4:00 PM, working days only.
- F. The supplier shall investigate all limitations in regard to shipping the equipment. The equipment shall be shipped as completely assembled as transportation limits allow.
- G. Supplier shall also coordinate delivery in advance with the substation construction Contractor to ensure the Contractor can schedule to be on-site during delivery of the equipment.
- H. The Supplier shall coordinate delivery locations with the Owner and Engineer.

1.05 INSURANCE REQUIREMENTS:

- A. **Casualty Insurance** - Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.
- B. **Risk of Loss** - Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Owner accepts the Equipment.

1.06 WARRANTY:

- A. A warranty package shall be furnished with the substation material. The warranty shall be in effect for 18 months after date of delivery as part of this proposal.
- B. The warranty shall be comprehensive, without deductibles, and shall cover all equipment supplied by the Bidder, whether or not it was manufactured by the Bidder.

- C. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.

1.07 TERMS AND CONDITIONS:

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid. **Any terms or conditions submitted with the Bid other than the terms or conditions herein listed shall be grounds for disqualification of bid. All additional costs required to meet this specification shall be deemed to be included in the base price.**

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS

GOAB SWITCHES

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this section.
- B. Work under this Section includes furnishing and delivering the GOAB switches as herein specified and shown on the Drawings.
- C. It will be assumed that the manufacturer is quoting in strict conformance with these specifications unless the quotation includes a statement and description of proposed exceptions.
- D. Work performed by Others:
 - 1. Unloading and installation of GOAB switches.

1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Dimensions.
 - 2. Descriptive data.
 - 3. Performance data.
- C. In addition, the successful bidder shall, under separate cover, furnish electronic copies of certified "record" drawings in AUTOCAD and PDF format.

1.03 PAYMENT:

- A. Payment shall be at the unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. See General Requirements Section.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

A. Vertical Break Switches:

1. Southern States – Type “EV-2”.
2. USCO – Type “AVR”.
3. SEECO – Type “VIPA”.
4. Pascor – Type “VPBA”.
5. Or Engineer approved equal prior to bid.

2.02 GOAB SWITCH CONSTRUCTION:

A. Switches to include the following:

1. Vertical break opening.
2. Group operated, 3-poles.
3. Mounting: Horizontal.
4. Insulators shall be supplied with the switches.
 - a. Acceptable manufacturers:
 - (1) Lapp.
 - (2) NGK Locke.
 - (3) Victor.
 - (4) Or Approved equal.
 - b. Post insulator construction:
 - (1) Shall be station post type.
 - (2) Single-piece porcelain body.
 - (3) Standard strength.
 - (4) Four (4) UNC standard bolt holes on standard bolt circle.

- (5) Color: ANSI No. 70 light gray.
- (6) Exposed metal shall be galvanized.
- (7) Minimum Ratings:

Nominal voltage	69 kV
Basic Insulation Level (BIL)	350 kV
Minimum impulse flashover, pos	39 kV
Leakage distance	72 in.
Maximum design cantilever	1500 lb
Technical Reference Number (TR)	286
Bolt circle	3 in.

- 5. Fittings and blades: aluminum, copper, or bronze.
- 6. Contacts: Silver to silver.
- 7. Swing type operating handle.
- 8. Outboard and guide bearings.
- 9. Pipe extension.
- 10. Interphase rods.
- 11. Padlocking provisions for “open” and “closed” positions.
- 12. Grounding: Braided copper grounding strap and clamps.
- 13. Switch base: Metal with sufficient stiffness to prevent excessive deflection when mounted and operated on the supporting structure indicated on the Drawings.
- 14. Steel: Galvanized.
- 15. Steel supporting members: Adequacy shall be verified as per requirements of the supplied switch. Contractor shall be responsible for ensuring the switch supplied will fit and operate properly on the structure specified on the Drawings.
- 16. Metal Indicators:
 - a. Embossed or stamped.
 - b. Installed on vertical operating rod.
 - c. Indicate “open” and “closed” positions.

- d. Size: Approximately 7.5 inches high and 1.5 inches wide.
- e. "Closed" indicator paint color: Red.
- f. "Open" indicator paint color: Green.
- g. Mounting height: Normal eye level.
- h. Positioning: Appropriate indicator shall directly face the operator when the person is in a normal position for operating the switch.

17. Ratings:

Nominal voltage -	69 kV
Basic Insulation Level -	350 kV
Continuous current (transmission or ring) -	2,000 A
Continuous current (transformer) -	1,200 A
Interrupting capability -	Arcing Horn
Momentary withstand current -	61,000 A

2.03 INCIDENTALS:

- A. Furnish incidental items including, but not limited to, miscellaneous hardware and connectors to achieve a complete installation.

PART 3 - EXECUTION

3.01 See General Requirements section.

3.02 ADJUSTMENTS:

- A. Provide services as required to assist with switch adjustment to ensure proper operation of the switch.

* * * END OF SECTION * * *

LIGHTNING ARRESTERS

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this section.
- B. Work under this Section includes furnishing and delivering the lightning arresters as herein specified and shown on the Drawings.
- C. It will be assumed that the manufacturer is quoting in strict conformance with these specifications unless the quotation includes a statement and description of proposed exceptions.
- D. Work performed by Others:
 - 1. Unloading and installation of lightning arresters.

1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Dimensions.
 - 2. Descriptive data.
 - 3. Performance data.
- C. In addition, the successful bidder shall, under separate cover, furnish electronic copies of certified "record" drawings in AUTOCAD and PDF format.

1.03 PAYMENT:

- A. Payment shall be at the unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. See General Requirements Section.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Ohio Brass.
- B. ABB.
- C. Or Engineer approved equal prior to bid.

2.02 LIGHTNING ARRESTER CONSTRUCTION:

- A. Lightning arrester shall include the following:
 - 1. Shall be intermediate class, gapless design.
 - 2. Color: ANSI 70 light gray.
 - 3. End castings shall have NEMA 4 hole line terminals.
 - 4. Base Mountings:
 - a. Tripod configuration.
 - b. Suitable for a vertical or under-hung installation.
 - 5. Shall be polymer.
 - 6. Ratings:

Nominal voltage -	69 kV
Duty cycle rating -	60 kV
MCOV rating -	48 kV
Bolt circle mounting -	8.75 in.

PART 3 - EXECUTION

3.01 See General Requirements section.

* * * END OF SECTION * * *

POTENTIAL TRANSFORMERS

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this section.
- B. Work under this Section includes furnishing and delivering the potential transformers (PTs) as herein specified and shown on the Drawings.
- C. It will be assumed that the manufacturer is quoting in strict conformance with these specifications unless the quotation includes a statement and description of proposed exceptions.
- D. Work performed by Others:
 - 1. Unloading and installation of PTs.

1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Dimensions.
 - 2. Descriptive data.
 - 3. Performance data.
 - 4. Electrical schematics.
 - 5. Ratio correction factor and phase angle curves.
- C. In addition, the successful bidder shall, under separate cover, furnish electronic copies of certified "record" drawings in AUTOCAD and PDF format.

1.03 PAYMENT:

- A. Payment shall be at the unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. See General Requirements Section.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Trench type "UT5".
- B. Kuhlman/ABB/Hitachi.
- C. Instrument Transformer Equipment Corporation.
- D. Ritz.
- E. GE.
- F. Or Engineer approved equal prior to bid.

2.02 POTENTIAL TRANSFORMER CONSTRUCTION:

- A. Potential transformers shall include the following:
 - 1. Single phase, 60 Hz, outdoor type in accordance with ANSI C57.13, except as modified in this specification.
 - 2. Shall meet all ANSI and IEC metering and protection class accuracies.
 - 3. Hermetically sealed using nitrile rubber gaskets.
 - 4. Head shall be made of corrosion resistant aluminum and polyester powder coated.
 - 5. Compensation for oil expansion shall be through the use of a dry nitrogen cushion.
 - 6. Secondary shall have two windings, each provided with a tap for secondary voltages. Ratios shall be as listed in this specification.
 - 7. Primary rating shall be as specified, for connection to a nominal 69 kV line or bus. The PTs shall have the following ratings:

System voltage (kV)-	69
MCOV, L-L (kV)	72.5
Basic Insulation Level (BIL) (kV) -	350
Primary voltage rating, L-G (kV) -	40.25
Voltage ratio, both secondaries -	350/600:1
Rated secondary (Volts) -	115/67.08
Accuracy and burden rating -	0.3 ZZ
Thermal rating (VA) -	5000
Creepage distance (in) -	52

Strike distance (in) -	23
Induced voltage (kV) -	140

8. Metering accuracy class shall be 0.3 with burdens W, X, Y, Z, and ZZ.
9. Insulating oil shall be the manufacturer's standard product and certified PCB free.
10. Ground pad shall be provided suitable for a NEMA 2-hole connector.
11. Bushings:
 - a. Porcelain.
 - b. Color: Gray.
 - c. Connector: NEMA 4-hole spade.
12. Insulating oil shall be the manufacturer's standard product and certified PCB free.
13. Magnetic oil level gauge shall be provided.
14. Oil filling plug with nitrogen filling valve and oil drain valve shall be included.
15. Cabinet heaters shall be provided as required to minimize condensation in the enclosure.
16. Lifting holes or ears shall be provided on the base.
17. Include a 5 kV neutral bushing with removable copper strap for testing the single bushing unit.

PART 3 - EXECUTION

3.01 See General Requirements section.

* * * END OF SECTION * * *

CABLE TRENCH

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this section.
- B. Work under this Section includes furnishing and delivering the cable trench and bollards as herein specified and shown on the Drawings.
- C. It will be assumed that the manufacturer is quoting in strict conformance with these specifications unless the quotation includes a statement and description of proposed exceptions.
- D. Work performed by Others:
 - 1. Unloading and installation of trench materials.

1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Dimensions.
 - 2. Descriptive data.
- C. In addition, the successful bidder shall, under separate cover, furnish electronic copies of certified "record" drawings in AUTOCAD and PDF format.

1.03 PAYMENT:

- A. Payment shall be at the unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. See General Requirements Section.

1.05 REFERENCES:

- A. National Electric Manufacturers Association (NEMA)
- B. National Electric Safety Code (NESC), current edition.

- C. National Electric Code (NEC)

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Trenwa Products, Inc.
- B. Synertech Plastibeton Channel System (Oldcastle Precast).
- C. Concast, Inc.
- D. Or Engineer approved equal prior to bid.

2.02 CABLE TRENCH:

- A. Provide manufacturers standard dimensional sections as shown on the Drawings. Manufacturer's sections shall have sidewalls and floor reinforcements.
- B. Designated road crossing points shall use HS20 rated trench to allow heavy traffic crossing. Road crossings shall be clearly marked as such on each end.
- C. Trench routed throughout yard shall be pedestrian rated with light-weight fiber reinforced concrete lids. Lids shall fit flat and true with no gaps greater than 3/8" all around. Each lid section shall have means for grasping by hand for removal. Lids shall be suitable as a pedestrian walkway, not abnormally slippery when wet or snow covered.
- D. Provide manufacturer recommended cable clips for holding the 4/0 AWG ground wire routed inside the trench. The ground wire shall be installed just below the lid and supported a minimum of every 5 feet.
- E. End caps shall be provided where required from a complete installation.
- F. Corner protectors shall be provided at all intersection corners to prevent cable abrasion with trench corners.
- G. Bollards shall be provided as required:
 - 1. Shall be a 4", yellow, concrete filled post that is a minimum 78" long with cap.

PART 3 - EXECUTION

3.01 See General Requirements Section.

* * * END OF SECTION * * *

POWER CABLE

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this section.
- B. Work under this Section includes furnishing and delivering the power cable as herein specified and shown on the Drawings.
- C. It will be assumed that the manufacturer is quoting in strict conformance with these specifications unless the quotation includes a statement and description of proposed exceptions.
- D. Work performed by Others:
 - 1. Unloading and installation of power cable.

1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Material cut sheets.

1.03 PAYMENT:

- A. Payment shall be at the unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. See General Requirements Section.

1.05 REFERENCES:

- A. Insulated Cable Engineers Association (ICEA) Standards Publication No S-97-682 – Standard for Utility Shielded Power Cables Rated 5 kV Through 46 kV.

PART 2 - PRODUCTS

2.01 MEDIUM VOLTAGE POWER CABLE:

- A. Power cables shall be stranded, single conductor, shielded type, 15 kV power cable, size and material as shown on the Bid Form.
- B. Conductor shall be equipped with an extruded semi-conducting strand shield .006 inch thickness, .220 inch of extruded ethylene propylene rubber insulation.
- C. Insulation shielding shall be semi-conducting plastic with copper tape shield.
- D. Entire cable shall be fitted with a moisture and abrasion resistant jacket.
- E. Conductor shall be rated for 105 degrees C. continuous operation.
- F. Acceptable manufacturers:
 - 1. Okonite "Okoguard Okoseal type MV-105".
 - 2. Kerite "Kerite Permashield SPS".
 - 3. No other equal.

PART 3 - EXECUTION

3.01 See General Requirements section.

* * * END OF SECTION * * *

STRUCTURAL STEEL

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this section.
- B. Work under this Section includes furnishing and delivering the substation steel structures as herein specified and shown on the Drawings.
- C. It will be assumed that the manufacturer is quoting in strict conformance with these specifications unless the quotation includes a statement and description of proposed exceptions.
- D. Structure anchor bolts are required on site August 5, 2024.
- E. Structures are required on site by March 15, 2025.
- F. Work performed by Others:
 - 1. Unloading and installation of structural steel.

1.02 SUBMITTALS:

- A. See General Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Dimensions.
 - 2. Descriptive data.
 - 3. Performance data.
 - 4. Dimensional tolerances.
 - 5. Structural design calculations.
 - 6. Calculated shipping weight of each structure excluding anchor bolts.
- C. In addition, the successful bidder shall, under separate cover, furnish electronic copies of certified "record" drawings in AUTOCAD and PDF format.

- D. Drawing titles shall clearly indicate Webster City Reisner Substation, purchase order number, the structure type identification and such other notations as shall be necessary to properly identify drawings with this specification and contract.

1.03 PAYMENT:

- A. Payment shall be at the unit prices as shown on the Bid Form.

1.04 WARRANTY:

- B. See General Requirements Section.

1.05 REFERENCES:

- A. Steel structures shall comply with the following documents:
 - 1. National Electric Safety Code, current edition and revision.
 - 2. STM Specification A123, current edition and revision.
 - 3. AST Specification A153, current edition and revision.
 - 4. ASCE Substation Structure Design Guide No. 113, 1st edition.
 - 5. AISC (American Institute of Steel Construction) – Specification for Structural Steel Buildings, Allowable Stress Design (ASD). (9th Edition).
 - 6. AISC (American Institute of Steel Construction) – Code of Standard Practice for Structural Steel Buildings and Bridges. (March 7, 2000).
 - 7. AISC (American Institute of Steel Construction) – Seismic Provisions for Structural Steel Buildings.
 - 8. ASTM A36 – Carbon Structural Steel.
 - 9. ASTM A53 – Pipe, Steel, Black, Welded and Seamless.
 - 10. ASTM A325 – Structural Bolts, Steel, Heat-Treated.
 - 11. ASTM A500 – Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - 12. ASTM A563 – Carbon and Alloy Steel Nuts.
 - 13. ASTM A992 – Structural Steel Beams.
 - 14. AWS A2.4 (American Welding Society) – Standard Symbols for Welding, Brazing, and Nondestructive Examination.

15. AWS D1.1 (American Welding Society) – Structural Welding Code – 70XX.
16. RCSC (Research Council on Structural Connections) – Specification for Structural Joints Using ASTM A325 or ASD.
17. SSPC (Steel Structures Painting Council) – Steel Structures Painting Manual, Volumes 1 and 2.
18. UL (Underwriters Laboratory, Inc.) – Fire Resistance Directory.
19. WH (Warnock Hersey) – Certification Listings.

PART 2 - PRODUCTS

2.01 ACCEPTABLE SUPPLIERS:

- A. Suppliers shall have significant experience designing and furnishing steel structures for high-voltage electrical substation projects.
- B. Acceptable Manufacturers:
 1. Dis-Tran.
 2. Falcon Steel.
 3. Galvanizers, Inc.
 4. Klute, Inc.
 5. Valmont Industries, Inc.
 6. V&S Schuler.
 7. Or Engineer approved equal prior to bid.

2.02 STEEL STRUCTURES CONSTRUCTION:

- A. General:
 1. Shall be of size and type as indicated in the attached Drawings.
 2. Steel and hardware shall be galvanized.
 3. Supplier shall verify supplied steel is adequate for supplied equipment installed on steel structure.

4. Supplier to provide all hardware to assemble the structures.

B. Structural Considerations:

1. Shall conform to the requirements of ASCE No. 113, except where more rigid requirements are indicated in the plans and specifications.
2. Design loading shall conform to the requirements of heavy loading conditions as defined by the NESC.

C. Galvanizing:

1. Shall conform to ASTM Specification A123.
2. Shall be galvanized per ASTM Specification A153.
3. Any galvanizing damaged during transportation, unloading, or erection shall be repaired to the satisfaction of the Engineer.

D. Dimensional Tolerances:

1. Shall be noted by Supplier and shall comply with the minimum or fixed requirements with no exceptions.

E. Anchor Bolts and Templates:

1. Supply anchor bolts and templates (top & bottom) for steel structures as shown on the Drawings. The steel structures' footprints shall match the anchor bolt sizes and bolt circles as shown on the Drawings.
2. Galvanized.
3. Anchor bolts and templates for steel structures shall be delivered to site as an assembled cage.
4. Anchor bolt cages shall be handled and transported to the site in a manner which does not result in racking, bending, or twisting of any part of the anchor bolt or any part of the complete anchor bolt assembly.

F. Equipment Mounting:

1. Shall be fastened to structural steel by means of appropriate bolt, locknut, and washers.
2. Steel manufacturer shall supply all mounting materials to match the equipment to be installed. Manufacturer is responsible for quantifying all nuts, bolts, and washers required.

3. Coordinate mounting of supplied equipment with Engineer.

2.03 GROUNDING SWITCH PLATFORM CONSTRUCTION:

- A. Shall be 1/4 inch galvanized steel or aluminum.
- B. Surface shall be non-slip lattice type.
- C. Reinforcing angle of similar material shall be used to provide a solid non-warping ground plate.
- D. Holes for ground connectors shall be drilled prior to any galvanizing.
- E. Platforms shall be open mesh type.
- F. Shape and construction shall be as shown on Drawings.

2.04 INCIDENTALS:

- A. Furnish incidental items including, but not limited to, miscellaneous hardware and connectors to achieve a complete installation.

PART 3 - EXECUTION:

3.01 See General Requirements Section.

* * * END OF SECTION * * *

MATERIAL AGREEMENT

THIS AGREEMENT made as of _____, 20____ between City of Webster City, Iowa (hereinafter called the "Owner"), and _____ (hereinafter called the "Supplier"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1. SCOPE OF WORK.

- A. The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier the equipment in the Bid, __ in strict accordance with the documents entitled "Furnishing Substation Materials - Reisner Substation" for Webster City Municipal Utilities, Webster City, Iowa.

2. THE CONTRACT DOCUMENTS.

- A. The Contract Documents shall consist of this written Agreement, Bid Form, Notice of Public Hearing and Letting, Instructions to Bidders, Addendums issued numbers , Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier's Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the "Contract Documents"). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto. The Unit(s) will be designed, manufactured, tested, shipped, sold and invoiced in accordance with _____ (Supplier) bidding document, revision - _____, dated _____.

3. TIME OF COMPLETION.

- A. The work to be performed under this contract shall be commenced upon execution of this Agreement. Material shall be fully delivered by _____ *[To be updated with Supplier's guaranteed delivery date]*.

4. THE CONTRACT SUM.

- A. The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of \$ _____, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

5. PAYMENT.

- A. Upon shipment of the complete equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety-five percent (95%) of the contract price of the material.
- B. The Owner shall within thirty (30) days after final completion, field testing, required test reports, record drawings, final documentation, and certification by Engineer, pay the Supplier the remaining five percent (5%) of the contract price.

6. LIQUIDATED DAMAGES.

- A. Not applicable.

7. TERMINATION.

- A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement and, that party fails to initiate and diligently pursue a cure to such breach within the seven (7) day period after receiving such written notice. Further, any delay, suspension or termination of an order for convenience will be subject to Supplier's Cancellation and Delay Policy, as attached to Supplier's bid.

8. ASSIGNMENT.

- A. The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

9. PARTIAL INVALIDITY.

- A. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

10. WAIVER.

- A. No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to

forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

11. ENTIRE AGREEMENT.

- A. The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

12. COUNTERPARTS, COPIES SAME AS ORIGINALS, ELECTRONIC AND SCANNED SIGNATURES PERMITTED:

- A. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original. Any photocopies, electronic copies, or scanned copies of this Agreement shall be given full force and effect as the original(s). 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.

13. GOVERNING LAW.

- A. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Hamilton County, State of Iowa or the United States District Court for the State of Iowa. This transaction shall be governed by the laws of the State of Iowa.

14. BOND:

- A. If the total value of this contract exceeds \$25,000, Supplier shall provide a performance bond or supply bond as required by Iowa law valued at 100% of the contract amount.

15. INDEMNIFICATION:

- A. To the fullest extent permitted by law, the Supplier shall defend, indemnify, and hold harmless Owner, its agents, representatives, and employees (Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from or in connection with performance of the work, but only to the extent caused by the negligent acts or omissions of the Supplier, a Sub-supplier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents.

16. INSURANCE REQUIREMENTS

- A. The Supplier shall secure and maintain such insurance policies as specified in the General Requirements of this Contract.

17. NOTICES.

- A. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

City of Webster City

400 Second Street

Webster City, IA 50595

If to Supplier:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

City of Webster City, Iowa

Owner

Supplier

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Appendix

- Cable Trench & Steel Drawings:
 - Cover Sheet
 - Drawing RS-211 – General Structural Notes
 - Drawing RS-220 – Raceway Plan
 - Drawing RS-222 – Raceway Details
 - Drawing RS-350 – Steel Plan
 - Drawing RS-351 – 69 kV Deadend H-Frame Detail
 - Drawing RS-352 – 69 kV Future Deadend H-Frame Detail
 - Drawing RS-353 – Deadend Structural Details
 - Drawing RS-354 – Shield Tower Details
 - Drawing RS-355 – 69 kV Low Switch Support Details
 - Drawing RS-356 – 69 kV High Switch Support Details
 - Drawing RS-357 – Insulator Bracket Details
 - Drawing RS-358 – 69 kV Bus Support Details
 - Drawing RS-359 – 69 kV 3Ø PT Support Details
 - Drawing RS-360 – 69 kV 1Ø PT Support Details
 - Drawing RS-361 – Grounding Platform Details

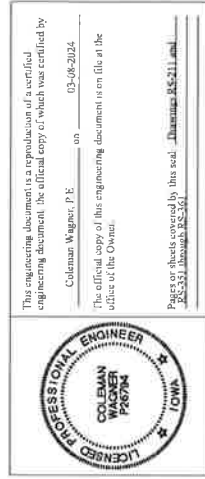
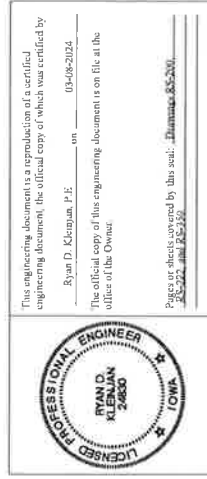
FURNISHING SUBSTATION MATERIALS FOR REISNER SUBSTATION WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA

REISNER SUBSTATION
111 B.D. Millards Ln
Webster City, IA 50595

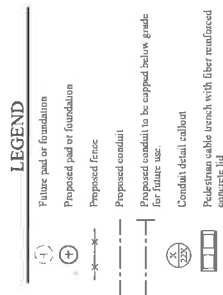


DGR PROJECT NUMBERS: 428403

**ISSUED FOR
MATERIAL BIDS
03-08-2024**



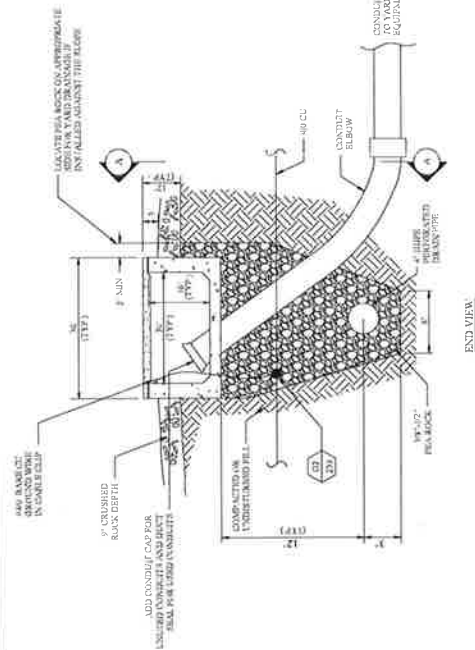
ROCK RAPIDS, IOWA
(712) 472-2331



1 All 2" conduit (Sch 40 PVC in 10' sticks) will be supplied by the Owner. This Contractor shall supply all fittings, sweeps, elbows, couplers, spacers, terminator, etc.

- | | |
|--|---|
| <p>△ All conductors shall be installed 24" below final saggrade except where noted. All three bare conductors shall be PVC insulated or heavier.</p> <p>△ Verify type and location of all pads, conductors and grounding per supplied equipment. The exact location of conductors will be determined by the Engineer. The Contractor shall obtain drawings or equivalent before installing the conductors.</p> <p>△ The Contractor shall record accurate locations of all underground items (cables, conduits, etc.) and provide them to the Engineer. All items shall be furnished to the Owner upon completion of the project. Conduits runs, cable ground conductors, and other items shall be referenced to the substation fence or other permanent object.</p> <p>△ Install a PVC conduit in the foundation for yard lights on the standard and shield support structures, as required.</p> | <p>△ All conductors for future equipment shall be capped below grade in location shown. A permanent marker consisting of a 2" x 4" shall be driven next to the end of each conductor run, flush with the saggrade. Leave a tap eye in all empty conduits in equipment.</p> <p>△ Conduits for power cables shall be buried 42" minimum below saggrade elevation.</p> <p>△ Contractive shall verify cables with transformer drawings furnished by the Engineer. Contractor to provide strain relief support for the cables in the transformer ATC.</p> <p>△ Conduit for ductbanks shall be PVC type Schedule 40 or heavier. Provide duct spacers as required.</p> |
|--|---|

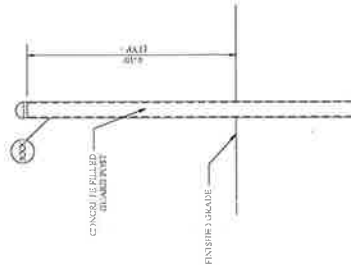
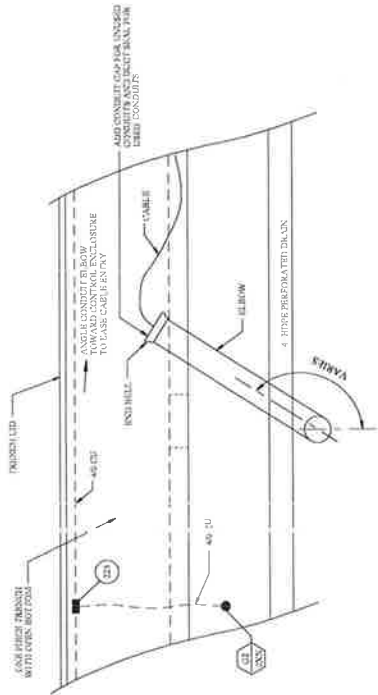
REV	DATE	DESCRIPTION	 DGR ENGINEERING	Project Manager: ADK Designer: KEB Project Number: 428403 Printer: (712) 472-2331	WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA	RACEWAY PLAN REISNER SUBSTATION	S H E E T
A	04/04/2024	P001.MXD					
N	04/04/2024	ISSUED FOR ALTIMETRIUM					



CABLE TRENCH WITH DRAIN PIPE DETAIL

NTS

SECTION A-A



TYPICAL CONDUIT RISER TO STEEL STRUCTURE

NTS

GUARD POST DETAIL

NTS

NO.	DATE	DESCRIPTION
-----	------	-------------

A	07-01-2024	PRELIMINARY
---	------------	-------------

B	07-01-2024	DESIGNED FOR ALTERNATIVE
---	------------	--------------------------



Project Manager: ADK

Designer: KDB

Project Number: 428403

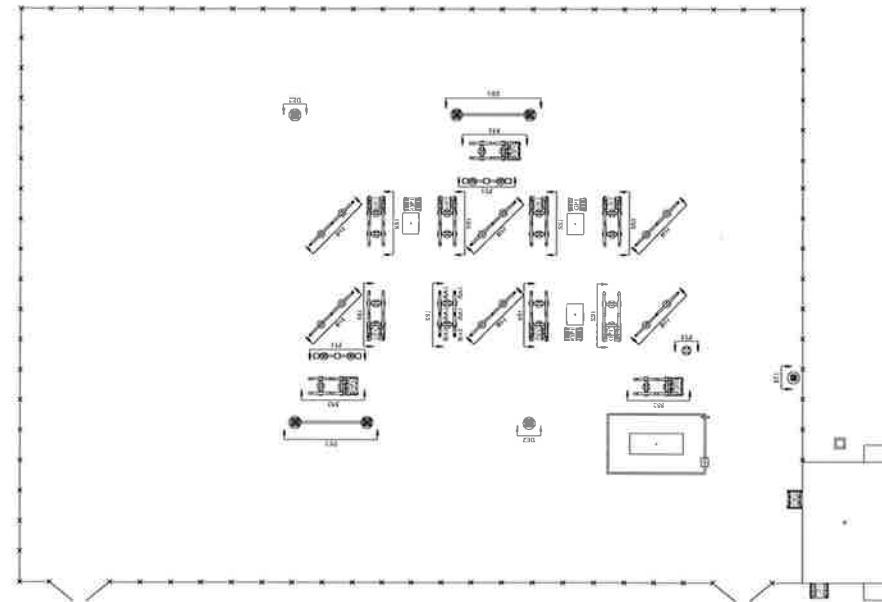
Phone: (712) 472-5311

WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA

RACEWAY DETAILS
REISNER SUBSTATION

RS-222

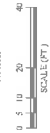
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STRUCTURAL STEEL SCHEDULE			
ITEM	DESCRIPTION	QUANTITY	
		TABLE	MARK
101	10" WIDE 10" DEEP 10" FLANGE	1	101
102	10" WIDE 10" DEEP 10" FLANGE	1	102
103	10" WIDE 10" DEEP 10" FLANGE	1	103
104	10" WIDE 10" DEEP 10" FLANGE	1	104
105	10" WIDE 10" DEEP 10" FLANGE	1	105
106	10" WIDE 10" DEEP 10" FLANGE	1	106
107	10" WIDE 10" DEEP 10" FLANGE	1	107
108	10" WIDE 10" DEEP 10" FLANGE	1	108
109	10" WIDE 10" DEEP 10" FLANGE	1	109
110	10" WIDE 10" DEEP 10" FLANGE	1	110
111	10" WIDE 10" DEEP 10" FLANGE	1	111
112	10" WIDE 10" DEEP 10" FLANGE	1	112
113	10" WIDE 10" DEEP 10" FLANGE	1	113
114	10" WIDE 10" DEEP 10" FLANGE	1	114
115	10" WIDE 10" DEEP 10" FLANGE	1	115
116	10" WIDE 10" DEEP 10" FLANGE	1	116
117	10" WIDE 10" DEEP 10" FLANGE	1	117
118	10" WIDE 10" DEEP 10" FLANGE	1	118
119	10" WIDE 10" DEEP 10" FLANGE	1	119
120	10" WIDE 10" DEEP 10" FLANGE	1	120

LEGEND

- Proposed pad or foundation
- Proposed fence
- Steel elevation detail view callout



DATE: 04-17-2024
BY: [Signature]

PROJECT: REISNER SUBSTATION

DESIGNED FOR: [Signature]

PROJECT MANAGER: ADK

DESIGNER: KEB

PROJECT NUMBER: 428403

PHONE: (712) 472-5531

Project Manager: ADK
Designer: KEB
Project Number: 428403
Phone: (712) 472-5531

WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA

STEEL PLAN
REISNER SUBSTATION

RS-350

REV	DATE	DESCRIPTION	 DGR ENGINEERING	Project Manager: ADK Designer: CWW Project Number: 428403 Phone: (712) 472-2531	WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA	69 kV FUTURE DEADEND H-FRAME DETAIL REISNER SUBSTATION	RS-352	
	A	04-01-2024						PRELIMINARY
	B	04-08-2024						15% (3) FOR MATERIAL BIDS

Sheet Notes

1. See sheet RS-211 for Structural Steel Notes.
2. See detail 8/353 for anchor bolt details.

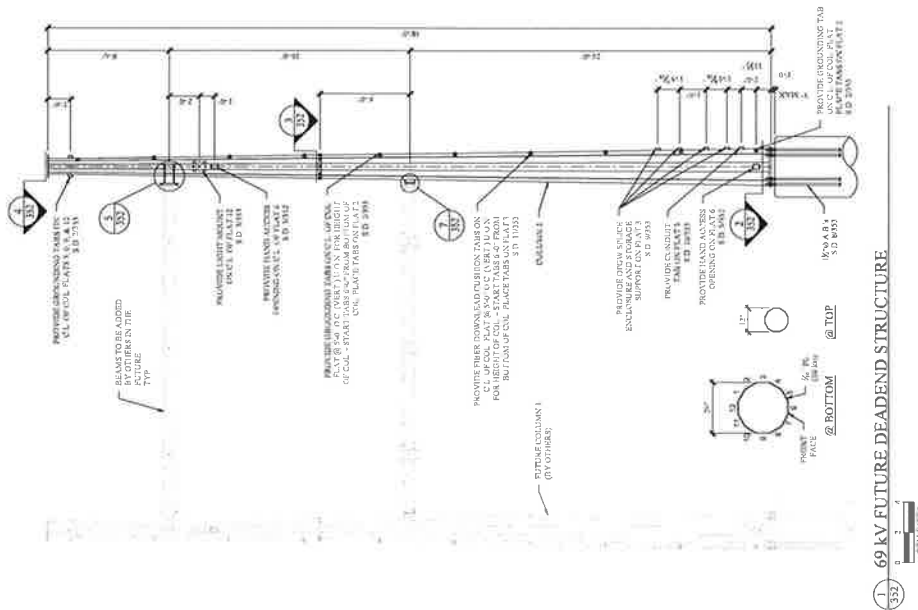
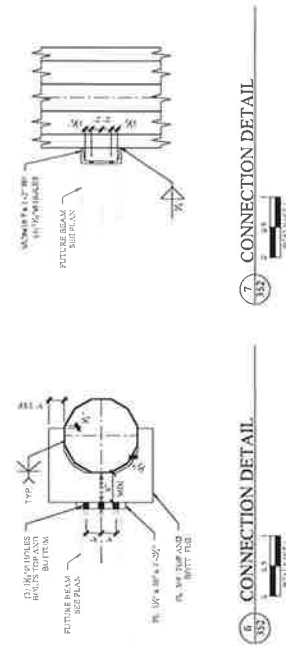
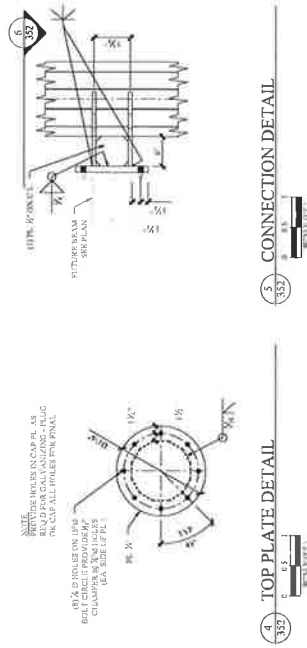
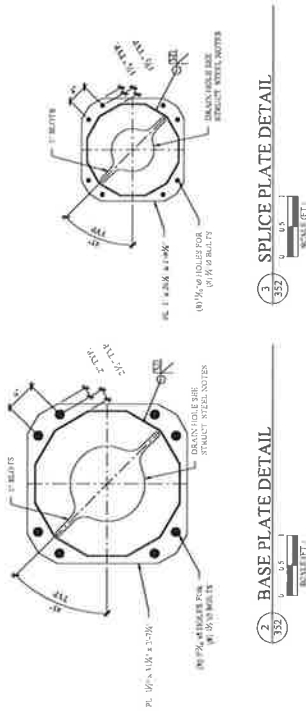
Design Criteria:

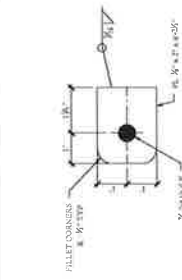
NESC Heavy (w/o OCF's)
Conductors 2500 lbs
E.H.S. 2000 lbs

NESC Extreme Wind (w/o OCF's)

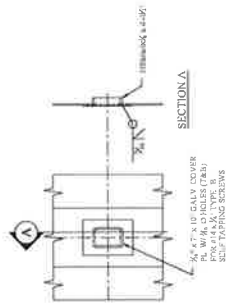
Design line angle:
 $\pm 15^\circ$ from plan

Structure designed as full dendroid.

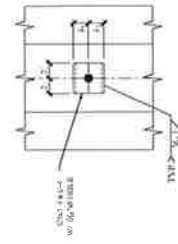




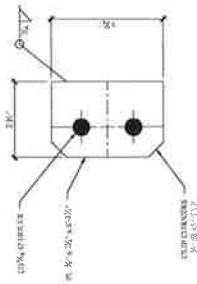
1. GROUND TAB DETAIL
SCALE: 1/8\"/>



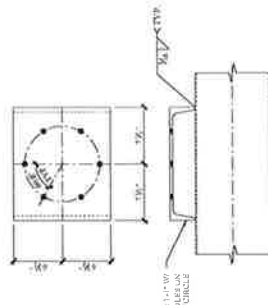
2. HAND ACCESS OPENING DETAIL
SCALE: 1/8\"/>



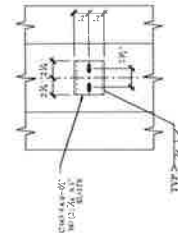
3. OPGW SPLICING STORAGE DETAIL
SCALE: 1/8\"/>



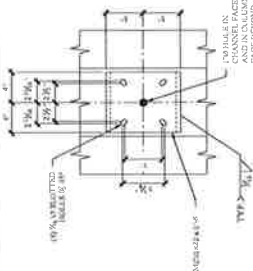
4. GROUND TAB DETAIL
SCALE: 1/8\"/>



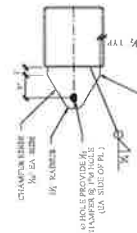
5. ARRESTOR MOUNTING
SCALE: 1/8\"/>



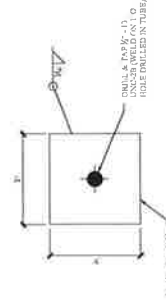
6. CONDUIT TAB DETAIL
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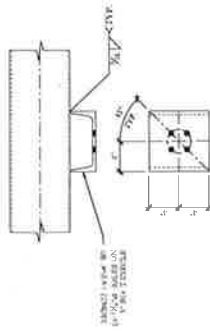
7. LIGHT MOUNT
SCALE: 1/8\"/>



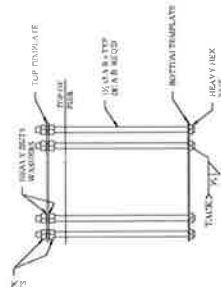
8. VANG DETAIL
SCALE: 1/8\"/>



9. FIBER DOWN LEAD TAB DETAIL
SCALE: 1/8\"/>



10. INSULATOR ATTACHMENT
SCALE: 1/8\"/>



11. ANCHOR BOLT ASSEMBLY DETAIL
SCALE: 1/8\"/>

Sheet Notes:

- Verify mounting details with the Engineer during shop drawing review process

Key Notes:

- Anchor bolts and templates are to be furnished by steel supplier. Ship as an assembled cage.
- All anchor bolts to be F1554 GR. 55 and shall have S1 certification to be weldable.



SANDMAN
Structural Engineers
1000 West 10th Street, Suite 100
Des Moines, IA 50319
Phone: 515.281.1111
Fax: 515.281.1112

REV	DATE	DESCRIPTION	BY	CHK	APP
A	01/14/2014	PRELIMINARY			
B	01/14/2014	ISSUED FOR CONSTRUCTION			

Project Manager: ADK
Designer: CVW
Project Number: 428403
Phone: (712) 472-2551

DEADEND STRUCTURAL DETAILS
REISNER SUBSTATION

RS-353

Sheet Notes:

1. See sheet RS-211 for Structural Steel Notes
2. See detail 9/354 for anchor bolt details.

Design Criteria:

NESC Heavy (w/o OCF's)
EHS 1000 lbs

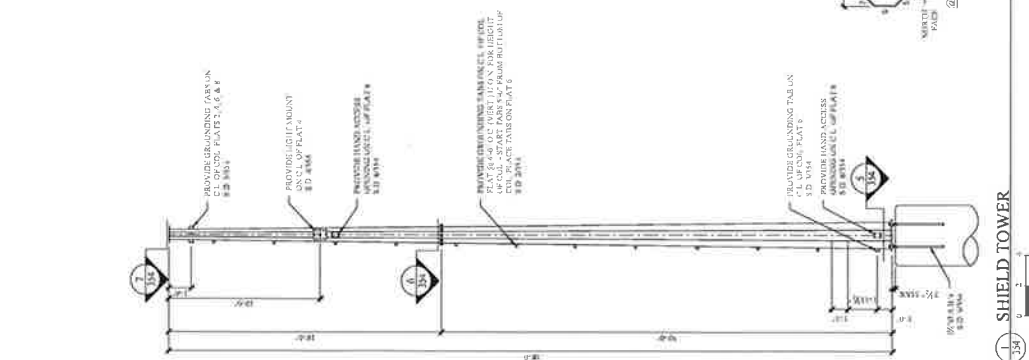
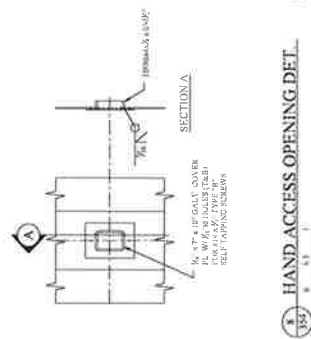
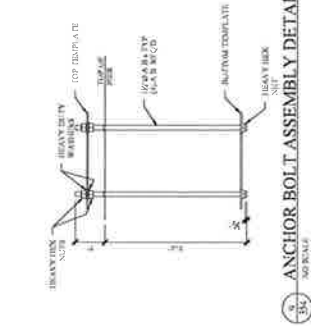
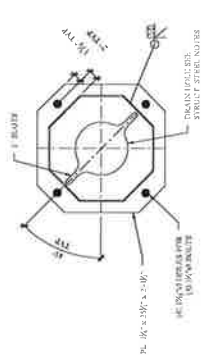
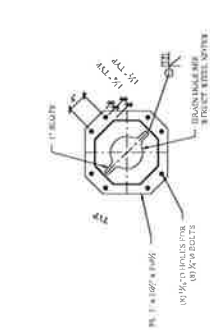
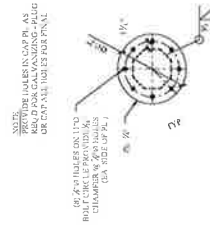
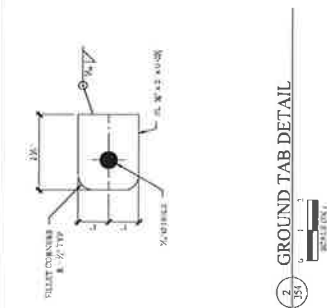
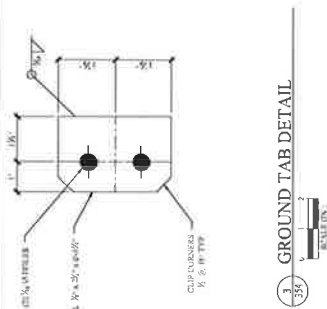
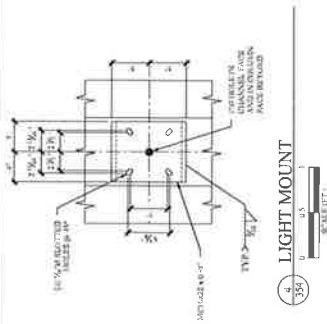
NESC Extreme Wind (w/o OCF's)
EHS 700 lbs

Design line angle:
 $\pm 15^\circ$ from plan

Structure designed as full deadend.

Key Notes:

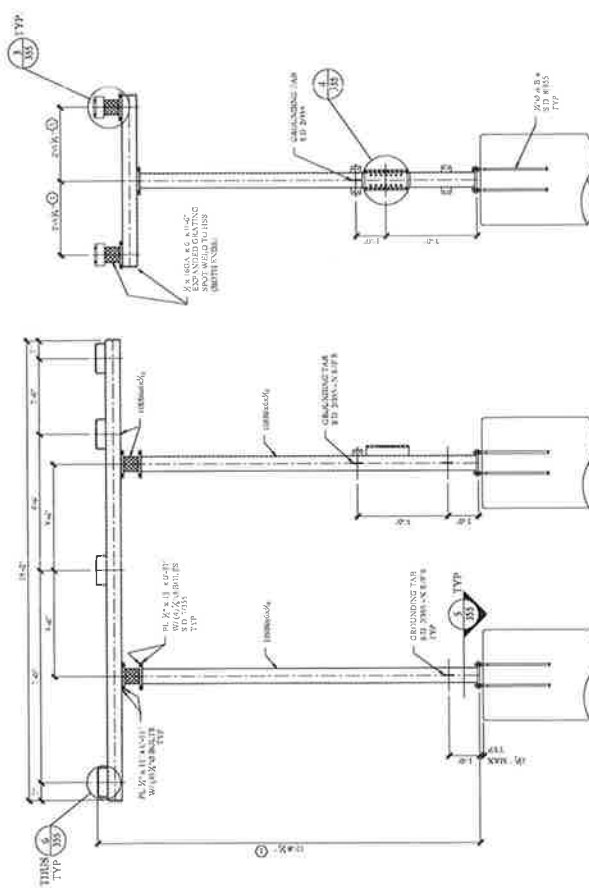
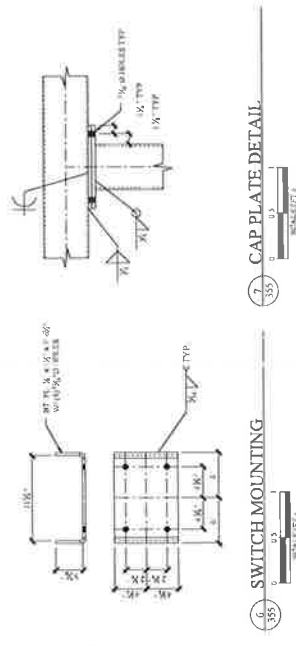
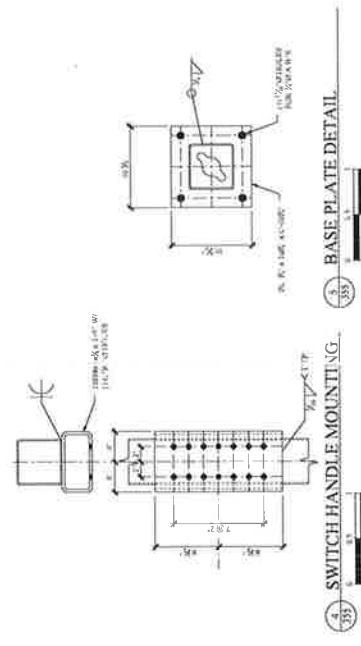
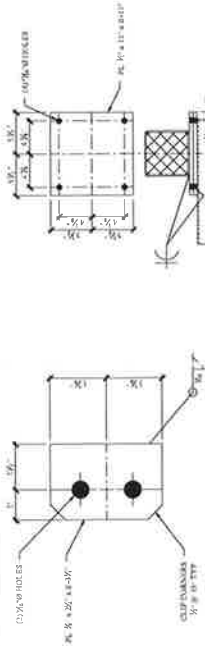
- ① Anchor bolts and templates are to be furnished by steel supplier. Slip as an assembled cage.
- ② All anchor bolts to be F1554 GR. 55 and shall have S1 certification to be weldable.



Sheet Notes:
1. See sheet RS-211 for Structural Steel Notes.
2. See detail 8/355 for anchor bolt details.
3. Steel manufacturer shall obtain details to coordinate final dimensions before assembling.

Key Notes:

- Verify dimensions with Engineer during shop drawing review process.
- Anchor bolts and templates are to be furnished by steel supplier. Shop as an assembled cage.
- All anchor bolts to be F1554 GR 55 and shall have S1 certification to be weldable.



69 kV 30 LOW SWITCH SUPPORT STRUCTURE



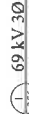
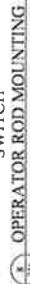
SANDMAN
Structural Engineers
1000 West 10th Street, Suite 200
Des Moines, IA 50319
Phone: (515) 281-1111
Fax: (515) 281-1112

NOV	DATE	DESCRIPTION	PROJECT MANAGER	DESIGNER	PROJECT NUMBER	PHONE	69 kV 30 LOW SWITCH SUPPORT DETAILS REISNER SUBSTATION	RS-355
A	05-01-2024	PRELIMINARY	ADK	CVW	428403		WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA	
B	05-08-2024	ISSUED FOR MATERIAL BIDS				(712) 472-2331		

1. See sheet RS-211 for Structural Steel Notes.
2. See detail 97536 for anchor bolt details.
3. Steel manufacturer shall obtain switch details coordinate final dimensions before assembling.

Key Notes:

- ① Verify dimensions with Engineer during shop drawing review process.
- ② Anchor bolts and templates are to be furnished by steel supplier. Ship as an assembled cage.
- ③ All anchor bolts to be F1554 GR. 55 and shall have \$1 certification to be weldable.



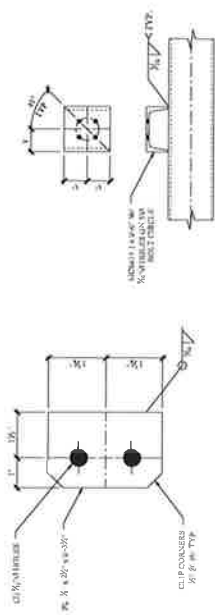
[illegible]

Sheet Notes:

1. See sheet RS-211 for Structural Steel Notes.
2. See detail 6/358 for anchor bolt details.

Key Notes:

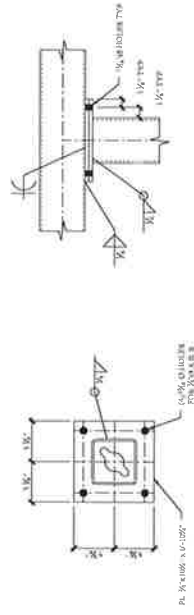
- ① Verify dimensions with Engineer during shop drawing review process.
- ② Anchor bolts and templates are to be furnished by steel supplier. Slup are to be assembled cage.
- ③ All anchor bolts to be F1554 GR. 55 and shall have S1 certification to be weldable.



② GROUND TAB DETAIL



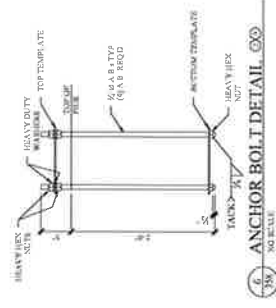
① INSULATOR ATTACHMENT



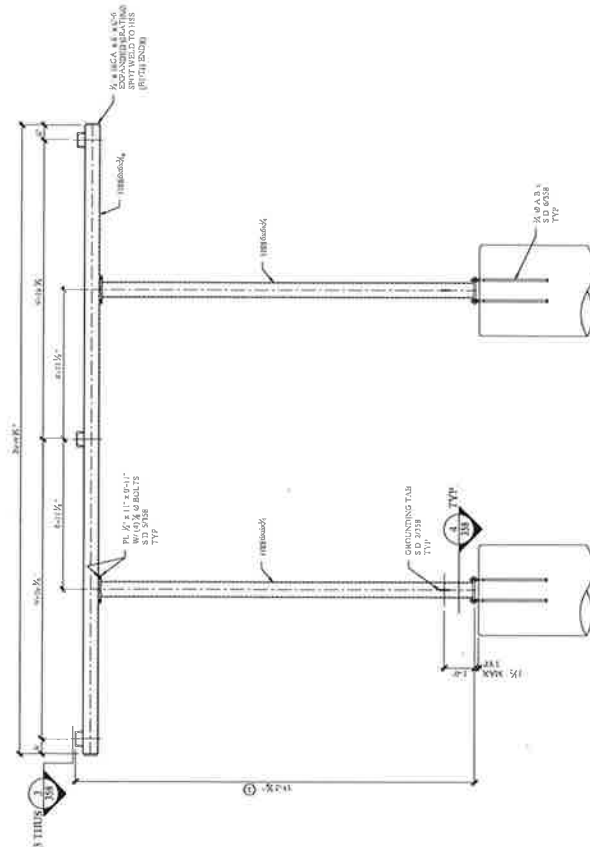
④ BASE PLATE DETAIL



⑤ CAP PLATE DETAIL



ANCHOR BOLT DETAIL

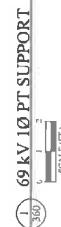
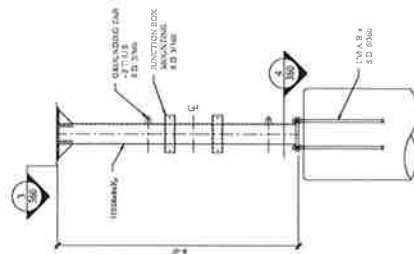
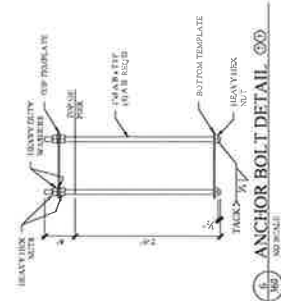
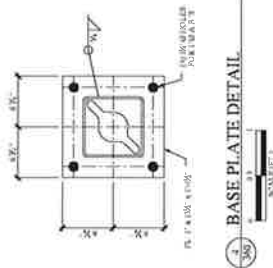
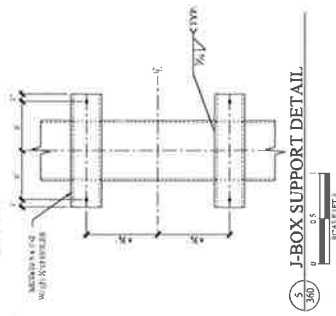
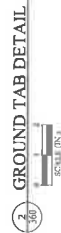
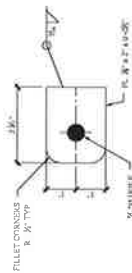
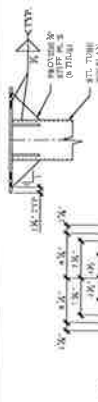


① 69 kV 3Ø BUS SUPPORT @ 45°



[illegible]

DATE	DESCRIPTION	 <p>Project Manager: ADK Designer: CYW Project Number: 03603 Phone: (712) 472-2531</p>	69 KV 10 PT SUPPORT DETAILS REISNER SUBSTATION	SEE T
06-21-2024	POLE DRAWN			
06-24-2024	ISSUED FOR MATERIAL BIDS			



Sheet Notes:

1. See sheet RS-211 for Structural Steel Notes.
2. See detail 6/360 for anchor bolt details.

Key Notes:

- ① Verify dimensions with Engineer during shop drawing review process.
- ② Anchor bolts and templates are to be furnished by steel supplier. Ship as an assembled cage.
- ③ All anchor bolts to be F1554 GR. 55 and shall have SI certification to be weldable.

1. See sheet RS-211 for Structural Steel Notes.
2. Welded bar grating and angle assembly shall be hot dipped galvanized in accordance with ASTM A-123.



GROUNDING PLATFORM



SECRET
RS-361

WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA



REV	DATE	DESCRIPTION
A	04-01-2024	PRELIMINARY
B	04-08-2024	REVISED FOR MATERIAL BIDS



MEMORANDUM

TO: Mayor and City Council

FROM: Breanne Leshner, Recreation & Public Grounds Director

DATE: March 18, 2024

RE: Adopt a Resolution Authorizing the Recreation and Public Grounds Director to Purchase a RAM 2500 Truck in an Amount of \$46,340 from Karl Chevrolet.

SUMMARY:

The Recreation and Public Grounds Department received a state bid for the purchase of a RAM 2500 truck from Karl Chevrolet in the amount of \$46,340.

PREVIOUS COUNCIL ACTION:

The City Council approved this item in the 2023-2024 Capital Equipment Budget.

BACKGROUND/DISCUSSION:

The Recreation and Public Grounds Department is currently composed of 5 work trucks. The department needs call for a new work truck. Two of the trucks are 29 years old and two of the trucks are 26 years old. All 4 trucks cannot leave city limits due to unreliability.

Total Miles: 80,246

Total Hours: 4,965

1. Rear engine seal leak
2. Front end is becoming loose and difficult to control steering wheel
3. Seat belt will not latch
4. All 4 tires need replaced
5. Truck will not start if outside in the winter
6. Severe rust issues
7. Cannot pull loaded trailer (1/2-ton truck)

Truck #66: Ford 1995

Total Miles: 40,037

Total Hours: 3,762

1. Has 2 fuel tanks – 1 tank does not work
2. Transmission front seal leaks
3. Truck will not start if outside in the winter
4. Cannot pull loaded trailer (1/2-ton truck)
5. Holds gas and diesel tanks; diesel leaked on truck bed throughout the years

Truck # 35: Chevrolet – 1998

Total Miles: 115,425

Total Hours: 12,407

1. Doors do not close properly
2. Frame of the truck has been welded on/repared
3. Bed is rusted out
4. See the ground through the floor of the truck on driver's side
5. Starting issue – randomly occurs (cannot figure out the issue)
6. Latch on tailgate jams/broken

Truck #64: Chevrolet – 1998

Total Miles: 64,017

Total Hours: 4,243

1. Front end vibration when hit higher speeds

We were quoted \$46,340 for the purchase of a RAM 2500 truck this winter. The truck's lifespan ranges from 20-30 years while regular maintenance is performed. The lead time to obtain the truck after ordering is approximately 3 months.

FINANCIAL IMPLICATIONS:

There are \$38,000 budgeted in the Capital Equipment Plan for the purchase of the truck. Due to the increase in demand and inflation staff is requesting to use the following funding to purchase RAM 2500 truck:

CEP budgeted amount: \$38,000

Stand on Aerator Additional Funds: \$2,940 (budgeted \$15,000; cost \$12,060)

Trailer: \$2,050 (budgeted \$20,000; cost \$17,950)

Skid Loader Auger Attachment: \$3,697 (budgeted \$6,500; cost \$2,803)

Total additional funds form the CEP that may be applied to the truck purchase is \$8,687.

RECOMMENDATION:

Staff recommends City Council adopt resolution authorizing the Recreation and Public Grounds Director to purchase a RAM 2500 truck at the state bid price \$46,340 from Karl Chevrolet.

(See Exhibit on next page)

Exhibit A



RAM 2500 Truck (to be purchased)

RESOLUTION NO. 2024 – xxx

**RESOLUTION AUTHORIZING THE RECREATION AND PUBLIC GROUNDS DIRECTOR TO
PURCHASE A RAM 2500 TRUCK FROM KARL CHEVROLET**

WHEREAS, the City of Webster City Recreation and Public Grounds Department is in need of purchasing a RAM 2500 truck; and

WHEREAS, the City of Webster City will purchase a new RAM 2500 truck from Karl Chevrolet at the state bid of \$46,340; and

WHEREAS, said purchase shall be governed by and construed in accordance with the laws of the State of Iowa; and

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

SECTION 1: Authorize the Recreation and Public Grounds Director to purchase a RAM 2500 truck from Karl Chevrolet at the state bid of \$46,340

Passed and adopted this 18th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



2024 MODEL YEAR

RAM 2500 TRADESMAN REG CAB 4X4 LONG BOX

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$50,670

RAM 2500 TRADESMAN REG CAB 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint

Interior Color: Black / Diesel Gray Interior Colors

Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat

Engine: 6.4L V8 Heavy-Duty HEMI® MDS Engine

Transmission: 8-Speed Automatic 8HP75-LCV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Side-Curtain Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
ParkView® Rear Back-Up Camera
3.73 Axle Ratio
Manual Shift-On-The-Fly Transfer Case
Electronic Stability Control
Electronic Roll Mitigation
Hill-Start Assist
Traction Control
Trailer Sway Damping
Anti-Lock 4-Wheel Disc Brakes
730-Amp Maintenance-Free Battery
180-Amp Alternator
Sentry Key® Theft Deterrent System
Push-Button Start
Power Accessory Delay
Tire Pressure Monitoring Display
Tire-Fill Alert
Tailgate-Ajar Warning-Lamp

INTERIOR FEATURES

Uconnect® 3 with 5-Inch Touch Screen Display
Ram Connect (Connected Services) w/ Trial
Full-Function Media Hub with 2-USB Plus Aux Port
40/20/40 Split Bench Seat
12-Volt Auxiliary Power Outlet
Tilt Steering Column
Temperature and Compass Gauge
Cluster with 3.5-Inch TFT Color Display
Rear Dome Lamp
Black Vinyl Floor Covering
Driver / Passenger Assist Handles
Behind the Seat Storage / Bin
Front Height-Adjustable Shoulder Belts

EXTERIOR FEATURES

Manual-Folding Telescoping Black Mirrors
Black Headlamp Bezels
17-Inch x 7.5-Inch Steel Styled Wheels
LT245/70R17E BSW All-Season Tires

32-Gallon Fuel Tank
Tailgate-Handle LED Hitch Lamp
Class V Receiver-Hitch
Trailer-Tow with 4-Pin Connector Wiring
Tinted Windshield Glass
Tinted Glass Windows
Full-Size Spare Tire
Automatic Headlamps
Halogen Quad Headlamps
Incandescent Tail Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2GA

Tradesman Level 1 Equipment Group \$1,880
Upgraded Door Trim Panel
Pwr Adj Heated TT Mirrors w/ Manual Fold/Telescope
Exterior Mirrors with Supplemental Signals
Mirror Running Lights
Overhead Console
Remote Keyless-Entry
Speed-Sensitive Power-Locks
Power Windows with Front One-Touch-Down Feature
Carpet Floor-Covering \$150
Front Floor Mats

Destination Charge \$1,995

TOTAL PRICE: * \$54,695

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: SALTILLO, MEXICO

S.L.

SHIP TO:

SOLD TO:

VIN: 3C6-MR5AJ1RG-211994

L4-VON: 2717

1221-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

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or call 1-866-RAMINFO

FCA US LLC

California Air Resources Board

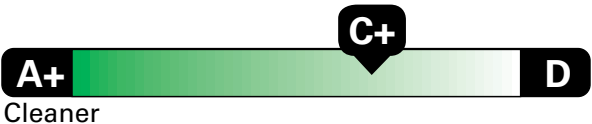
Gasoline Vehicle

Environmental Performance

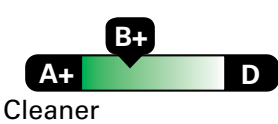
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings
For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicles measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

Not Rated
Not Rated

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat
Rear seat

Not Rated
Not Rated

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.



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MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Department Supervisor
John Harrenstein, City Manager

DATE: March 18, 2024

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Amendment No. 29 with Snyder and Associates to Provide Professional Services Needed for Routine Bridge Inspections and Associated Reports

SUMMARY: The City is required to perform routine bridge inspections every 24 months. Snyder and Associates has been providing bridge inspection services since 2020. Six bridges are due for their routine inspections this year. In addition to performing the inspections, Snyder and Associates will also complete required associated reports and provide to the Iowa Department of Transportation.

PREVIOUS COUNCIL ACTION: The Council approved agreement with Snyder and Associates to provide On-Call Paving Specialist Services on February 6, 2017.

BACKGROUND/DISCUSSION: The City must routinely inspect its bridges. This year, six bridges are due for their routine inspections. The city currently has seven bridges on odd year inspections and six bridges on even year inspections. In addition to inspection services, Snyder & Associates provides associated reports required to submit to the Iowa Department of Transportation. After inspections are completed, the engineer will meet with City staff to review their findings and provide a forecast of repairs needed in the upcoming five years to help the city plan for the future. Bridge inspections will be completed in August of this year, with reports being sent to Iowa DOT by November and a review meeting with public works staff will take place in December. The five bridges that will be inspected are:

- FHWA # 012261, East Ohio Street over Brewers Creek
- FHWA # 026350, Overpass Drive over CC Railroad
- FHWA # 026370, 2nd Street over Boone River
- FHWA # 026381, 2nd Street over Lyon Creek
- FHWA # 026470, Superior Street over Brewers Creek
- FHWA # 171961, Beach Street over Brewers Creek

FINANCIAL IMPLICATIONS: The estimated cost for the six bridge inspections and associated reports is anticipated to be \$4,725.00. Inspection costs are paid for with Road Use Funds. The city currently has \$15,000.00 budgeted for consulting and professional fees needed to complete bridge inspections. The cost to complete inspections is within budget.

RECOMMENDATION: Staff recommends the City Council adopt a resolution approving Amendment No. 29 with Snyder and Associates for routine bridge inspections and associated reports.

RESOLUTION NO. 2024-xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AMENDMENT NO.29
WITH SNYDER AND ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES NEEDED
FOR ROUTINE BRIDGE INSPECTIONS AND ASSOCIATED REPORTS**

WHEREAS, the City is required to complete bridge inspections every twenty four months; and

WHEREAS, the City has an on-call services agreement with Snyder and Associates; and

WHEREAS, the City of Webster City has six bridges due for inspections this year; and

WHEREAS, the City of Webster City will utilize the services of its consulting engineer, Snyder and Associates, to perform services noted in the attached Amendment 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 amendment No.29 with Snyder and Associates to provide professional services needed for routine bridge inspections and associated reports.

Passed and adopted this 18th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

WEBSTER CITY, IOWA

AMENDMENT No. 29 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

This Amendment to the Agreement for Engineering Services is made and entered into on the date hereinafter stated under City's signature, between the City of Webster City ("City"), Iowa, and Snyder & Associates, Inc. ("Professional").

For work on the On-Call Street Paving Specialist, the parties agree as follows:

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the Scope of Work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.
5. **Fee Schedule.** Billing rates for work performed under this agreement shall be in accordance with **Exhibit "D"**.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Amendment to the Agreement. All provisions of the Agreement shall remain in full force and effect.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

Dated: March 18, 2024

SNYDER & ASSOCIATES, INC.

EXHIBIT “A”

SCOPE OF WORK

2024 Bridge Inspections

I. GENERAL

- A. This Scope of Services is for the routine inspection of 6 bridges. Inspection to be performed by an engineer qualified under current FHWA and Iowa DOT requirements.
- FHWA# 012261, East Ohio Street over Brewers Creek
 - FHWA# 026350, Overpass Drive over CC Railroad
 - FHWA# 026370, 2nd Street over Boone River
 - FHWA# 026381, 2nd Street over Lyon Creek
 - FHWA# 026470, Superior Street over Brewers Creek
 - FHWA# 171961, Beach Street over Brewers Creek
- B. Updating of Iowa DOT SIIMS system, with a copy of the inspection report for the City. Bridges will have the following information updated in SIIMS:
- Upload photos showing roadway and side views, and major problem areas (if any).
 - Update field data collection forms for deck, superstructure, substructure, channel or culvert.
 - Update SI&A fields including new SNBI data inputs.
 - Complete load rating evaluation form.
 - Complete critical finding form, if required.
 - Even year inspections, underwater inspection due in 2026.
 - Even year inspections, channel sections due in 2030.
- C. City will be provided a printed copy of the inspection reports and an electronic copy in PDF format.
- D. Provide a general summary listing identifying deficiencies and recommended maintenance/repairs.

Assumptions:

- Bridge inspection program will conform to the requirements of Iowa DOT Instructional Memorandum 7.020 and the AASHTO Manual for the Bridge Evaluation, current editions.
- City will provide a list of replacements/repairs since the last inspection and information on the type of work performed.
- City will provide plans for the member size/geometry information for structures rebuilt or constructed new since the last inspection.
- Material in files, prepared by others, will be relied upon as accurate, including field measurements.
- Services shall be performed in accordance with the standard of professional practice ordinarily exercised by similar professionals at the time and in the locality where the work is performed.

II. ADDITIONAL SERVICES:

The following items shall be considered additional services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which the Professional could perform upon request.

- A. Load rating calculations; no work is anticipated for this item in this inspection cycle.
- B. Scour and unknown foundation worksheets; no work is anticipated for this item in this inspection cycle.
- C. Element level inspection.
- D. Snooper truck or special access equipment
- E. Traffic control

All work is on an “as needed” basis and work on each project shall be as directed by the City. Costs for each project assigned shall be negotiated as ‘lump sum,’ ‘not to exceed,’ or performed on a ‘time and materials’ basis, as mutually agreed and detailed in Exhibit “C.”

Responsible persons assigned to this Project shall be:

City – Brandon Bahrenfuss
Professional – Bryan McCombs, P.E.

EXHIBIT “B”

COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City, and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The anticipated schedule for the Project is as follows:

<u>Task</u>	<u>Completion Date</u>
Complete 6 field bridge inspections	August, 2024
Iowa DOT SIIMS data reports complete	October, 2024
Inspection reports delivered to the City by	December, 2024
Review Meeting with City and Professional	December, 2024

Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required by the City for review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

All other incidental completion dates required to complete work under this Agreement shall be adhered to as stipulated.

EXHIBIT “C”

PAYMENT

COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in this Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2024 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 29 to the Agreement for Professional Services.

BASIC SERVICES

6 Physical Field Bridge Inspections	\$1425.00
Inspection Reports / SIIMS Data Entry	\$1780.00
Opinion of Probable Repair/Maintenance Costs (5 Years)	\$710.00
Meeting with Client	\$710.00
Mileage (65.5 cents/mile)	\$100.00
Subtotal	\$4,725.00
Amendment No. 29 Total	\$4,725.00

EXHIBIT “D”



STANDARD FEE SCHEDULE

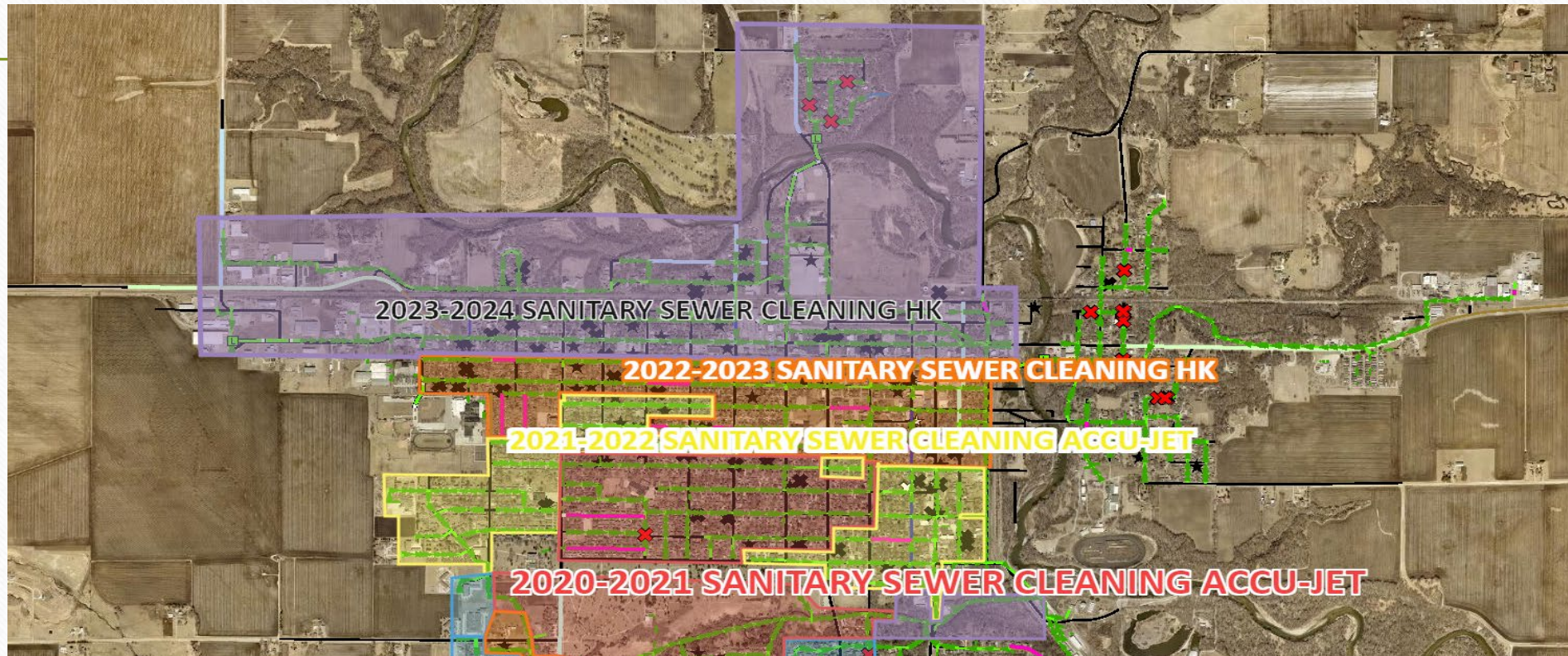
Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour
TECHNICAL	
CAD, Survey, Construction Observation	
Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour
ADMINISTRATIVE	
II	\$77.00/hour
I	\$63.00/hour
REIMBURSABLES	
Mileage	Current IRS standard rate
Outside Services	As Invoiced



2023-2024 Sanitary Sewer Report

Webster City Collections System

Location Completed

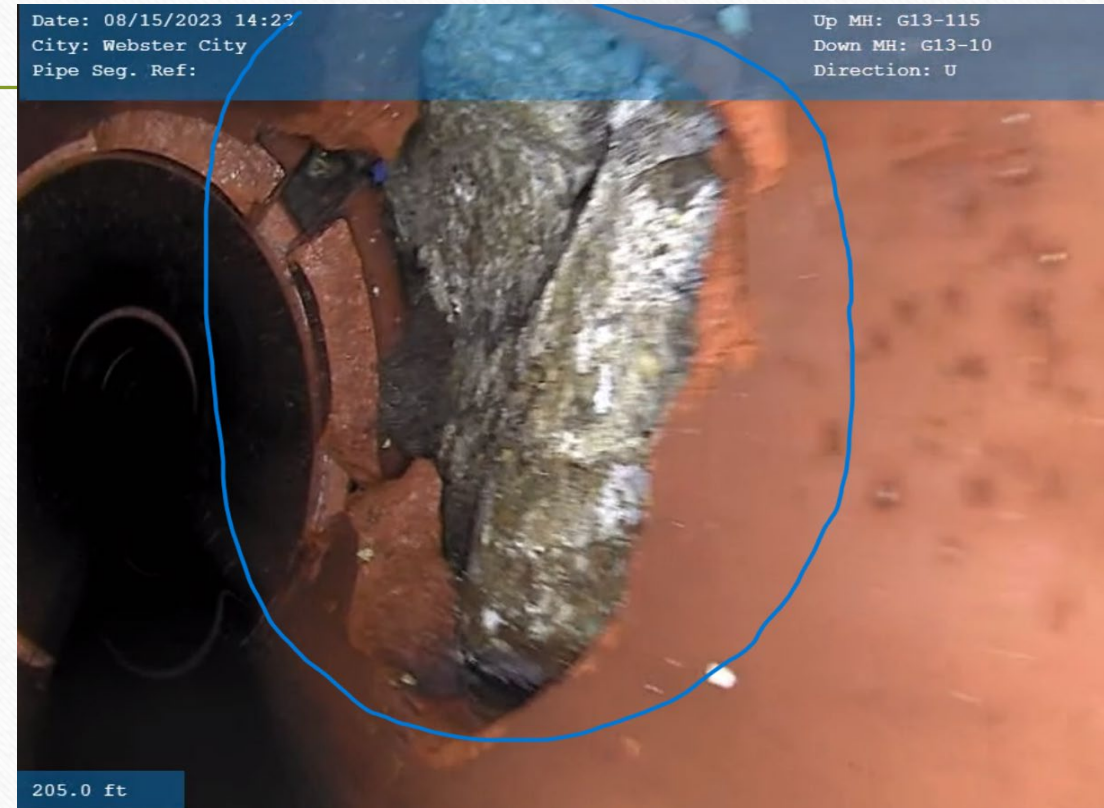
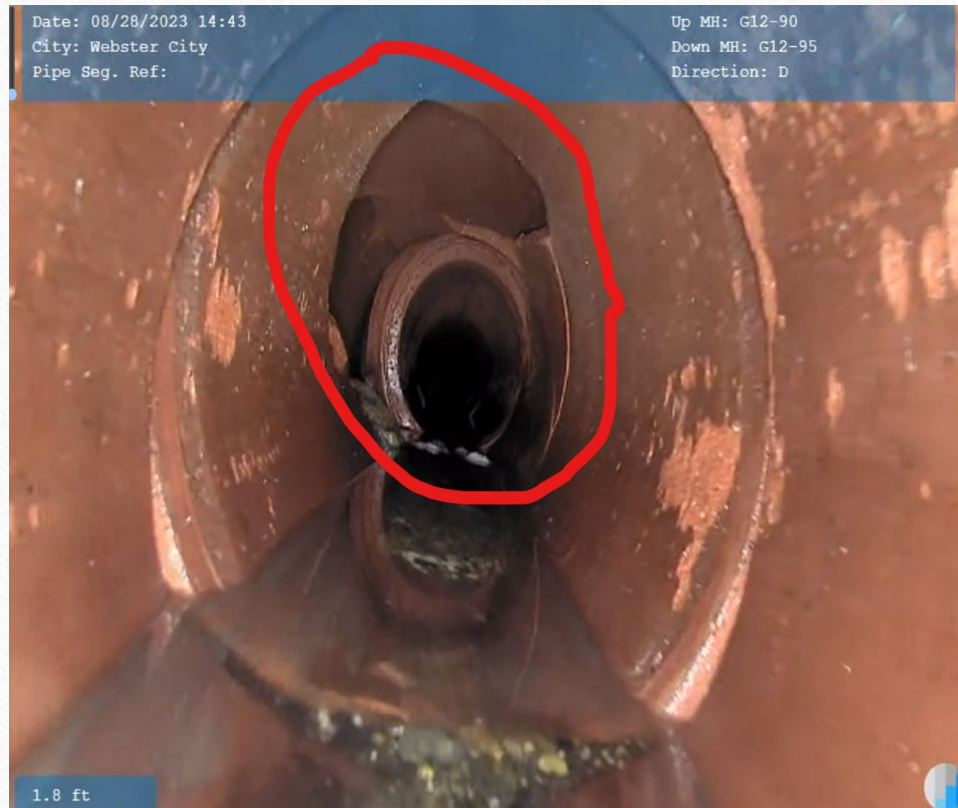


HYDRO-KLEAN

Yearly Maintenance

- Cleaned and Televised roughly 55,000 ft. of Sanitary Sewer
- Root Cut roughly 3,000 ft of Sanitary Sewer
- Discovered
 - 11 Voids in the Mainline Pipe
 - 1 Major Offset
 - 12 Locations of Major Cracking of Mainline Pipe
 - 3 Emergency Repairs
 - 4 locations where service taps were installed too far inside the Mainline Pipe not allowing the camera to pass
 - 1 Location where a private utility bored through our Mainline Pipe

Mainline Voids found in 23-24



Record of Repairs Needed

Sanitary Sewer Repairs									
#5 Worst	#4	#3	#2	#1 Best	In house repair	Year	Slip Line	Spot Repair	
VOIDS									
Ohio St.	2021	H16-115 - H16-120	Notes: Void on top of pipe with large crustations / Middle of Ohio and Des	Engineer Estimate: Sent for estimate 3-3-22	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
High St.	2018	730-729	Notes: Multiple large voids in the pipe	Engineer Estimate: Sent for estimate 1-17-19	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Mapple Ave.	2018	698-699	Notes: Broken at tap	Engineer Estimate: Sent for estimate 6-16-21					
Mapple Ave.	2018	700-695	Notes: Spot repair and slip line	Engineer Estimate: Sent for estimate 6-16-21	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Mapple Ave.	2018	698-Dead end	Notes: Broken everywhere / Voids throughout entire pipe	Engineer Estimate: Sent for estimate 6-16-21	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Crestview Dr.	2019	H18-100 - H18-95	Notes: 330 R Pipe broke on top and sides	Engineer Estimate: Sent for estimate 6-16-21	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Willow St.	2022	I12-70 - I12-20	Notes: 7 ft in void on the bottom right						
Locust St.	2021	F16-10 - F16-15	Notes: Crack at 118 ft and Void at 190 ft / Slip Line	Engineer Estimate: Sent for estimate 3-3-22	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Elm St.	2023	H14-80 - H14-80	Notes: Large Void on top 106 ft 226 ft	Engineer Estimate: YES \$37,000	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
Seneea St.	2023	H14-80 - H14-75	Notes: Large Void on side and top 188 ft	Engineer Estimate: YES \$20,000	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
Water/Broadway	2023	G14-150 - G14-145	Notes: 10 ft in Top large void	Engineer Estimate: YES \$11,025	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
Bank St.	2023	H14-130 - H14-125	Notes: Big void on bottom last pipe	Engineer Estimate: YES \$2,100	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
Bank St.	2023	H14-125 - H14-120	Notes: 73 ft void LF side/cracks, 245 ft crumbling pipe bad	Engineer Estimate: YES \$18,200	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
First St.	2023	I13-185 - I13-180	Notes: 183 ft large void on bottom	Engineer Estimate: YES \$20,000	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
First St.	2023	I13-180 - I13-175	Notes: 95 ft Void on top, longitudinal cracks at 105 ft, 143 ft Void on RT side	Engineer Estimate: YES \$17,600	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
First St.	2023	I13-170 - I13-160	Notes: 158 ft Void on side	Engineer Estimate: YES \$17,000	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
Union St Manhole	2023	I14-20	Notes: Bottom of concrete manhole floor is GONE (Void)	Engineer Estimate: No					
Third St.	2024	F13-85 - G13-10	Notes: 160 ft Void Lots of cracking	Engineer Estimate: No					
2nd St.	2024	E13-50 - E13-60	Notes: Void at 175 ft, Cracks at 173, Slip line ASAP	Engineer Estimate: No					
Beach St.	2024	G13-115 - G13-10	Notes: 205 ft large void right side, 224 ft Large void pipe broke, NEW ASPH	Engineer Estimate: No					
Third St.	2024	G13-10 - G13-15	Notes: 232 ft Top and Sides about to cave in, 255 ft Void on left side, pipe	Engineer Estimate: No					
John St.	2024	G12-90 - G12-95	Notes: 3 ft in Large Void / Repair right away	Engineer Estimate: No	In house repair	2/22/2024	at Repair / City Co	REPAIRED	
Seneea St.	2024	H13-70 - H13-85	Notes: 40 ft on bottom void, 70 ft on east side void	Engineer Estimate: No					
Lyndale Dr.	2024	H10-25 - H10-30	Notes: 59 ft Broke at tap	Engineer Estimate: Sent for estimate 3-3-22					
Mackinley Kantor			Notes: Corrigated Pipe / replace it with plastic	Engineer Estimate: Sent for estimate 1-17-19	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Water St.	2023	G14-130 - G14-125	Notes: Void at top 109 ft	Engineer Estimate: YES \$10,850	IP Project / H	2024	LINE HYDRO-KL	REPAIRED	
Division St.	2023	G14-61 - G14-60	Notes: 172 ft Void on top	Engineer Estimate: No					
Elmhurst Dr.	2024	H10-60 - H10-55	Notes: Voids and cracks on sides	Engineer Estimate: No					
2nd St.	2024	I13-93 - I13-100	Notes: 15 ft Small void, last pipe is broke, Slip line first 20 ft and last 10 ft	Engineer Estimate: No					
Mary Lane	2020	G15-35 - G15-40	Notes: Small piece of the pipe missing at a joint on the side / Slip line	Engineer Estimate: Sent for estimate 3-3-22					
Mary Lane	2020	G15-40 - G15-45	Notes: 227-238 ft crack then small void on side wall / slip line or fix in house	Engineer Estimate: Sent for estimate 3-3-22					
Cedar St.	2020	H15-130 - H15-135	Notes: 119 ft hole in top / 244 ft small hole top / long Crack top Slip line	Engineer Estimate: Sent for estimate 4-26-22					
South St.	2020	H17-105 - H17-110	Notes: Small broke pipe on side at 45 ft / possible Slip Line	Engineer Estimate: Sent for estimate 4-26-22					
North Alley	2020	H13-30 - H13-35	Notes: 263 ft on Top	Engineer Estimate: Sent for estimate 3-3-22					
Division St.	2023	G14-05 - F14-30	Notes: 14 ft crumbling section	Engineer Estimate: No					
Broadway St.	2020	G15-175	Notes: Very small hole 12 ft in / slip line small section	Engineer Estimate: Sent for estimate 4-26-22					
Valnut St.	2020	G14-200 - H14-205	Notes: Small hole 10 ft in at joint / 20 ft from end hole in top small / Slip 20 ft	Engineer Estimate: No					
Hickory St.	2019	697-696	Notes: 133 Ft Break 2 ft section of pipe still in decent shape	Engineer Estimate: No					
Hillcrest Dr.	2018	642-641	Notes: 43 Ft Broken / Fix when entire street gets redone and slip line	Engineer Estimate: No					
William St.	2024	G12-50 - G12-85	Notes: 164 ft Void on top of service tap	Engineer Estimate: No					
Industrial Park Dr.	2024	E12-25 - E12-35	Notes: 215 ft Small void on north side	Engineer Estimate: No					
Cracks									
Kathy Ln.	2020	G15-150 - G15-145	Notes: Crack all the way around pipe and bottom is starting to break / Slip	Engineer Estimate: Sent for estimate 4-26-22	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Pleasant St.	2018	202-861	Notes: New street a lot of cracks / Do the entire street	Engineer Estimate: No					
East 2nd St.	2019	J13-45 - J13-95	Notes: New Street possibly corrugated steel pipe	Engineer Estimate: Sent for estimate 3-3-22					
Kamen Dr.	2019	G18-45 - G18-50	Notes: Last section of pipe is leaking terribly / Slip line small section	Engineer Estimate: Sent for estimate 3-3-22	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Willson Ave.	2021	H16-80 - H16-75	Notes: Cracks all around pipe at 230 ft Camera got stuck / Jake P. Brewer	Engineer Estimate: No					
Superior St.	2021	I16-80 - I16-85	Notes: Cracks all over / under superior / Slip line	Engineer Estimate: Sent for estimate 4-26-22	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Bank St.	2023	F14-35 - F14-40	Notes: Cracks all over 220 - 240 ft bad	Engineer Estimate: No					
Bank St.	2023	H14-110 - H14-105	Notes: Entire pipe cracks, last pipe bad	Engineer Estimate: No					
First St.	2023	F13-05 - G13-05	Notes: 54 ft top cracked and egg shaped, Longitudinal cracking entire pipe	Engineer Estimate: No					
Prospect St.	2024	H13-225 - H13-05	Notes: Longitudinal cracks 130-232 ft on top and last 10 ft	Engineer Estimate: No					
2nd St.	2024	E13-60 - E13-55	Notes: Cracks at 52 ft, 58 ft tap possible failure, 176-203 ft pipe bad Slip RIG	Engineer Estimate: No					
Hillcrest Dr.	2024	H10-05 - H10-35	Notes: Cracks along entire pipe, NEW STREET, SLIP LINE RIGHT AWAY	Engineer Estimate: No					
Oak Park Dr.	2024	H10-10 - H10-05	Notes: Cracks along entire pipe, NEW STREET, SLIP LINE RIGHT AWAY	Engineer Estimate: No					
White Fox	2018	551-550	Notes: Cracks	Engineer Estimate: No					
Valnut St.	2021	H15-25 - H15-30	Notes: Last 15 ft large cracks on top of pipe / Slip Line	Engineer Estimate: Sent for estimate 4-26-22	CIP Project	2023-2024	IPP Nels Peders	REPAIRED	
Third St.	2024	F13-70 - F13-75	Notes: Pits and cracking entire pipe	Engineer Estimate: No					
Third St.	2024	F13-15 - G13-20	Notes: Lots of pitting bottom of pipe is flaking off	Engineer Estimate: No					
Third St.	2024	F13-25 - G13-30	Notes: Longitudinal cracking on top and bottom	Engineer Estimate: No					
Fair Meadow Dr.	2019	H17-180 - H17-175	Notes: Corrigated Pipe	Engineer Estimate: Sent for estimate 4-26-22					
Mary Ln.	2020	G15-45 - G15-50	Notes: Crack at joint 126 ft / 226 ft crack, 263, and 271 ft cracks / Slip Line	Engineer Estimate: No					
Bluff St.	2018	722-720	Notes: Cracks and Lots of Roots / Slip Line the entire rd to fairgrounds	Engineer Estimate: No					
Boone St.	2020	H15-185 - H15-180	Notes: Cracks on sides and top at 18 ft / it's a short run / Slip Line	Engineer Estimate: No					
Cedar St.	2020	H15-125 - H15-130	Notes: Cracks on sides and top the entire way not terrible / Slip line	Engineer Estimate: No					
Cedar St.	2020	H15-120 - H15-125	Notes: Crack on top 68 ft - 74 ft / 112 ft crack on top and both sides / Slip lin	Engineer Estimate: No					
Union St.	2021	I15-25 - I15-20	Notes: Cracks at 4 Ft, 233 ft / 202 Ft small offset / Slip Line	Engineer Estimate: Sent for estimate 4-28-22					
South St.	2020	G17-15 - H17-100	Notes: Cracks on sides with INI at 61 Ft / Slip Line	Engineer Estimate: Sent for estimate 4-28-22					
Steiner Blvd.	2020	F17-35 - F17-60	Notes: Crustations at 73 ft from possible INI / Slip Line	Engineer Estimate: Sent for estimate 4-28-22					
Beach St.	2023	F17-65 - F17-80	Notes: Horizontal cracking at 134 ft	Engineer Estimate: No					
Bank St.	2023	F14-45 - G14-10	Notes: Cracks at 246-250 ft	Engineer Estimate: No					
Des Moines St.	2023	H14-180 - H14-180	Notes: First pipe cracked bad	Engineer Estimate: No					
Bank St.	2023	H14-135 - H14-130	Notes: Entire pipe cracks	Engineer Estimate: No					
First St.	2023	G13-100 - G13-95	Notes: First and second pipe cracked bad, numerous cracking throughout	Engineer Estimate: No					
First St.	2023	H13-150 - H13-155	Notes: Cracks at tap, longitudinal cracking, multiple cracks	Engineer Estimate: No					
Third St.	2024	G13-35	Notes: Crack at lamphole, 58-70 ft pipe pitting bad	Engineer Estimate: No					
Third St.	2024	G13-40 - G13-45	Notes: Pitted really bad, cracks at 25, 52, 124, 218 ft	Engineer Estimate: No					
North Alley	2024	H13-30 - H13-35	Notes: 270 ft Rip in top of plastic pipe	Engineer Estimate: No					
Hillcrest Dr.	2018	643-642	Notes: Cracks	Engineer Estimate: No					
Collins St.	2021	F15-10 - F15-15	Notes: 182 ft Joint leaking INI / Slip line	Engineer Estimate: Sent for estimate 4-28-22					
Superior St.	2021	H15-70 - H15-100	Notes: Small piece of pipe close to breaking off / Slip Line	Engineer Estimate: Sent for estimate 4-28-22					
Val St.	2023	F17-45 - F17-50	Notes: Cracks at 168 ft	Engineer Estimate: No					
Elm St.	2023	H14-165 - H14-170	Notes: Cracks 1-55 ft	Engineer Estimate: No					
Water St.	2023	G14-140 - G14-145	Notes: First pipe cracks	Engineer Estimate: No					
Division St.	2023	G14-30 - G14-35	Notes: 134 ft & 172 ft Cracks throughout pipe	Engineer Estimate: No					
North Des Moines	2024	H13-05 - G13-05	Notes: cracks	Engineer Estimate: No					
Lucas St.	2024	G12-110 - G12-125	Notes: cracks	Engineer Estimate: No					
Valnut St.	2020	G14-205 - G14-200	Notes: Crack on top from 60 ft - 75 ft	Engineer Estimate: No					
Easy St.	2020	G15-20 - G15-35	Notes: Crack on top from 123 ft to 133 ft	Engineer Estimate: No					
Meadow Ln.	2020	G15-15 - G15-20	Notes: Spiral crack 136 ft in	Engineer Estimate: No					
Boone St.	2021	H15-160 - H15-50	Notes: Pitted	Engineer Estimate: No					

Tree Roots

Roots from Lateral Service

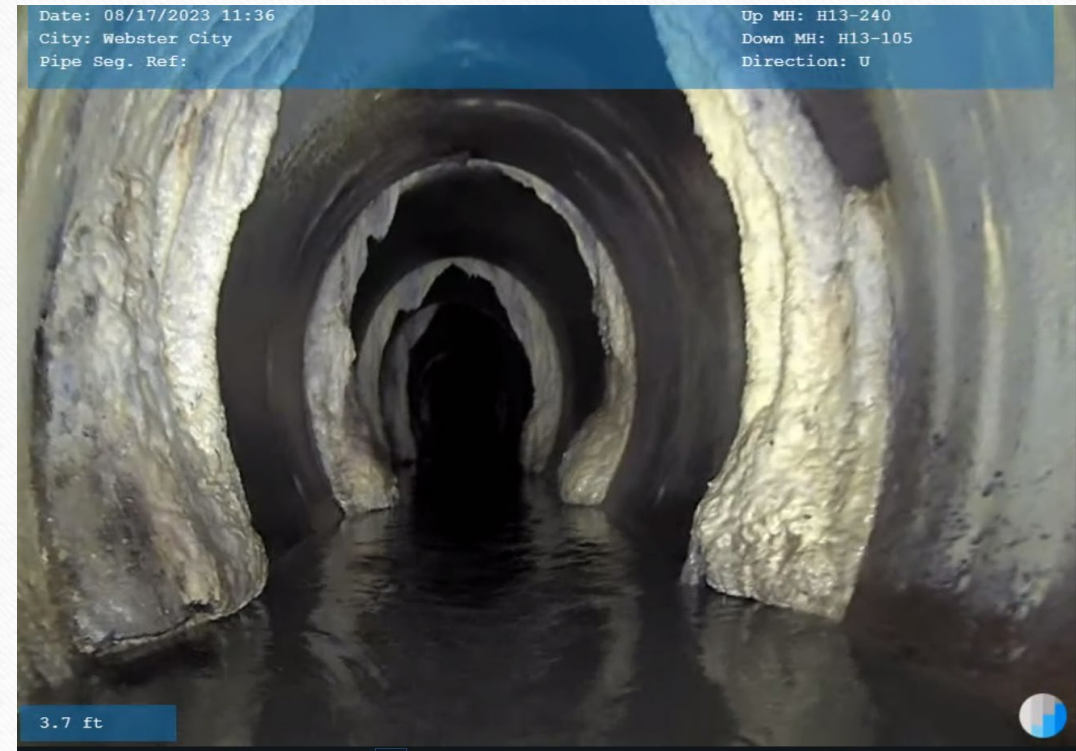


Roots from Joints in Mainline

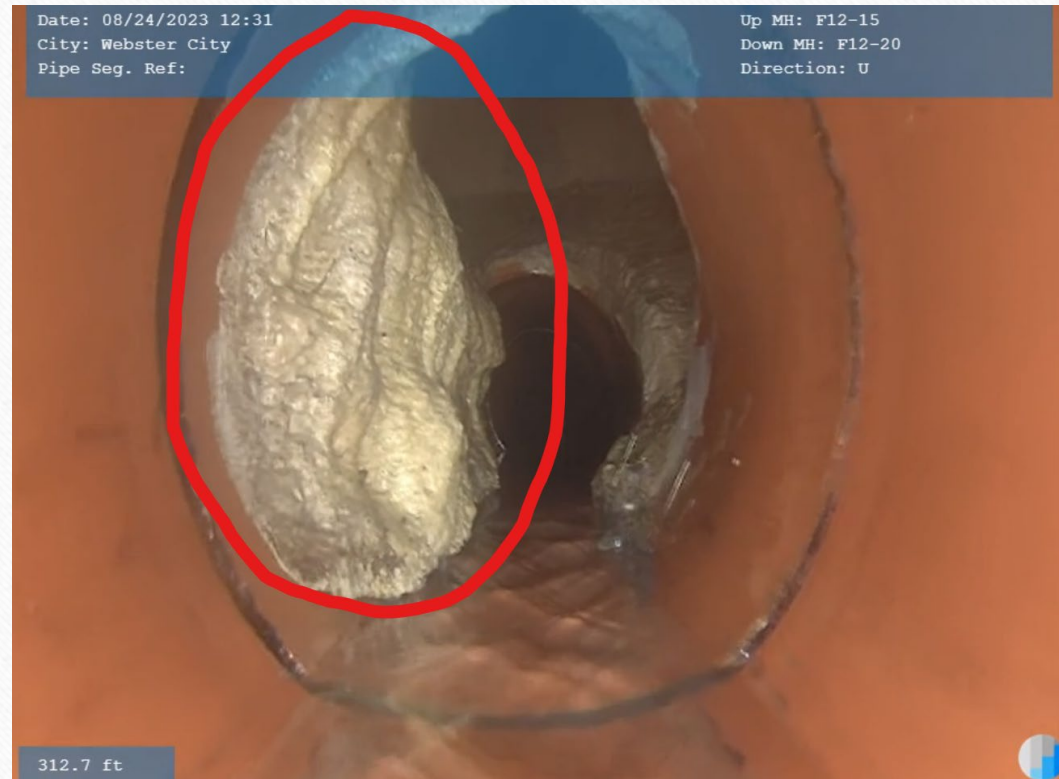
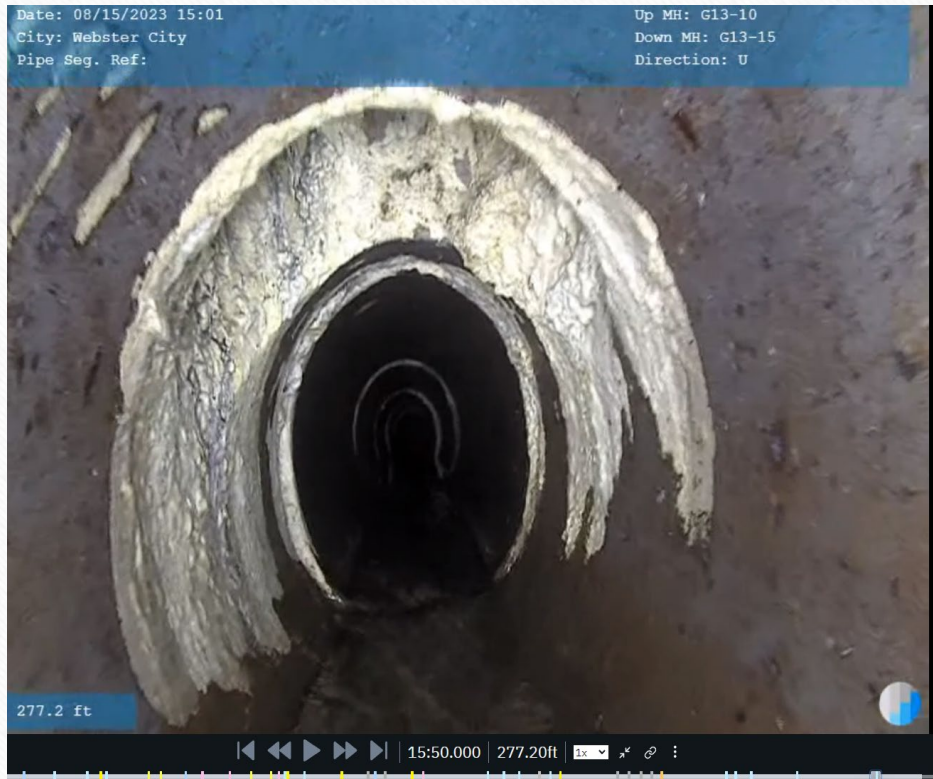


INI

How it effects the Collection System



INI Manhole



CIPP

Slip Lining

- HYDRO-KLEAN slip Lined 5,000 ft in 2023-2024
- 2023-2024 CIP Sanitary Sewer Rehabilitation Project will Slip Line 2,000 ft
- Total footage of Slip Lined Sanitary Sewer 20,000 ft
- 2,325,415 ft of total Sanitary Sewer Pipe

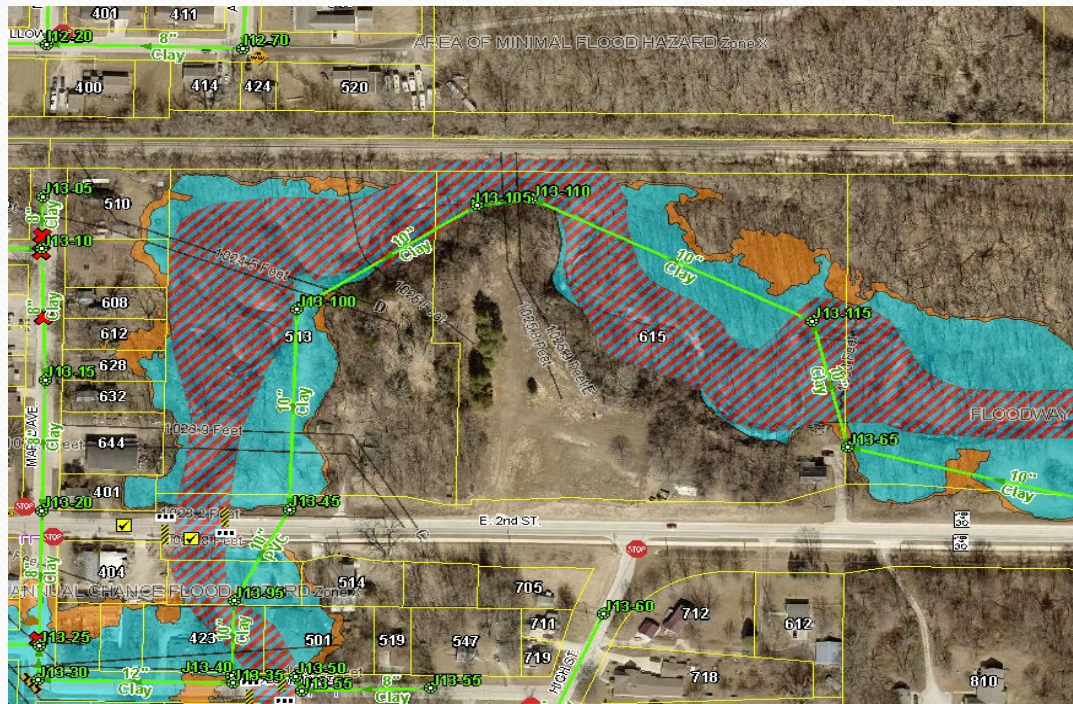


Spot Repairs

- 5 Excavation repairs will be completed as part of the CIP Sanitary Sewer Rehabilitation Project
- Street Department has completed 2 excavation spot repairs within the last month
- 1 Spot repair will be completed during the Superior Street Panel Replacement Project

Priority Moving Forward

Slip Line Sanitary Sewer to eliminate INI near creek / E 2nd



Slip Line Sanitary Sewer that runs in creek near Superior St.

