



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR
SESSION MEETING
MONDAY, AUGUST 3, 2026, AT 4:45 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/99831850694?PWD=HYJARB41RKCW4QVHH2IX
UP13FCJT4H.1](https://zoom.us/j/99831850694?pwd=HYJARB41RKCW4QVHH2IXUP13FCJT4H.1)

MEETING ID: 998 3185 0694
PASSCODE: 854765

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of an agreement with Veenstra & Kimm, Inc. for engineering services for the North Lead Service Line and Water Main Replacement Project.
2. Consider approval of a Consultant Contract with Veenstra and Kimm for the Washington Avenue Safe Routes to School Project.
3. Consider approval of a resolution supporting an application to the Iowa Department of Natural Resources for a Resource Enhancement and Protection (REAP) City Parks and Open Space Grant. (See Resolution No. 2026-114)
4. Consider approval of a right-of-way request from T-Mobile along Industrial Avenue.
5. Consider approval of a right-of-way agreement within a state highway for work being performed by MCG.
6. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 11 (retainage), in the amount of \$53,235.16 to Con-Struct, Inc. for the Scout Subdivision Project. (See Resolution No. 2026-115)
7. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 3 (retainage), in the amount of \$14,620.05 to Manatt's Inc. for the Bliss Street & 8th Avenue Project. (See Resolution No. 2026-116)
8. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 6 (retainage), in the amount of \$13,824.97 to Con-Struct, Inc. for the Broad Street Inlay Project. (See Resolution No. 2026-117)

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

9. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 1, in the amount of \$85,858.58 to Con-Struct, Inc. for the 10th Avenue Raised Crosswalk Project. (See Resolution No. 2026-118)
10. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 1, in the amount of \$439,034.13 to InRoads, LLC. for the 16th Avenue HMA Paving Improvements Project. (See Resolution No. 2026-119)
11. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 1, in the amount of \$28,050.95 to Con-Struct, Inc. for the Library Handicapped Parking Project. (See Resolution No. 2026-120)
12. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 16, in the amount of \$279,430.63 to Caldwell Tanks, Inc. for the South Water Tower Project. (See Resolution No. 2026-121)
13. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 17, in the amount of \$804,531.09 to WRH, Inc. for the Water Plant Project. (See Resolution No. 2026-122)
14. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 3, in the amount of \$454,894.57 to Shift General Contracting for the 4th Avenue Reconstruction Project. (See Resolution No. 2026-123)

D. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

AGREEMENT

GRINNELL, IOWA NORTH LEAD SERVICE LINE AND WATER MAIN REPLACEMENTS ENGINEERING SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH: THAT WHEREAS, the City is now contemplating improvements to the water system by removing and replacing lead water service lines and water mains north of US Highway 6/6th Avenue within the designated census tract utilizing EPA Community Grant Program funding procedures and SUDAS Specifications or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, local review processes, cost estimating, design of, bidding and general construction services for the improvements to the Project area.
 - a. The Engineer will work with City staff as well as assist in the coordination with the adjacent property owners to help defined the project details and materials, traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings, as necessary.
 - b. This work will be consistent with City of Grinnell and SUDAS specifications for this project. The development process will involve project concept creations, preliminary, check and final plans, and project reviews. This project will have a bid opening through the City of Grinnell and not involve sidewalks.
 - c. It is estimated that the project will include the replacement of lead services to approximately 207 residential (single family) dwelling units.

- d. Replacing existing water mains with 8-inch diameter water mains along some of the following streets including all connections, valves, side street connections, water service connections, fire hydrants, and miscellaneous associated work for a complete project.
 - 1. Ann Street from 7th Avenue to 10th Avenue.
 - 2. 7th Avenue from Penrose Street to Ann Street.
 - 3. Country Club Drive from 13th Avenue to 16th Avenue including Manor Circle.
 - 4. 16th Avenue from West Street to the existing 12-inch main east of Country Club Drive.
 - 5. 10th Avenue from East Street to Penrose Street.
 - 6. Hobart Street from 8th Avenue to 10th Avenue.
 - e. Not all of the above water main segments will be engineered and designed. The list will be pared down by the City to meet an overall project budget by approximately \$3.75 million.
 - f. It is further understood and agreed that the scope of the Project may be modified by mutual agreement of the parties hereto.
- 2. DESIGN CONFERENCE.** The Engineers shall attend a conference with the Owner, if necessary, to make decisions as to the details of design of the Project.
- 3. PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe, in detail, the work to be done and materials to be used.
- 4. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services for this agreement. The services and fees for archeology services are outside this agreement but will be billed without invoices and reimbursed by Veenstra and Kimm to the firm.

5. **PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

6. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
8. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under **15. COMPENSATION.**
9. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsiveness of any bidder.
10. **PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined and the need for resident review by the Engineers will be established.

11. GENERAL SERVICES DURING CONSTRUCTION. The Engineers shall provide general services during construction including:

- a. Establishing a benchmark and/or base line to permit start of construction work.
- b. Attend conferences, as necessary, with the Owner and contractor as requested by the Owner.
- c. Assist in interpretation of plans and specifications.
- d. Review shop drawings and manufacturers' data.
- e. Settle disputes with the contractor regarding concurrence with the specifications and consult with Owner when the Engineers and contractor cannot resolve such dispute.
- f. Prepare change orders to construction contract documents, as necessary, during construction. All change orders are subject to approval of Owner.
- g. Process monthly partial payment estimates.
- h. Provide as-constructed plans to the Owner.

12. RESIDENT REVIEW. Resident review services are understood to include the detailed observation and review of the work of the contractors and materials to assure compliance with the plans and specifications. It is understood the City will perform resident review services for the Project.

13. CONSTRUCTION STAKING. Construction staking is understood to mean the establishment of a centerline or offset line to permit the Contractor to properly locate the water main, crossings, tunnels, and all appurtenances thereto.

Construction staking is also understood to mean providing the City with as-constructed coordinates of the tops of manholes, intakes, valve boxes and hydrants.

14. FINAL REVIEW. The Engineers shall make a final review after construction is complete to determine that the construction complies with the plans and specifications. The Engineers shall certify to the Owner that construction is substantially in compliance with the plans and specifications.

- 15. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
- a. The fee for design and bidding services as set forth in **1. SCOPE OF PROJECT** through **9. BID OPENING AND AWARD OF CONTRACT** shall be the lump sum of Two Hundred Ninety-eight Thousand Seven Hundred Dollars (\$298,700). The fees for services under this Agreement shall be due and payable on a monthly basis as invoiced by the Engineers on the basis of work completed.
 - b. Construction services and the fee for **10. PRECONSTRUCTION CONFERENCE** through **14. FINAL REVIEW** shall be performed under a separate agreement or an amendment to this agreement.
 - c. The Owner shall compensate the Engineers for the cost of printing paper plans and specifications and distribution of paper plans and specifications as set forth in **6. PLANS AND SPECIFICATIONS** above as provided in Iowa Code Section 26.3(2). The reimbursement of the cost of plans and specifications as required under Iowa Code Section 26.3(2) is not included in the fees for services set forth under this Agreement.
- 16. PAYMENT.** The fee for work set out in **15. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services.
- 17. TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's anticipated schedule. Construction is anticipated in 2027 with possible carryover into 2028. Public meetings will be needed during the design, and at the beginning of construction phase services. Variations in effort put forth by the contractor(s) or duration may impact the fees associated with general construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
- 18. LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

19. SERVICES NOT INCLUDED. Services not included under this Agreement are as follows:

- a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
- b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
- d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction, required for the construction the City project.
- e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
- f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area.
- g. The Engineer will review said video inspection files as part of the agreed upon design services.
- h. Geotechnical or materials testing for design or during the construction of the project.
- i. Other services not included in the above scope of services or services as mentioned in areas not within the project.

20. SUSPENSION.

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.
- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

21. TERMINATION.

- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
- b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
- c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3) Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.

- 4) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

22. DISPUTE RESOLUTION.

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

- 23. BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

- 24. CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.
- 25. CHANGES.** If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.
- 26. EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work as outlined in Appendix A. Fees in Appendix A may be adjusted annually in accordance with the Engineers standard fee adjustments to rates.
- 27. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

- 28. INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$3,000,000/3,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured.

***Claims made basis

- 29. FEDERAL REQUIREMENTS.** The procurement documentation will be available to the City, EPA, US Comptroller General, or any duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions. Veenstra & Kimm, Inc. will retain the contract records for three (3) years after the final payment is made and all other pending matters are closed. The Engineers shall ensure any subcontracted services shall comply with the 6 good faith efforts outlined in 40 CFR 33.301 Disadvantaged Business Enterprise (DBE). The Engineer and subconsultants will comply with the Clean Air Act's (42 USC 7401-76771q) and the Federal Water Pollution Control Act's (33 USC 1251-1387) applicable standards, orders, or regulations.

- 30. ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

- 31. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original, and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By Forrest Aldrich
Senior Vice President

By Patricia Lass Roth

APPENDIX A



HOURLY RATES BY EMPLOYEE CLASSIFICATION (2026)

Management I	\$275.00
Management II	\$260.00
Process Engineer I	\$286.00
Client Services I	\$255.00
Client Services II	\$209.00
Client Services III	\$151.00
Client Services IV	\$117.00
Client Services V	\$105.00
IT I	\$211.00
IT II	\$142.00
IT III	\$90.00
Funding Specialist I	\$158.00
Funding Specialist II	\$140.00
Engineer I-A	\$265.00
Engineer I-B	\$249.00
Engineer I-C	\$242.00
Engineer I-D	\$226.00
Engineer II-A	\$219.00
Engineer II-B	\$208.00
Engineer III-A	\$195.00
Engineer III-B	\$189.00
Engineer III-C	\$183.00
Engineer IV	\$177.00
Engineer V	\$165.00
Engineer VI	\$156.00
Engineer VII	\$151.00
Engineer VIII	\$143.00
Engineer IX	\$135.00
Engineer X	\$119.00
Engineer XI	\$109.00
Engineer XII	\$99.00
Design Technician I	\$154.00
Design Technician II	\$134.00
Design Technician III	\$119.00
Architect I	\$215.00
Architect II	\$185.00
Architect III	\$166.00
Planner I	\$167.00



A Kleinfelder Company

Planner II -----	\$119.00
Planner III -----	\$110.00
Drafter IA -----	\$152.00
Drafter IB -----	\$139.00
Drafter II -----	\$134.00
Drafter III -----	\$129.00
Drafter IV -----	\$117.00
Drafter V -----	\$105.00
Drafter VI -----	\$95.00
Drafter VII -----	\$83.00
Clerical I -----	\$105.00
Clerical II -----	\$99.00
Clerical III -----	\$87.00
Clerical IV -----	\$75.00
Clerical V -----	\$63.00
Construction Engr I -----	\$247.00
Construction Engr II -----	\$161.00
Construction Engr III -----	\$142.00
Construction Engr IV -----	\$119.00
Surveyor I -----	\$179.00
Surveyor II -----	\$163.00
Technician I -----	\$136.00
Technician II -----	\$121.00
Technician III -----	\$111.00
Technician IV -----	\$105.00
Technician V -----	\$100.00
Technician VI -----	\$91.00
Technician VII -----	\$81.00
Technician VIII -----	\$73.00
Technician IX -----	\$60.00
Building Inspector I -----	\$242.00
Building Inspector I-A -----	\$171.00
Building Inspector II -----	\$132.00
Building Inspector III -----	\$105.00
Accountant I -----	\$217.00
Accountant II -----	\$159.00
Accountant III -----	\$140.00
Accountant IV -----	\$126.00
Accounting V -----	\$111.00
Design Engineer I -----	\$135.00
Design Engineer II -----	\$145.00
Design Engineer III -----	\$154.00
Design Engineer IV -----	\$160.00



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Engineer Intern-----	\$115.00
Office Coordinator-----	\$138.00
Principal I-----	\$263.00
Principal II -----	\$275.00
Project Manager I -----	\$210.00
Project Manager II -----	\$215.00
Project Specialist I -----	\$115.00
Project Specialist II -----	\$122.00
Project Engineer I-----	\$152.00
Project Engineer II -----	\$170.00
Project Engineer III -----	\$182.00
Project Engineer IV -----	\$195.00
Senior Project Engineer I-----	\$174.00
Senior Project Engineer II-----	\$190.00
Senior Project Engineer III-----	\$205.00
Senior Project Engineer IV-----	\$210.00
Senior Project Manager IV-----	\$245.00
Senior Technician IV-----	\$175.00
Engineering Technician I-----	\$135.00
Engineering Technician II-----	\$139.00
Engineering Technician III -----	\$147.00



REIMBURSABLES AND EQUIPMENT RATES (2026)

GPS / Robotics	\$35.00
Tablet.....	\$45.00
Fluoroscope.....	\$50.00
4-Wheeler	\$50.00
Drone	\$75.00
Mileage.....	IRS Rate

Contract No. [XXXXXX]
Owner Project No. [XXXXXX]
Iowa DOT Project No. **TAP-U-3127(631)—81-79**

Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN City of Grinnell Iowa, the **Owner**, located at:

520 4th Avenue
Grinnell Iowa 50112
Phone: (641) 236-2600
FAX: ()

and Veenstra & Kimm, Inc., the **Consultant**, located at:

6775 Vista Drive
West Des Moines Iowa 50266
Phone: (515) 225-8000
FAX: ()

For the following Project: Pedestrian and ADA ramp improvements on Washington Avenue from the north-south alley west of Spring Street easterly approximately 0.6 miles to East Street.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

Attachment I - Subconsultant Scope and Budget

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: **improve pedestrian connectivity from west of Iowa 146 and neighborhoods immediately east to the middle school at the intersection of Garfield and East.**

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$75,000

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$17,300

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Russ Behrens

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
Greg Roth

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
LT Leon Associates	\$17,300	\$17,300	Lump Sum

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Preliminary design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before 8/31/2026 or **180** calendar days after receiving the notice to proceed (whichever is greater).
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** on or before **3/31/2027**.
3. Completion of all work under this agreement shall be on or before **12/31/2027** unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and

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Procedure Manual (PPM), Policy No. [300.04](#), at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category [161, 212, 213, 226, 311, 312](#). Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM [300.04](#). If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the [Poweshiek](#) County District Court of Iowa, [Grinnell](#), Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☐ Cost Plus Fixed Fee - Attachment C
- .2 ☒ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☐ Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 **Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 **Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 **Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 **Responsibility For Claims And Liability**

4.9.1 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 **Current and Former Agency Employees (Conflicts of Interest)**

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT

unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that **bid letting** can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 **Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

4.14 **Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.

4.15 **Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records

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and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.16 Iowa DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

4.17.3 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records,

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accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 **Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

Veenstra & Kimm, Inc

By 
Greg Roth
City Engineer

Date: July 27, 2026

ATTEST:

By Patricia Jass-Roth

Date: July 27, 2026

City of Grinnell Iowa

By _____

Date: _____

Sam Cox
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A Scope of Services

These services include bid document submission to the IOWA DOT for bid letting. Services will include preparing concept statement, work with Office of Location and Environment to acquire clearances without detailed studies, contact utility companies to get underground utilities marked, and prepare preliminary, check, and final plans, utilizing Iowa DOT Design Manual and Standard Specifications, for review with the City and submit to Iowa DOT for review, determine easements if needed, and coordinate with adjacent land owners

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be **monthly**.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as **one** task(s). It is further agreed that the 85% budget notification requirements will be **waived** for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

Preliminary Engineering (PE)

- Prepare concept statement, work with Office of Location and Environment to acquire clearances, contact utility companies to get underground utilities marked, survey corridor, and prepare preliminary, check, and final plans, utilizing Iowa DOT Design Manual and Standard Specifications, for review with the City and submit to Iowa DOT for review.

Project Management & Coordination

- The consultant will be required to work closely and attend meetings with the City and Iowa DOT as necessary.
- The consultant shall perform general administrative duties including coordination with subconsultants (if applicable), preparation of invoices, scheduling, meeting minutes, record keeping and file management.
- Maintain an efficient and coordinated project development process with the City and the Iowa DOT to comply with all project development, review, and federal funding agreement requirements.
- Coordinate bid letting of project.

Project Design

- Provide complete construction documents (plans and specifications) for work to be completed. All designs shall be in conformance with applicable City, State, and Federal specifications and codes.
- Design shall be completed in accordance with Iowa DOT requirements detailed in the Instructional Memorandums to Local Public Agencies.
- Design shall be completed in accordance with Iowa DOT Standard Specifications for Highway and Bridge Construction, Series 2023, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions.
- Complete design reviews with the City of Grinnell and the Iowa DOT.
- Provide final cost estimates.

ATTACHMENT B
Specifications

Current versions of the Iowa Statewide Urban Design and Specifications and the Iowa Department of Transportation Design Manual and Standard Road Plans and the City of Grinnell standard details.

Deliverables to include concept statement, environmental worksheets, preliminary, check and final plans.

Project construction cost estimate updates will be provided at preliminary and final plan submittals.

Correspondence and possible permit application with UPRR.

No rail crossing designs are not included.

All deliverables will be in PDF format.

**ATTACHMENT C (referenced from 3.1)
Lump Sum**

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ 75,000.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

3.1.1.2 Reimbursable Costs. Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0% of the amount due.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of **Iowa**

Poweshiek County

I **Greg Roth**, **Project Manager** of the

Veenstra & Kimm, Inc. Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.


(Signature)

Subscribed and sworn to this 27 day of July, 2021.
(month) (year)

ATTACHMENT E

CERTIFICATION OF CONSULTANT

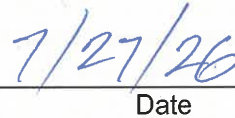
I hereby certify that I, **Greg Roth**, am the **Project Manager** and duly authorized representative of the firm of **Veenstra & Kimm, Inc.**, whose address is **6775 Vista Drive, West Des Moines Iowa 50266**, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.



Signature



Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, **Sam Cox**, am the **Mayor** and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT G
Page 4

Consultant Name
Consultant Address
Consultant Address

Lump Sum Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount [Prime only]
Percentage Completed
Total

Less Amount Previously Billed
[Prime only]

Total Current Bill [Prime only]

Subconsultants

Name

Name

Name

Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting more than the final invoice on a lump sum project, each progressive invoice shall be identified as a "Progressive Invoice" (as in the above title).

ATTACHMENT G
Page 5

Consultant Name
Consultant Address
Consultant Address

Lump Sum Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

Total Lump Sum Amount [Prime only]
Percentage Completed
Total

Less Amount Previously Billed
[Prime only]

Total Current Bill [Prime only]

Subconsultants

Name
Name
Name

Total

Current Labor Hours
Total Labor Hours Incurred To Date
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

ATTACHMENT I
Page 1 of x
SUBCONSULTANT SCOPE AND BUDGET

Project Number: **TAP-U-3127(631)—81-79**

State of **Iowa**

I hereby certify that I, **Luis Leon**, am the **Owner, Principal Engineer** and duly authorized representative of the firm of **LT Leon Associates**, whose address is **1823 Ohio Street Suite 101 Des Moines Iowa 50314**, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

Signature

Date

TASK A – Project Management and Administration

- A1. Coordination and Meetings – Communicate with project team. Participate and document project meetings.
- A2. Administration and Progress Reporting – a. This task includes intra-office meetings, day-to-day administrative tasks and internal communications.
- b. Prepare written project reports every four weeks throughout the portion of the project that LT Leon has active task work. The progress reports will include a summary of work completed during the month, a projection of work activities for the next month, and an update on the project budget status. Prepare regular invoices.

TASK B – Section III – Preliminary Plan Development, Preparation, and Submittal

- B1. Prepare Preliminary Construction Plans
- a. 30% ADA sidewalk design sheets and quantities. This scope item includes a site visit to observe and document existing conditions.
- b. 60% ADA sidewalk design sheets and quantities.

TASK C – Section IV – Check and Final Plan Development, Preparation, and Submittal

- C1. Prepare Final Construction Plans 3
- a. 95% ADA sidewalk design sheets and quantities.
- b. 100% ADA sidewalk design sheets and quantities.

FEE SUMMARY – \$17,300

RESOLUTION NO. 2026-114

RESOLUTION SUPPORTING AN APPLICATION TO THE IOWA DEPARTMENT OF NATURAL RESOURCES FOR A REAP CITY PARKS AND OPEN SPACE GRANT

WHEREAS, the Iowa Department of Natural Resources administers the Resource Enhancement and Protection (REAP) City Parks and Open Space Grant Program to assist communities in developing and improving public parks and outdoor recreation opportunities; and

WHEREAS, the City of Grinnell has identified Arbor Lake as a priority for investment through its 2025 Parks and Recreation Master Plan and ongoing public engagement efforts, with a focus on improving accessibility, trail connectivity, and outdoor recreation opportunities; and

WHEREAS, the City of Grinnell is partnering with the Iowa Department of Natural Resources to restore Arbor Lake and seeks to complement those restoration efforts by improving public access to the park; and

WHEREAS, the City of Grinnell desires to apply to the REAP City Parks and Open Space Grant Program to assist with construction of an accessible switchback trail connecting the Grinnell Area Recreation Trail, Arbor Lake Trail, and future park amenities; and

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the City Council hereby supports the submission of an application to the Iowa Department of Natural Resources for a REAP City Parks and Open Space Grant:

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

CITY OF GRINNELL

New info and procedures are highlighted and effective as of 4/1/2022

**PUBLIC RIGHT-OF-WAY
COMMUNICATIONS SYSTEM
LICENSE APPLICATION
ORDINANCE NO. 1060**

**THIS APPLICATION WILL NOT BE FORMALLY REVIEWED FOR APPROVAL
UNTIL AFTER AN ON-SITE MEETING HAS
OCCURRED WITH THE INSTALLATION CREW**

- | | | | |
|----|---|--|---|
| 1. | Applicant: | <div>Communication Data Link</div> <div> <div>Name</div> <div>Grimes, IA 50111`</div> <div>City, State Zip</div> </div> | <div>1305 SW 37th St</div> <div> <div>Address</div> <div>515-224-9544</div> <div>Telephone</div> </div> |
| 2. | <div>Contact Info for</div> <div>Installation</div> <div>Crew:</div> | <div>Lee Williams</div> <div> <div>Name</div> <div> <div>City, State</div> <div>Zip</div> </div> </div> | <div> <div>Address</div> <div> <div>Telephone</div> </div> </div> |
| 3. | <p>Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:</p> <ul style="list-style-type: none"> ☒ Plans drawn to scale. ☒ Street names. ☒ Right-of-way widths. ☐ Pavement widths. ☐ Sidewalk location and width including sidewalk ramps. ☐ Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures, Water stop-boxes, ditches, and utility vaults. ☒ Horizontal and vertical location and physical size of the proposed utility. ☒ Proposed construction work method such as “open cut” or “bore”. ☐ A drawing and explanation of concrete or asphalt restoration. ☐ Information regarding sod work and tree replacement. ☐ Location of other existing utilities within the work area. ☐ Typical detail sections where special attention is required for some restoration work. ☐ Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5’ from edge of street surface. ☐ Detailed time schedule. ☒ Address of adjacent properties. ☐ Legal description of communication system location. | | |
| 4. | <p>List any other items of concern particular to this project:</p> | | |

5. **Pre-Installation Meeting:** Before any work begins an on-site meeting with a City of Grinnell Representative must occur to go over the proposed project and verify any hazards or issues that must be taken note of. Work that begins without this meeting may result in Civil Citations being issued against the parties listed on this application. This project will not be reviewed for approval until the on-site meeting has occurred.
6. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt) Receipt No. _____.
7. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

Office Use Only

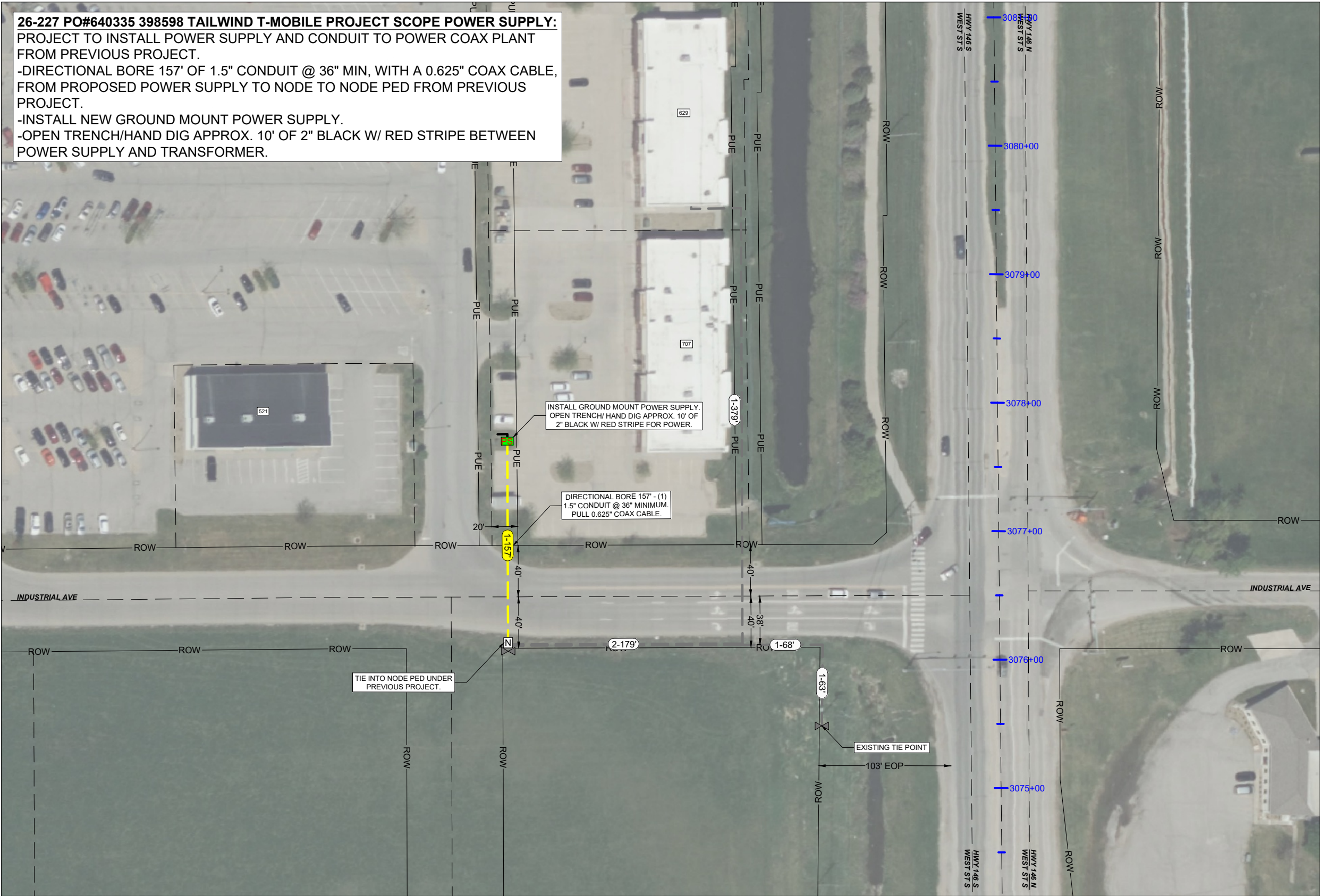
Fees: Administrative Fee:		\$50.00	
Use Fee:			
(No Additional Customers) Greater of \$100.00 or:			
Linear Feet Within C-2: _____	x \$1.00		_____
Linear Feet Outside C-2: <u>80</u>	x \$0.50		<u>40.00</u>
	Total:		\$ <u>90.00</u>

(Additional Customers) Greater of \$100.00 or 3% Gross Revenues from Services. Paid annually.

Date of Acceptance 7-27-2026

Date of Approval _____

Staff TA



SHEET: 1 OF 1



CITY: GRINNELL
COUNTY: POWESHIEK
TWP: 80N
RANGE: 16W
SECTION: 20
MUNICIPALITY: CITY OF GRINNELL
ADDRESS/LOCATION: 629 W ST S STE 700



PROJECT ID # 26-227 PS
PROJECT DESCRIPTION:
PO#640335
DIRECTIONAL BORE (1) 1.5" - 157'
HAND DIG (1) 2" - 10'
INSTALL (1) POWER SUPPLY

ENGINEERING: July 24, 2026

COMPLETED:

REVISIONS:

**COMMON/CATION
DATA LINK**

UTILITIES CONSTRUCTION CONTRACTOR

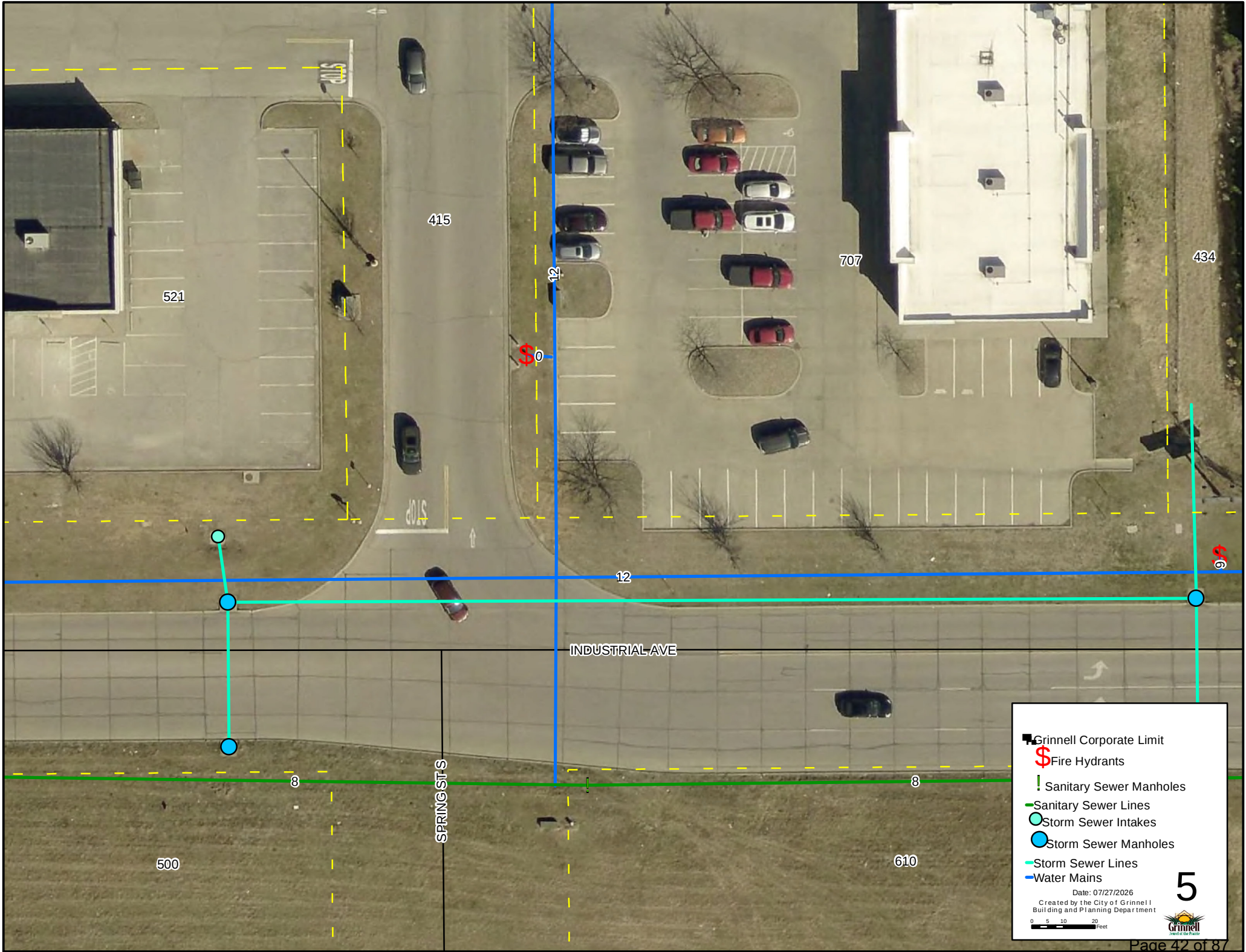
DESIGNED BY: TYLER PERKINS
DESIGN APPROVED: JAMES REASON
O) (515)224-9544

REDLINE

AS BUILT:

SCALE 1" : 75'

NOTICE
Information contained in this document is proprietary and shall not be used, copied, reproduced, or disclosed, in whole or in part, without written consent of MCC, LLC



FOR DEPARTMENT USE ONLY

Permit Number		Highway Number		County	
DOT Project Number				Expiration/Completion Date	
APPLICANT (INDIVIDUAL OR COMPANY) (ASSISTANCE FROM DEPARTMENT AVAILABLE UPON REQUEST)					
First Name Brandon	Middle G	Last Name Williams	Phone Number 641-676-1000	Ext. 2783	
Company Name Mahaska Communication Group			Phone Number 641-676-1000		Ext.
Street Address 210 S D St		City/Town Oskaloosa	State IA	ZIP Code 52577	
WORK TO BE ACCOMPLISHED					
Approval is hereby requested to enter within the state right-of-way and to complete the proposed work as detailed on the attachments and further described as follows:					
Replacing a section of 36ct fiber optic cable on the east side of Hwy 146 in Grinnell, starting on the NW of 1710 West St S, going south to 1810 West St S.					

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements.) <https://iowadot.gov/media/140/download?inline>

WORK SITE LOCATION

The proposed work as described above is located in Section 28, Twp. T80N, Range R16W on Highway No. 146 generally located 0 (miles) (direction) from Grinnell (city, county line, or other land line). Work proposed is more specifically located as being from 19.227 (Milepost #) and 3005+50 (Highway Station) to 19.387 (Milepost #) and 2997+25 (Highway Station) on the East side of highway.

All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Iowa Department of Transportation for any materials removed from the highway right-of-way described as follows:

The following special requirements shall apply to this permit:

Disclosure Statement: The information furnished on this form will be used by the Department of Transportation to determine approval or denial of the application. Failure to provide all information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.

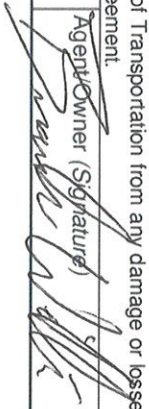
AGREEMENTS

The applicant agrees that if granted a permit to do said work the following stipulations shall govern.

1. The applicant shall carry on the construction, repair, and maintenance with serious regard to the safety of the traveling public and adjacent property owners and shall save the State and the Iowa Department of Transportation harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair, or maintenance operations.
2. The applicant shall indemnify and save harmless the State of Iowa, its agencies, and employees, from any and all causes or actions, suits at law or in equity, for losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the applicant's use or occupancy of the public highway.
3. The applicant shall hold the State and the Iowa Department of Transportation harmless of any damage that may result to said highway because of the construction or maintenance of the facility, and shall reimburse the State or the Iowa Department of Transportation for any expenditures that the State of Iowa or the Iowa Department of Transportation may have to make on said highway rights-of-way on account of said applicant's construction or maintenance activity or lack thereof.
4. Traffic protection shall minimally be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using traffic control devices including signs, warning lights, and channelizing devices as needed while work is in progress or the clear zone is impacted. Flagging operations are the responsibility of the applicant. The Department's TC XXX Series Standards are the preferred traffic control specification plans.
https://documents.iowa.gov/#4206904_2=Transportation&4206904_19=Design&10298065_5=TC%20-%20Traffic%20Control&search-logic=format&page_length_parm=25
5. The Permit Holder is responsible for contacting Iowa One-Call (1-800-292-8989) and requesting the location of all underground utilities forty-eight (48) hours before excavation. Before beginning work in the highway right-of-way, the Permit Holder shall also contact any other known utility located in the area of the proposed work.
6. A copy of the approved permit shall be available on the job site at all times for examination by Department personnel.
7. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition. Any damage to any other underground facilities during installation shall be repaired at the permit holder's expense.
8. If the proposed work results in a pool of water on the applicant's property, this pool of water will be exclusively owned, controlled, and maintained by the applicant. That part of the modification located on highway right-of-way will be maintained by the Iowa Department of Transportation for road purposes only.
9. The applicant shall maintain any drainage structure built within the right-of-way that is built for the benefit of the applicant and not necessary for highway use.
10. This permit is subject to any laws now in effect as well as any new laws which may be hereafter enacted and all applicable rules and regulations of local, state, and federal agencies.
11. This permit is subject to all the rules and regulations of the Iowa Department of Transportation, and to revocation by the Iowa Department of Transportation at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.
12. The Permit Holder agrees to give the Department forty-eight (48) hours notice of its intention to start construction or to perform routine maintenance on the highway right-of-way. Said notice shall be made to the local DOT contact person whose name is shown on Page 3.
- 511 Notification** - The Permit Holder or their contractor **may not obstruct or close** primary highways or primary highway extensions (state highways within city limits) **without prior consent of the department**, except in emergency situations. Before setting up a lane closure or vertical/horizontal restriction of any kind on a primary highway, call the local DOT Maintenance Garage **AND** the Traffic Management Center per attached documents. Except in emergency situations, a 10-day advance notice is required.
<http://www.iowadot.gov/traffic/utility/pdfs/511UtilityNotification.pdf>
13. Unless specifically noted in item #16, all work performed within the right-of-way shall be restricted to a time frame of 30 minutes after sunrise to 30 minutes before sunset.
14. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.

Applicant Signature and Agreement

The undersigned have read the stipulations of this permit agreement as stated as well as attachments which may be included and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is received for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Applicant Name (First, M.I., Last – Print or Type)	Agent/Owner (Signature)	Date
Brandon G Williams		7/29/2026
e-Mail Address brandon.williams@musco.com		

CITY ACTION (IF PROPOSED WORK IS WITHIN AN INCORPORATED CITY, CITY ACTION IS REQUIRED)

"The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official".

☐ Recommend Approval	☐ Do Not Recommend Approval	☐ None Required
Signature _____ Title _____ Date _____		
Type or Print Name _____		Authorized Official for the City of _____
e-Mail Address _____		

COUNTY ACTION (IF PROPOSED WORK CROSSES COUNTY RIGHT-OF-WAY, COUNTY ACTION IS REQUIRED)

"The undersigned county joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned county and recommends action on said permit application as noted below by the delegated county official".

☐ Recommend Approval	☐ Do Not Recommend Approval	☐ None Required
Signature _____ Title _____ Date _____		
Type or Print Name _____		Authorized Official for the County of _____
e-Mail Address _____		

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

☐ Recommend Approval	☐ Do Not Recommend Approval	☐ None Required
Authorized FHWA Representative Signature _____		Date _____

DEPARTMENT OF TRANSPORTATION FINAL ACTION

☐ Application Approved	☐ Application Denied	Permit Number: _____
---	---	----------------------

Authorized Highway District Representative _____	Signature _____	Date _____
--	-----------------	------------

e-Mail Address _____	
----------------------	--

Notice of intention to commence activities on the highway rights-of-way shall be submitted by the applicant a minimum of 48 hours prior to actually commencing the activities as herein granted by this approved application. Notice is to be given to the following Iowa Department of Transportation representative:

Local DOT Contact Person (Type or Print Name)		Phone Number	
Street Address	City/Town	State	ZIP Code
e-Mail Address		IA	

CITY OF GRINNELL

New info and procedures are highlighted and effective as of 7/16/2020

PUBLIC RIGHT-OF-WAY COMMUNICATIONS SYSTEM LICENSE APPLICATION ORDINANCE NO. 1060

1. Applicant: Mahaska Communication Group 210 S D
Name Address
Oskaola IA 52577 641-676-1000
City, State Zip Telephone
2. Contact Info for Matt Huley 210 S D
Installation Name Address
Crew: Oskaola IA 52577 641-638-1661
City, State Zip Telephone

3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:

- ☐ Plans drawn to scale.
- ☐ Street names.
- ☐ Right-of-way widths.
- ☐ Pavement widths.
- ☐ Sidewalk location and width including sidewalk ramps.
- ☐ Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures,
Water stop-boxes, ditches, and utility vaults.
- ☐ Horizontal and vertical location and physical size of the proposed utility.
- ☐ Proposed construction work method such as "open cut" or "bore".
- ☐ A drawing and explanation of concrete or asphalt restoration.
- ☐ Information regarding sod work and tree replacement.
- ☐ Location of other existing utilities within the work area.
- ☐ Typical detail sections where special attention is required for some restoration work.
- ☐ Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
- ☐ Detailed time schedule.
- ☐ Address of adjacent properties.
- ☐ Legal description of communication system location.

4. List any other items of concern particular to this project:

5. **Pre-Installation Meeting:** Before any work begins an on-site meeting with a City of Grinnell Representative must occur to go over the proposed project and verify any hazards or issues that must be taken note of. Work that begins without this meeting may result in Civil Citations being issued against the parties listed on this application.
6. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt) Receipt No. _____.
7. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

Office Use Only

Fees: Administrative Fee:		<u>\$50.00</u>	
Use Fee:			
(No Additional Customers) Greater of \$100.00 or:			
Linear Feet Within C-2:		x \$1.00	
Linear Feet Outside C-2:	850.00	x \$0.50	425.00
		<u>Total:</u>	\$ <u>475.00</u>

(Additional Customers) Greater of \$100.00 or 3% Gross Revenues from Services. Paid annually.

Date of Acceptance 7/31/2026

Date of Approval _____

Staff TA



APPLICATION TO PERFORM WORK
WITHIN STATE HIGHWAY RIGHT-OF-WAY

FOR DEPARTMENT USE ONLY

Permit Number		Highway Number		County	
DOT Project Number				Expiration/Completion Date	
APPLICANT (INDIVIDUAL OR COMPANY)			(ASSISTANCE FROM DEPARTMENT AVAILABLE UPON REQUEST)		
First Name Brandon		Middle G	Last Name Williams		Ext. 2783
Company Name Mahaska Communication Group				Phone Number 641-676-1000	Ext.
Street Address 210 S D St			City/Town Oskaloosa	State IA	ZIP Code 52577
WORK TO BE ACCOMPLISHED					
Approval is hereby requested to enter within the state right-of-way and to complete the proposed work as detailed on the attachments and further described as follows:					
Replacing a section of 36ct fiber optic cable on the east side of Hwy 146 in Grinnell, starting on the NW of 1710 West St S, going south to 1810 West St S.					

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements.) <https://iowadot.gov/media/140/download?inline>

WORK SITE LOCATION

The proposed work as described above is located in Section 28, Twp. T80N, Range R16W on Highway No. 146 generally located 0 (miles) (direction) from Grinnell (city, county line, or other land line). Work proposed is more specifically located as being from 19.227 (Milepost #) and 3005+50 (Highway Station) to 19.387 (Milepost #) and 2997+25 (Highway Station) on the East side of highway.

All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Iowa Department of Transportation for any materials removed from the highway right-of-way described as follows:

The following special requirements shall apply to this permit:

Disclosure Statement: The information furnished on this form will be used by the Department of Transportation to determine approval or denial of the application. Failure to provide all information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.

AGREEMENTS

The applicant agrees that if granted a permit to do said work the following stipulations shall govern.

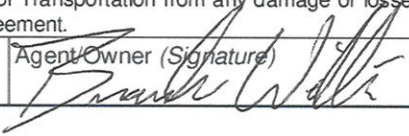
1. The applicant shall carry on the construction, repair, and maintenance with serious regard to the safety of the traveling public and adjacent property owners and shall save the State and the Iowa Department of Transportation harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair, or maintenance operations.
2. The applicant shall indemnify and save harmless the State of Iowa, its agencies, and employees, from any and all causes or actions, suits at law or in equity, for losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the applicant's use or occupancy of the public highway.
3. The applicant shall hold the State and the Iowa Department of Transportation harmless of any damage that may result to said highway because of the construction or maintenance of the facility, and shall reimburse the State or the Iowa Department of Transportation for any expenditures that the State of Iowa or the Iowa Department of Transportation may have to make on said highway rights-of-way on account of said applicant's construction or maintenance activity or lack thereof.
4. Traffic protection shall minimally be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using traffic control devices including signs, warning lights, and channelizing devices as needed while work is in progress or the clear zone is impacted. Flagging operations are the responsibility of the applicant. The Department's TC XXX Series Standards are the preferred traffic control specification plans.

https://documents.iowa.gov/#4206904_2=Transportation&4206904_19=Design&10298065_5=TC%20-%20Traffic%20Control&search-logic='format'&page_length_parm=25

5. The Permit Holder is responsible for contacting Iowa One-Call (1-800-292-8989) and requesting the location of all underground utilities forty-eight (48) hours before excavation. Before beginning work in the highway right-of-way, the Permit Holder shall also contact any other known utility located in the area of the proposed work.
 6. A copy of the approved permit shall be available on the job site at all times for examination by Department personnel.
 7. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition. Any damage to any other underground facilities during installation shall be repaired at the permit holder's expense.
 8. If the proposed work results in a pool of water on the applicant's property, this pool of water will be exclusively owned, controlled, and maintained by the applicant. That part of the modification located on highway right-of-way will be maintained by the Iowa Department of Transportation for road purposes only.
 9. The applicant shall maintain any drainage structure built within the right-of-way that is built for the benefit of the applicant and not necessary for highway use.
 10. This permit is subject to any laws now in effect as well as any new laws which may be hereafter enacted and all applicable rules and regulations of local, state, and federal agencies.
 11. This permit is subject to all the rules and regulations of the Iowa Department of Transportation, and to revocation by the Iowa Department of Transportation at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.
 12. The Permit Holder agrees to give the Department forty-eight (48) hours notice of its intention to start construction or to perform routine maintenance on the highway right-of-way. Said notice shall be made to the local DOT contact person whose name is shown on Page 3.
- 511 Notification** - The Permit Holder or their contractor **may not obstruct or close** primary highways or primary highway extensions (state highways within city limits) **without prior consent of the department**, except in emergency situations. Before setting up a lane closure or vertical/horizontal restriction of any kind on a primary highway, call the local DOT Maintenance Garage **AND** the Traffic Management Center per attached documents. Except in emergency situations, a 10-day advance notice is required.
- <http://www.iowadot.gov/traffic/utility/pdfs/511UtilityNotification.pdf>
13. Unless specifically noted in item #16, all work performed within the right-of-way shall be restricted to a time frame of 30 minutes after sunrise to 30 minutes before sunset.
 14. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.

Applicant Signature and Agreement

The undersigned have read the stipulations of this permit agreement as stated as well as attachments which may be included and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is received for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Applicant Name (First, M.I., Last – Print or Type)	Agent/Owner (Signature)	Date
Brandon G Williams		7/29/2026
e-Mail Address brandon.williams@musco.com		

CITY ACTION (IF PROPOSED WORK IS WITHIN AN INCORPORATED CITY, CITY ACTION IS REQUIRED)

"The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official".

☐ Recommend Approval ☐ Do Not Recommend Approval ☐ None Required

Signature	Title	Date
Type or Print Name		Authorized Official for the City of
e-Mail Address		

COUNTY ACTION (IF PROPOSED WORK CROSSES COUNTY RIGHT-OF-WAY, COUNTY ACTION IS REQUIRED)

"The undersigned county joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned county and recommends action on said permit application as noted below by the delegated county official".

☐ Recommend Approval ☐ Do Not Recommend Approval ☐ None Required

Signature	Title	Date
Type or Print Name		Authorized Official for the County of
e-Mail Address		

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

☐ Recommend Approval ☐ Do Not Recommend Approval ☐ None Required

Authorized FHWA Representative Signature	Date
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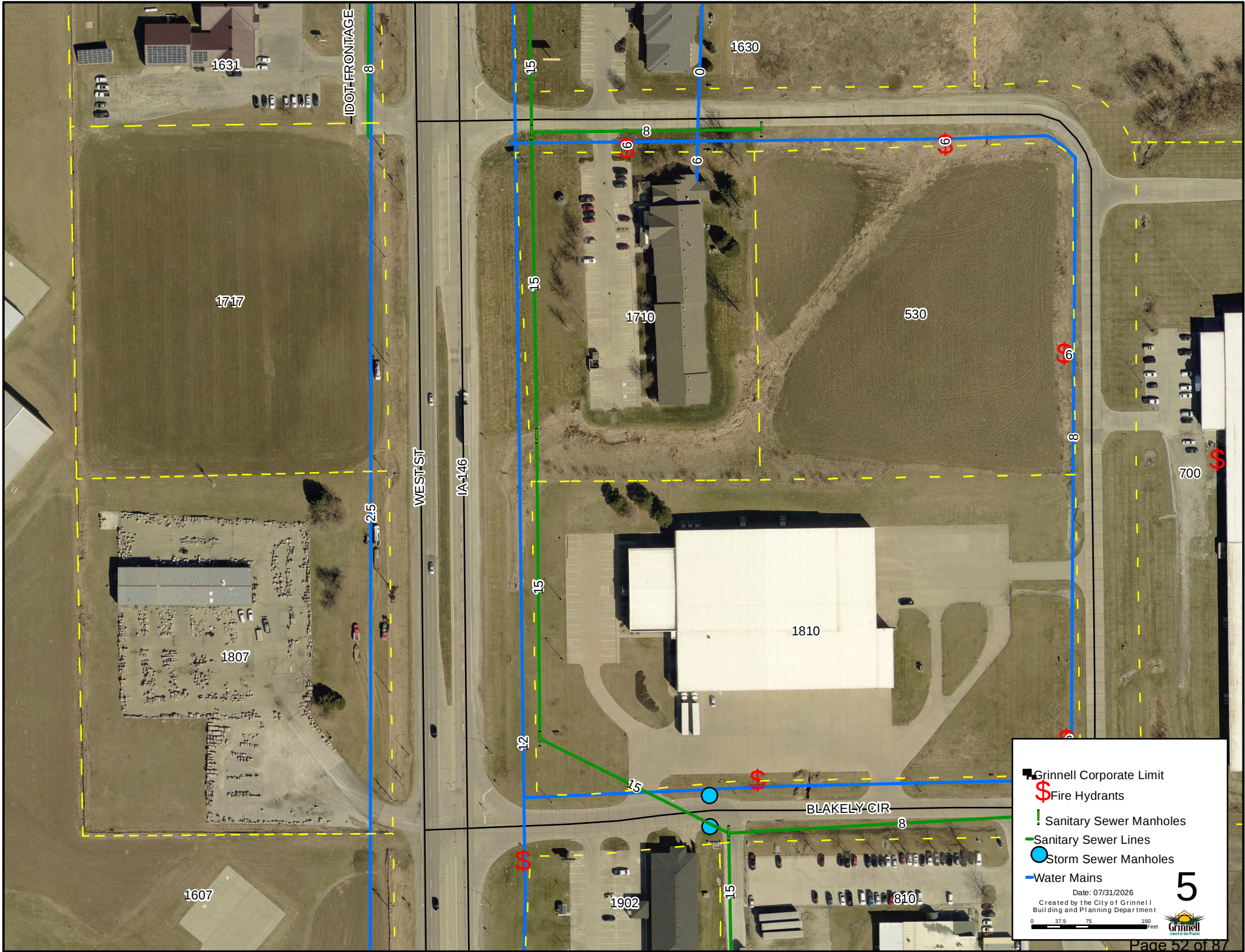
DEPARTMENT OF TRANSPORTATION FINAL ACTION

☐ Application Approved ☐ Application Denied Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

Notice of intention to commence activities on the highway rights-of-way shall be submitted by the applicant a minimum of 48 hours prior to actually commencing the activities as herein granted by this approved application. Notice is to be given to the following Iowa Department of Transportation representative:

Local DOT Contact Person (Type or Print Name)		Phone Number	
Street Address	City/Town	State IA	ZIP Code
e-Mail Address			



 Grinnell Corporate Limit

 Fire Hydrants

 Sanitary Sewer Manholes

 Sanitary Sewer Lines

 Storm Sewer Manholes

 Water Mains

Date: 07/31/2026

Created by the City of Grinnell

Building and Planning Department



037.575150

Feet

5

Grinnell

Level of the Prairie

RESOLUTION NO. 2026-115

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 11 (RETAINAGE) IN THE AMOUNT OF \$53,235.16 TO CON-STRUCT, INC. FOR THE SCOUT SUBDIVISION PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc. on May 6, 2024, for the Scout Subdivision Project; and

WHEREAS, Pay Estimate No. 11 has been initiated by the City of Grinnell and Con-Struct, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 11(retainage); and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$53,235.16 to Con-Struct, Inc. for the Scout Subdivision.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

RESOLUTION NO. 2026-116

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 3 (RETAINAGE) IN THE AMOUNT OF \$14,620.05 TO MANATT'S INC. FOR THE BLISS STREET & 8TH AVENUE IMPROVEMENTS PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Manatt's Inc. on May 19, 2025, for the Bliss Street and 8th Avenue Improvements Project; and

WHEREAS, Pay Estimate No. 3 (retainage) has been initiated by the City of Grinnell and Manatt's, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 3 (retainage); and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$14,620.05 to Manatt's, Inc. for the Bliss Street & 8th Avenue Improvements Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

GRINNELL BLISS ST & 8TH AVE IMPROVEMENTS

Retainage Pay Request Aug 3 2026

ITEM	DESCRIPTION	UM	TO DATE	UP	COMPLETED TOTAL
1	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00
2	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00
3	CONSTRUCTION STAKING	LS	1	\$4,500.00	\$4,500.00
4	CLASS 10 EXCAVATION	CY	1060	\$20.00	\$21,200.00
5	SURFACING REMOVAL	SY	5620	\$2.88	\$16,185.60
6	SUBGRADE TREATMENT	SY	6032	\$6.35	\$38,303.20
7	COMPACTION TESTING	LS	1	\$2,500.00	\$2,500.00
8	MODIFIED SUBBASE	SY	6032	\$15.00	\$90,480.00
9	HMA SURFACE COURSE	SY	4675	\$12.61	\$58,951.75
10	HMA INTERMEDIATE COURSE	SY	2208	\$14.03	\$30,978.24
11	HMA BASE COURSE	SY	4675	\$24.43	\$114,210.25
12	PAINTED PAVEMENT MARKINGS, DURABLE	ST	0	\$24.00	\$0.00
13	GRANULAR SURFACING	SY	349	\$20.00	\$6,980.00
	HMA DRIVEWAY, 6", REMOVE AND				
14	REPLACE(REPLACE ONLY)	SY	161	\$69.66	\$11,215.26
15	PCC DRIVEWAY, 6", REMOVE AND REPLACE	SY	390.3	\$85.49	\$33,366.75
16	SEEDING, FERTILIZING, AND MULCHING, TYPE 1	ACRE	0	\$5,000.00	\$0.00
17	SILT FENCE	LF	0	\$1.50	\$0.00
18	FILTER SOCKS, 8"	LF	0	\$3.00	\$0.00

\$446,371.05

CO 1	30' Pipe	LS	1	22374	\$22,374.00
CO 2	Dual Culverts	LS	1	18590	\$18,590.00

Total to Date	\$487,335.05
Retainage	\$0.00
Total less Retainage	\$487,335.05
Previous Payments	\$472,715.00
Current Amount Due	\$14,620.05

 7/20/26
 Veenstra & Kimm Date

 City of Grinnell Date

**1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905**

Page 57 of 87

RESOLUTION NO. 2026-117

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 6 (RETAINAGE) IN THE AMOUNT OF \$13,824.97 TO CON-STRUCT, INC. FOR THE BROAD STREET INLAY PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. on May 19, 2025, for Broad Street Inlay Project; and

WHEREAS, Pay Estimate No. 6 (retainage) has been initiated by the City of Grinnell and Con-Struct, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 6 (retainage); and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$13,824.97 to Con-Struct, Inc. for the Broad Street Inlay Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

RESOLUTION NO. 2026-118

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$85,858.58 TO CON-STRUCT, INC. FOR THE 10TH AVENUE RAISED CROSSWALK PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caldwell Tanks, Inc. on May 18, 2026, for the 10th Avenue Raised Crosswalk Project; and

WHEREAS, Pay Estimate No. 1 has been initiated by the City of Grinnell and Con-Struct, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 1; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$85,858.58 to Con-Struct, Inc. for the 10th Avenue Raised Crosswalk Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Page.1

RESOLUTION NO. 2026-119

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$439,034.13 TO INROADS, LLC. FOR THE 16TH AVENUE HMA PAVING IMPROVEMENTS PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caldwell Tanks, Inc. on February 26, 2026, for the 16th Avenue HMA Paving Improvement Project; and

WHEREAS, Pay Estimate No. 1 has been initiated by the City of Grinnell and InRoads, LLC.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 1; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$439,034.13 to InRoads, LLC. for the 16th Avenue HMA Paving Improvements Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

16th Avenue HMA Paving Improvements Grinnell Iowa				InRoads, LLC 4761 NE 20th Lane Des Moines, IA 50313		
Pay Request #1		July 29, 2026				
ITEM NO.	DESCRIPTION	UNIT	To Date QUANTITY	UNIT PRICE	EXTENDED PRICE	
1	Demolition Work, Concrete Rubble Removal	LS	0.75	\$ 1,350.00	\$ 1,012.50	
2	Construction Survey	LS	0.75	\$ 5,900.00	\$ 4,425.00	
3	Mobilization	LS	0.75	\$ 42,000.00	\$ 31,500.00	
4	Storm Sewer, Trenched, PVC 12"	LF	570	\$ 38.00	\$ 21,660.00	
5	Fire Hydrant Adjustment	EA	1	\$ 3,000.00	\$ 3,000.00	
6	Intake, SW-512, 24"	EA	5	\$ 6,000.00	\$ 30,000.00	
7	Intake Adjustment, Minor	EA	1	\$ 1,500.00	\$ 1,500.00	
8	HMA Overlay, 3", 1/2" Mix, PG 58-28H	SY	0	\$ 0.00	\$ 0.00	
9	HMA Shoulders, 6", 3/4" Mix, PG 58-28H	SY	0	\$ 0.00	\$ 0.00	
10	Removal of Driveway	SY	85	\$ 18.00	\$ 1,530.00	
11	Sidewalk, PCC, 6" (Thickness)	SY	0	\$ 86.00	\$ 0.00	
12	Detectable Warning	SF	0	\$ 45.00	\$ 0.00	
13	Driveway, Paved, HMA 8"	SY	172	\$ 120.00	\$ 20,640.00	
14	Full Depth Reclamation	SY	2,800	\$ 2.40	\$ 6,720.00	
15	Painted Pavement Markings, Solvent/Waterborne	LS	0	\$ 4,000.00	\$ 0.00	
16	Temporary Traffic Control	LS	0.75	\$ 17,500.00	\$ 13,125.00	
17	Traffic Signs	LS	0	\$ 2,500.00	\$ 0.00	
18	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0	\$ 4,750.00	\$ 0.00	
19	SWPPP Preparation	LS	1	\$ 1,000.00	\$ 1,000.00	
20	SWPPP Management	LS	0.75	\$ 3,600.00	\$ 2,700.00	
21	Inlet Protection Device	EA	1	\$ 250.00	\$ 250.00	
22	Filter Sock, 8"	LF	1,675	\$ 2.00	\$ 3,350.00	
23	Filter Socks, Removal	LF	0	\$ 0.75	\$ 0.00	
24	Turf Reinforcement Mats, Type 2	SQ	0	\$ 33.50	\$ 0.00	
25	Earth Shoulders	STA	0	\$ 300.00	\$ 0.00	
26	Embankment in Place	CY	3,000	\$ 33.75	\$ 101,250.00	
27	Temporary Surfacing	TN	50	\$ 85.00	\$ 4,250.00	
28	Parcel Accommodation #1	LS	0.50	\$ 2,500.00	\$ 1,250.00	
29	Parcel Accommodation #2	LS	0.50	\$ 1,250.00	\$ 625.00	
30	Parcel Accommodation #3	LS	0.50	\$ 7,250.00	\$ 3,625.00	
31	UPRR Contractor's Right of Entry Agreement	LS	1	\$ 9,000.00	\$ 9,000.00	
CO1.1	3 inch RAP for Shoulders	SY	1,425	\$ 9.00	\$ 12,825.00	
CO1.2	4 inch Base HMA Mix	SY	4125	\$ 28.00	\$ 115,500.00	
CO1.3	2 inch Surface Mix	SY	4125	\$ 15.00	\$ 61,875.00	

Total Completed to date	\$ 452,612.50
3% Retainage	\$ 13,578.38
Eligible Amount	\$ 439,034.13
Less Previous Payments	\$ -
Amount Due this Period	\$ 439,034.13



Veenstra & Kimm

7/29/26

Date

City of Grinnell

Date

RESOLUTION NO. 2026-120

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$28,050.95 TO CON-STRUCT, INC. FOR THE LIBRARY HANDICAPPED PARKING PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caldwell Tanks, Inc. on May 18, 2026, for the Library Handicapped Parking Project; and

WHEREAS, Pay Estimate No. 1 has been initiated by the City of Grinnell and Con-Struct, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 1; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$28,050.95 to Con-Struct, Inc. for the Library Handicapped Parking Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Page 1

RESOLUTION NO. 2026-121

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 16 IN THE AMOUNT OF \$279,430.63 TO CALDWELL TANKS, INC. FOR THE SOUTH WATER TOWER PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caldwell Tanks, Inc. on August 19, 2024, for the South Water Tower Project; and

WHEREAS, Pay Estimate No. 16 has been initiated by the City of Grinnell and Caldwell Tanks, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 16; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$279,430.63 to Caldwell Tanks, Inc. for the South Water Tower Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director



6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

PROJECT TITLE: *South Water Tower*

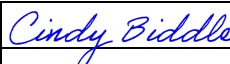
Date: 7/28/2026

Pay Period: June 26, 2026 to July 25, 2026

[illegible]

Total Value Completed - Bid Items	\$3,320,955.00
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MATERIALS STORED SUMMARY					
Item No.	Description	Unit	Quantity	Unit Price	Extended Cost
Total Materials Stored					\$0.00

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$3,740,000.00	\$3,320,955.00
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Iowa DNR Modifications	\$0.00	\$0.00
2	Logo Modifications and Door Stoop	\$22,102.50	\$0.00
3		\$0.00	\$0.00
Total Change Orders		\$22,102.50	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$3,762,102.50	\$3,320,955.00
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$3,320,955.00
Retainage (5%)			\$166,047.75
Total Earned Less Retainage			\$3,154,907.25
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	October 17, 2024 to October 25, 2024	\$106,590.00	
2	October 26, 2024 to March, 25, 2025	\$75,501.25	
3	March 26, 2024 to April 25, 2025	\$37,520.25	
4	April 26, 2025 to May 25, 2025	\$210,216.00	
5	May 26, 2025 to June 25, 2025	\$119,476.13	
6	June 26, 2025 to July 25, 2025	\$786,939.98	
7	July 26, 2025 to August 25, 2025	\$281,293.79	
8	August 26, 2025 to September 25, 2025	\$185,657.27	
9	September 26, 2025 to October 25, 2025	\$322,833.75	
10	October 26, 2025 to November 20, 2025	\$277,925.73	
11	November 21, 2025 to December 25, 2025	\$96,421.53	
12	December 26, 2025 to January 29, 2026	\$75,047.91	
13	January 30, 2026 to February 25, 2026	\$42,884.52	
14	February 26, 2026 to May 25, 2026	\$178,410.95	
15	May 26, 2025 to June 25, 2025	\$78,757.56	
		Total Previously Approved	\$2,875,476.62
Amount Due This Request			\$279,430.63
Note: The amount \$279,430.63 is recommended for approval for payment in accordance with the terms of the Contract.			
		CONTRACT SUMMARY	
		ORIGINAL CONTRACT AMOUNT	\$3,740,000.00
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$3,762,102.50
		THIS PARTIAL PAYMENT	\$279,430.63
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$3,154,907.25
		BALANCE	\$607,195.25
		PERCENT COMPLETE	88.3%
Recommended By: Veenstra & Kimm, Inc.		Contractor: Caldwell Tanks, Inc.	Approved by: City of Grinnell
Signature		Signature	
Name	Forrest Aldrich	Name	Cindy Biddle
Title	Project Engineer	Title	Accounting Manager
Date	7/28/2026	Date	

RESOLUTION NO. 2026-122

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 17 IN THE AMOUNT OF \$804,531.09 TO WRH, INC. FOR THE WATER PLANT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc. on December 2, 2024, for the Water Plant Project; and

WHEREAS, Pay Estimate No. 17 has been initiated by the City of Grinnell and WRH, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 17; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$804,531.09 to WRH, Inc. for the Water Plant Project.

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Contractor's Application for Payment

Owner: <u>City of Grinnell</u> Engineer: <u>McClure</u> Contractor: <u>Wendler, Inc</u> Project: <u>Water System Improvements 2023 Water Treatment Plant Grinnell, Iowa</u> Contract: _____	Owner's Project No.: <u>FS-79-24-DWSRF-006</u> Engineer's Project No.: <u>2022000116-003</u> Contractor's Project No.: <u>2402-00-1445</u>
Application No.: <u>17</u> Application Date: <u>7/27/2026</u> Application Period: From <u>7/1/2026</u> to <u>7/31/2026</u>	

1. Original Contract Price	\$ 18,990,000.00
2. Net change by Change Orders	\$ 463,719.35
3. Current Contract Price (Line 1 + Line 2)	\$ 19,453,719.35
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 13,672,536.13
5. Retainage	
a. <u>5%</u> X <u>\$ 12,687,314.97</u> Work Completed =	\$ 634,365.75
b. <u>5%</u> X <u>\$ 985,221.16</u> Stored Materials =	\$ 49,261.06
c. Total Retainage (Line 5.a + Line 5.b)	\$ 683,626.81
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 12,988,909.32
7. Less previous payments (Line 6 from prior application)	\$ 12,184,378.23
8. Amount due this application	\$ 804,531.09
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 6,464,810.03

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Wendler, Inc. -</u>	
Signature: <u>Colton Singbeil</u>	Date: <u>7/27/2026</u>

Recommended by Engineer By: _____ Title: <u>Project Manager</u> Date: <u>7/30/2026</u> Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: <u>Mayor</u> Date: <u>8/3/2026</u>
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA					Owner's Project No.: FS-79-24-DWSRF-006			
Engineer:	McClure Engineering Company - Coralville, IA					Engineer's Project No.: 2022000116-003			
Contractor:	WRH, Inc. - South Amana, IA					Contractor's Project No.: 2402-00-1445			
Project:	Water System Improvements 2023								
Contract:	Water Treatment Plant								

Application No.:	17 (Seventeen)	Application Period:	From	07/01/26	to	07/31/26	Application Date:	07/27/26
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			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
DIVISION 1 - GENERAL REQUIREMENTS								
1.1	Bonds / Permits / Insurance / Builders Risk Ins.	631,650.00	631,650.00	-	-	631,650.00	100%	-
1.2	Administration / Project Management	420,000.00	240,000.00	15,000.00	-	255,000.00	61%	165,000.00
1.3	Mobilization	350,000.00	350,000.00	-	-	350,000.00	100%	-
1.4	Demobilization	50,000.00	-	-	-	-	0%	50,000.00
1.5	SWPPP	60,000.00	36,375.00	2,150.00	-	38,525.00	64%	21,475.00
DIVISION 2 - EXISTING CONDITIONS								
2.1	Concrete Demolition	320,000.00	20,000.00	15,000.00	-	35,000.00	11%	285,000.00
2.2	Process Equipment and Pipe Demolition	75,000.00	-	-	-	-	0%	75,000.00
DIVISION 3 - CONCRETE								
3.1	Concrete Submittals	5,000.00	5,000.00	-	-	5,000.00	100%	-
3.2	Concrete Reinforcing	62,000.00	52,000.00	-	10,000.00	62,000.00	100%	-
3.3	Cast-in-place Concrete	248,000.00	248,000.00	-	-	248,000.00	100%	-
3.4	Transformer / Generator / Surge Relief Vessel Pads	25,000.00	20,000.00	-	-	20,000.00	80%	5,000.00
3.5	Concrete Finishing	75,000.00	75,000.00	-	-	75,000.00	100%	-
3.6	Diamond Polishing Concrete Floors	14,000.00	-	-	-	-	0%	14,000.00
3.7	Precast Concrete Hollow Core Planks	30,000.00	30,000.00	-	-	30,000.00	100%	-
3.8	Grouting	20,000.00	7,500.00	5,000.00	-	12,500.00	63%	7,500.00
DIVISION 4 - UNIT MASONRY								
4.1	Masonry Submittals	10,000.00	10,000.00	-	-	10,000.00	100%	-
4.2	Unit Masonry (CMU)	540,000.00	540,000.00	-	-	540,000.00	100%	-
4.3	Unit Masonry (Brick)	360,000.00	360,000.00	-	-	360,000.00	100%	-
DIVISION 5 - METALS								
5.1	Metals Submittals	10,000.00	10,000.00	-	-	10,000.00	100%	-
5.2	Structural Steel	46,000.00	46,000.00	-	-	46,000.00	100%	-
5.3	Joist/ Decking	150,100.00	150,100.00	-	-	150,100.00	100%	-
5.4	Miscellaneous	91,650.00	91,650.00	-	-	91,650.00	100%	-
DIVISION 6 - WOOD, PLASTICS, COMPOSITES								
6.1	Wood, Plastics, Composites submittals	5,000.00	5,000.00	-	-	5,000.00	100%	-
6.2	Rough Carpentry	50,000.00	35,000.00	-	-	35,000.00	70%	15,000.00
6.3	Plastic Laminate Faced Architectural Cabinets	35,000.00	-	-	-	-	0%	35,000.00
6.4	Fiberglass Structural Assemblies	150,000.00	137,000.00	-	-	137,000.00	91%	13,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Contractor:	WRH, Inc. - South Amana, IA					Contractor's Project No.: 2402-00-1445		
Project:	Water System Improvements 2023							
Contract:	Water Treatment Plant							

Application No.:	17 (Seventeen)	Application Period:	From	07/01/26	to	07/31/26	Application Date:	07/27/26
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			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 7 - THERMAL and MOISTURE PROTECTION								
7.1	Thermal and Moisture Protection submittals	5,000.00	5,000.00	-		5,000.00	100%	-
7.2	Thermal Insulation	15,000.00	15,000.00	-		15,000.00	100%	-
7.3	Weather barriers	30,000.00	30,000.00	-		30,000.00	100%	-
7.4	Underslab Vapor Barriers	8,000.00	8,000.00	-		8,000.00	100%	-
7.5	Firestopping	10,000.00	10,000.00	-		10,000.00	100%	-
7.6	Aluminum Honeycomb Panel System	55,000.00	55,000.00	-		55,000.00	100%	-
7.7	Thermoplastic Polyolefin Roofing	150,000.00	150,000.00	-		150,000.00	100%	-
7.8	Sheet Metal Work	45,700.00	45,700.00	-		45,700.00	100%	-
7.9	Access Hatches	5,000.00	5,000.00	-		5,000.00	100%	-
7.10	Joint Sealants	20,000.00	15,000.00	-		15,000.00	75%	5,000.00
DIVISION 8 - OPENINGS								
8.1	Openings Submittals	10,000.00	10,000.00	-		10,000.00	100%	-
8.2	Hollow Metal Frames and Doors	30,000.00	30,000.00	-	-	30,000.00	100%	-
8.3	Flush Wood Doors	15,777.00	3,000.00	-	8,512.00	11,512.00	73%	4,265.00
8.4	Insulated Rolling Service Doors	150,000.00	134,659.00	-	-	134,659.00	90%	15,341.00
8.5	Aluminum-Framed Entrances and Storefronts	65,388.00	65,388.00	-	-	65,388.00	100%	-
8.6	Finish Hardware	5,000.00	-	-		-	0%	5,000.00
8.7	Glazing	108,800.00	98,000.00	-		98,000.00	90%	10,800.00
DIVISION 9 - FINISHES								
9.1	Finishes Submittals	5,000.00	4,000.00	1,000.00		5,000.00	100%	-
9.2	Gypsum Board	15,000.00	-	-		-	0%	15,000.00
9.3	Acoustical and Kitchen Ceiling Tile	12,000.00	-	-		-	0%	12,000.00
9.4	Resilient Base	8,000.00	-	-		-	0%	8,000.00
9.5	Resinous Flooring	18,000.00	-	-		-	0%	18,000.00
9.6	Tile Carpeting	5,000.00	-	-		-	0%	5,000.00
9.7	Decorative Fiberglass Reinforced Wall Panels	10,000.00	-	-		-	0%	10,000.00
9.8	Painting and Coating	250,000.00	195,000.00	-		195,000.00	78%	55,000.00
9.9	High-Performance Coatings	120,000.00	-	-		-	0%	120,000.00
DIVISION 10 - SPECIALTIES								
10.1	Signage	12,000.00	10,000.00	-		10,000.00	83%	2,000.00
10.2	Toilet Accessories	5,000.00	-	-		-	0%	5,000.00
10.3	Fire Extinguishers	3,000.00	1,000.00	-		1,000.00	33%	2,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Project:	Water System Improvements 2023							
Contract:	Water Treatment Plant							
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DIVISION 12 - FURNISHINGS								
12.1	Furnishings submittals	5,000.00	5,000.00	-		5,000.00	100%	-
12.2	Lab Equipment and Furnishings Allowance	150,000.00	-	-		-	0%	150,000.00
12.3	Motorized Roller Shades	7,000.00	-	-		-	0%	7,000.00
DIVISION 21 - FIRE SUPPRESSION								
21.1	Fire Suppression Submittal	5,000.00	5,000.00	-		5,000.00	100%	-
21.2	Wet-Pipe Sprinkler Systems	44,620.00	38,000.00	3,500.00		41,500.00	93%	3,120.00
DIVISION 22 - PLUMBING								
22.1	Plumbing Submittals	5,000.00	5,000.00	-		5,000.00	100%	-
22.2	Facility Water Distribution (Labor)	130,000.00	115,700.00	500.00		116,200.00	89%	13,800.00
22.3	Facility Water Distribution (Materials)	85,000.00	85,000.00	-		85,000.00	100%	-
22.4	Facility Sanitary Sewage (Labor)	19,854.00	19,854.00	-		19,854.00	100%	-
22.5	Facility Sanitary Sewage (Materials)	65,000.00	65,000.00	-		65,000.00	100%	-
22.6	Facility Storm Sewage (Labor)	32,000.00	32,000.00	-		32,000.00	100%	-
22.7	Facility Storm Sewage (Materials)	50,000.00	50,000.00	-		50,000.00	100%	-
DIVISION 23 - HVAC								
23.1	HVAC Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
23.2	HVAC Equipment	370,000.00	192,510.12	-	-	192,510.12	52%	177,489.88
23.3	HVAC Labor	257,100.00	228,500.00	1,000.00		229,500.00	89%	27,600.00
23.4	Testing and balancing	25,000.00	-	-		-	0%	25,000.00
DIVISION 26 - ELECTRICAL								
26.1	Electrical Submittals	10,000.00	5,000.00	-		5,000.00	50%	5,000.00
26.2	Electrical Requirements (Materials)	37,500.00	33,780.00	-		33,780.00	90%	3,720.00
26.3	Electrical Requirements (Labor)	18,000.00	15,985.00	-		15,985.00	89%	2,015.00
26.4	Wiring Material (conduit and wiring) (Materials)	535,000.00	373,057.30	25,951.71	5,329.00	404,338.01	76%	130,661.99
26.5	Wiring Material (conduit and wiring) (Labor)	400,000.00	261,380.70	40,000.00		301,380.70	75%	98,619.30
26.6	Electrical Equipment (Materials)	515,000.00	208,151.25	51,297.40		259,448.65	50%	255,551.35
26.7	Electrical Equipment (Labor)	215,000.00	82,250.00	26,000.00		108,250.00	50%	106,750.00
26.8	Lighting and Wiring Devices (Materials)	100,000.00	35,595.60	14,000.00	-	49,595.60	50%	50,404.40
26.9	Lighting and Wiring Devices (Labor)	60,000.00	24,747.65	5,000.00		29,747.65	50%	30,252.35
26.10	Well 8 Standby Power Systems (Materials)	165,000.00	-	-	31,206.00	31,206.00	19%	133,794.00
26.11	Well 8 Standby Power Systems (Labor)	85,000.00	-	-	-	-	0%	85,000.00
26.12	Well 9 Standby Power System (Materials)	175,000.00	-	-	58,644.00	58,644.00	34%	116,356.00
26.13	Well 9 Standby Power System (Labor)	75,000.00	-	-	-	-	0%	75,000.00
26.14	WTP Standby Power System (Materials)	420,000.00	196,618.55	19,777.95	42,257.90	258,654.40	62%	161,345.60
26.15	WTP Standby Power System (Labor)	100,000.00	45,000.00	4,500.00		49,500.00	50%	50,500.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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DIVISION 28 - ELECTRIC SAFETY AND SECURITY								
28.1	Electric Safety and Security Submittals	10,000.00	5,000.00	-		5,000.00	50%	5,000.00
28.2	Access Control and Surveillance (Materials)	13,598.00	1,359.80	-	12,238.20	13,598.00	100%	-
28.3	Access Control and Surveillance (Labor)	11,523.00	1,152.30	1,152.30		2,304.60	20%	9,218.40
28.4	Intruder Detection and Alarm Allowance	25,000.00	-	-		-	0%	25,000.00
DIVISION 31 - EARTHWORK								
31.1.	Over-Excavation	100,000.00	100,000.00	-		100,000.00	100%	-
31.2	Engineered / Aggregate fill	120,000.00	120,000.00	-		120,000.00	100%	-
31.3	Excavate and Backfill Footings	120,000.00	120,000.00	-		120,000.00	100%	-
31.4	Site Grading	80,000.00	67,500.00	-		67,500.00	84%	12,500.00
DIVISION 32 - EXTERIOR IMPROVEMENTS								
32.1	Concrete Pavement	150,000.00	35,000.00	50,000.00		85,000.00	57%	65,000.00
32.2	Asphalt Pavement	100,000.00	-	35,000.00		35,000.00	35%	65,000.00
32.3	Sidewalks, Shared Use Paths and Driveways	50,000.00	-	10,000.00		10,000.00	20%	40,000.00
32.4	Seeding	20,000.00	-	-		-	0%	20,000.00
DIVISION 33 - UTILITIES								
33.1	Utilities Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
33.2	Submersible Turbine Well Pump and Motor	656,384.00	-	-		-	0%	656,384.00
33.3	Well Development and Testing - Chlorine Shock (Unit Price 1: 1 LS @ \$19,793.00 / LS)	19,793.00	-	-		-	0%	19,793.00
33.4	Well Development and Testing - Acid Treatment (Unit Price 2: 1 LS @ \$47,093.00 / LS)	47,093.00	-	-		-	0%	47,093.00
33.5	Well Development and Testing - Surging/Balling (Unit Price 3: 80 HR @ \$745.00 / HR)	59,600.00	-	-		-	0%	59,600.00
33.6	Well Abandonment	174,000.00	-	-		-	0%	174,000.00
33.7	Water Utility System	275,000.00	220,000.00	15,000.00	25,000.00	260,000.00	95%	15,000.00
33.8	Sanitary Utility System	150,000.00	105,000.00	-		105,000.00	70%	45,000.00
33.9	Storm Water Utility System	150,000.00	150,000.00	-		150,000.00	100%	

Progress Estimate - Lump Sum Work

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DIVISION 40 - PROCESS INTERCONNECTIONS								
40.1	Process Interconnections Submittals	20,000.00	15,000.00	5,000.00		20,000.00	100%	-
40.2	Process Piping - Ductile Iron	195,000.00	136,000.00	-		136,000.00	70%	59,000.00
40.3	Process Piping - PVC	100,700.00	8,000.00	-		8,000.00	8%	92,700.00
40.4	Process Piping - Stainless Steel	305,000.00	10,000.00	-		10,000.00	3%	295,000.00
40.5	Pipe Hangers and Supports Materials	80,000.00	-	-		-	0%	80,000.00
40.6	Process valves	230,000.00	-	-	149,877.06	149,877.06	65%	80,122.94
40.7	Liquid Chemical Piping and Valves	40,000.00	5,500.00	-		5,500.00	14%	34,500.00
40.8	Process Instrumentation (Materials)	535,000.00	127,444.75	57,255.99	-	184,700.74	35%	350,299.26
40.9	Process Instrumentation (Labor)	70,000.00	15,113.00	5,637.50		20,750.50	30%	49,249.50
40.10	Control Descriptions (Materials)	355,000.00	87,700.70	34,700.70	158,578.50	280,979.90	79%	74,020.10
40.11	Control Descriptions (Labor)	30,000.00	5,500.00	1,000.00		6,500.00	22%	23,500.00
40.12	Scada System Equipment (Materials)	525,000.00	130,850.90	26,025.45	158,578.50	315,454.85	60%	209,545.15
40.13	Scada System Equipment (Labor)	85,000.00	19,034.10	3,017.05		22,051.15	26%	62,948.85
40.14	Controls Startup and Training	15,000.00	-	-		-	0%	15,000.00
DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT								
41.1	Monorail Hoist and Trolley Submittals	1,500.00	1,500.00	-		1,500.00	100%	-
41.2	Monorail Hoist and Trolley	10,000.00	10,000.00	-		10,000.00	100%	-
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT								
43.1	Process Gas / Liquid Handling Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
43.2	Vertical Turbine Pumps Open Lineshaft Type in Can	230,000.00	230,000.00	-	-	230,000.00	100%	-
43.3	High Density Cross-Linked Poly Storage Tanks	40,000.00	40,000.00	-		40,000.00	100%	-
43.4	Testing Tanks and Reservoirs	5,000.00	-	-		-	0%	5,000.00
43.5	Wire-wound Prestressed Concrete Tank (WWPCT) Submittal	60,000.00	60,000.00	-		60,000.00	100%	-
43.6	WWPCT - Mobilization	118,000.00	118,000.00	-		118,000.00	100%	-
43.7	WWPCT- Interior Tank Piping / Floor / Wall Footings	183,000.00	183,000.00	-		183,000.00	100%	-
43.8	WWPCT - Casting Wall Panels / Dome Panels	408,000.00	408,000.00	-		408,000.00	100%	-
43.9	WWPCT - Erect Wall Panels	113,000.00	113,000.00	-		113,000.00	100%	-
43.10	WWPCT - Shotcrete / Wire Prestressing / Wire Cover	143,000.00	143,000.00	-		143,000.00	100%	-
43.11	WWPCT - Shoring & Form / Erect Dome Panels	113,000.00	113,000.00	-		113,000.00	100%	-
43.12	WWPCT - Tank Appurtenances	33,000.00	33,000.00	-		33,000.00	100%	-
43.13	WWPCT - Exterior Tank Coating	95,000.00	95,000.00	-		95,000.00	100%	-
43.14	WWPCT - Testing / Disinfection Tanks and Reservoirs	34,000.00	30,500.00	-		30,500.00	90%	3,500.00
43.15	Surge Relief Vessels	228,000.00	5,000.00	213,000.00	-	218,000.00	96%	10,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA					Owner's Project No.: FS-79-24-DWSRF-006		
Engineer:	McClure Engineering Company - Coralville, IA					Engineer's Project No.: 2022000116-003		
Contractor:	WRH, Inc. - South Amana, IA					Contractor's Project No.: 2402-00-1445		
Project:	Water System Improvements 2023							
Contract:	Water Treatment Plant							

Application No.:	17 (Seventeen)	Application Period:	From	07/01/26	to	07/31/26	Application Date:	07/27/26
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT								
46.1	Water and Wastewater Equipment Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
46.2	Liquid Chemical Feed System Materials	210,000.00	210,000.00	-		210,000.00	100%	-
46.3	Forced Draft Aerator	280,000.00	5,000.00	247,310.00	-	252,310.00	90%	27,690.00
46.4	Submersible Mixer	40,000.00	20,000.00	-		20,000.00	50%	20,000.00
46.5	Membrane Treatment Equipment	2,251,670.00	1,770,000.00	-	325,000.00	2,095,000.00	93%	156,670.00
46.6	Membrane Treatment Equipment (Release To FAB)	230,000.00	230,000.00	-		230,000.00	100%	-
						-		-
		\$18,990,000.00	\$11,476,307.72	\$ 933,776.05	\$ 985,221.16	\$13,395,304.93	71%	\$ 5,594,695.07

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA					Owner's Project No.: FS-79-24-DWSRF-006		
Engineer:	McClure Engineering Company - Coralville, IA					Engineer's Project No.: 2022000116-003		
Contractor:	WRH, Inc. - South Amana, IA					Contractor's Project No.: 2402-00-1445		
Project:	Water System Improvements 2023							
Contract:	Water Treatment Plant							

Application No.:	17 (Seventeen)	Application Period:	From	07/01/26	to	07/31/26	Application Date:	07/27/26
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
CO-1.1	CAR-1: Removal of two cistern structures and additional excavation 3-FT beneath clearwell to remove unsuitable materials.	45,819.30	45,819.30	-		45,819.30	100%	-
CO-1.2	CAR-2: Removal of cistern structure, removal of concrete pad, and soil remediation of slurry pit.	11,733.67	11,733.67	-		11,733.67	100%	-
CO-1.3	CAR-5: Furnish and installation of loose lintels for masonry openings.	3,822.01	3,822.01	-		3,822.01	100%	-
CO-1.4	CAR-6: Furnish materials and construction of pipe trench sump drain in lieu of sump pump and associated piping, and adjustments to flush box.	16,531.94	16,531.94	-		16,531.94	100%	-
CO-1.5	CAR-7: Relocation of Well 9 Stand-by Generator.	18,324.00	1,180.32	-		1,180.32	6%	17,143.68
CO-1.6	CAR-8: Additional excavation to uncover damaged water main piping.	1,658.52	1,658.52	-		1,658.52	100%	-
CO-1.7	CAR-10: Deduction for clearwell concrete testing services.	(9,000.00)	(9,000.00)	-		(9,000.00)	100%	-
CO-2.1	CAR-11: Application of solvent-based in lieu of water-based air barrier	4,583.32	4,583.32	-		4,583.32	100%	-
CO-2.2	CAR-12: Additional steel angle installed in overhead door openings	7,760.93	3,900.00	-		3,900.00	50%	3,860.93
CO-3.1	CAR-13: SMI winter conditions for 2025	19,039.48	19,039.48	-		19,039.48	100%	-
CO-4.1	CAR-16: Water Service Valve	4,811.20	4,811.20	-		4,811.20	100%	-
CO-4.2	CAR-17: Sanitary Service Piping Materials	4,006.22	4,006.22	-		4,006.22	100%	-
CO-5.1	CAR-18: Exploratory Excavation per RFI-49	3,759.67	3,759.67	-		3,759.67	100%	-
CO-5.2	CAR-19: SMI Winter Conditions #2	7,421.00	7,421.00	-		7,421.00	100%	-
CO-6.1	CAR-20: Modification to 14" Water Main Connection for 6" WTP Water Service	27,069.88	27,069.88	-		27,069.88	100%	-
CO-7.1	CAR-14-R3: Wendler Well 10 Project Delays and Winter	89,894.67	89,894.67	-		89,894.67	100%	-
CO-7.2	CAR-21: Revised location of WTP Standby Generator	28,940.39	6,500.00	-		6,500.00	22%	22,440.39
CO-8.1	CAR-22-R3: Well Subcontractor Replacement	146,712.07	-	11,500.00		11,500.00	8%	135,212.07
CO-9.1	CAR-23-R2: Field Order #4 Generator Pad Modifications	30,831.08	23,000.00	-		23,000.00	75%	7,831.08
			-			-		-
			-			-		-
Change Order Totals		\$ 463,719.35	\$ 265,731.20	\$ 11,500.00	\$ -	\$ 277,231.20	60%	\$ 186,488.15

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Grinnell, IA					Owner's Project No.:	FS-79-24-DWSRF-006		
Engineer:	McClure Engineering Company - Coralville, IA					Engineer's Project No.:	2022000116-003		
Contractor:	WRH, Inc. - South Amana, IA					Contractor's Project No.:	2402-00-1445		
Project:	Water System Improvements 2023								
Contract:	Water Treatment Plant								

Application No.:	17 (Seventeen)	Application Period:	From	07/01/26	to	07/31/26	Application Date:	07/27/26
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract and Change Orders								
Project Totals		\$ 19,453,719.35	\$ 11,742,038.92	\$ 945,276.05	\$ 985,221.16	\$ 13,672,536.13	70%	\$ 5,781,183.22

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.: 17 (Seventeen)			Application Period: From 07/01/26 to 07/31/26				Application Date: 07/27/26					
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
3.2	Multiple (4 invoices)	03 20 00	White Cap - Masonry Rebar, Waterstop, Wall Ties, Insulation Board	On-site	PA-3, -4	48,269.82	-	48,269.82	38,269.82	-	38,269.82	10,000.00
5.2	9192025EE	05 12 00	Structural Steel	On-site	PA-7	37,500.00	-	37,500.00	37,500.00	-	37,500.00	-
5.3	9242025AE	05 21 00	Joist & Decking	On-site	PA-7	97,750.00	-	97,750.00	97,750.00	-	97,750.00	-
8.2	91613	Div. 08	HM Doors, Frames, Hardware	On-site	PA-11	8,512.00	-	8,512.00	8,512.00	-	8,512.00	-
8.3	91613	Div. 08	Wood Doors, Frames, Hardware	On-site	PA-11	8,512.00	-	8,512.00	-	-	-	8,512.00
8.4	27506094-1	08 33 00	Insulated Rolling Service Doors	North Liberty, IA	PA-8	81,659.00	-	81,659.00	81,659.00	-	81,659.00	-
8.5	Multiple (3 invoices)	08 41 13	Aluminum Storefront Framing	Des Moines, IA	PA-10	24,995.50	-	24,995.50	24,995.50	-	24,995.50	-
23.2	Multiple	23 05 20	HVAC Equipment	West Des Moines, IA	PA-4, -7, -8, -12	171,851.12	-	171,851.12	171,851.12	-	171,851.12	-
26.4	9008-41	26 05 30	Wiring Material and Methods	Newton, IA	PA-7, -9	404,338.00	-	404,338.00	373,057.29	25,951.71	399,009.00	5,329.00
26.8	Multiple	26 27 24	Lighting and Devices	On-site	PA-7, -9	21,674.40	-	21,674.40	21,674.40	-	21,674.40	-
26.10	044679	26 32 11	Well 8 Standby Power Systems	Newton, IA	PA-13	31,206.00	-	31,206.00	-	-	-	31,206.00
26.12	044679	26 32 11	Well 9 Standby Power Systems	Newton, IA	PA-13	58,644.00	-	58,644.00	-	-	-	58,644.00
26.14	044679	26 32 10	WTP Standby Power Systems	Newton, IA	PA-13	156,383.00	-	156,383.00	98,605.00	15,520.10	114,125.10	42,257.90
28.2	Multiple	Div. 28	Control and Surveillance	Newton IA	PA-7	13,598.00	-	13,598.00	1,359.80	-	1,359.80	12,238.20
33.7	Multiple (7 invoices)	Div. 33	Site Utility Systems	On-site	PA-4, -9	219,676.06	-	219,676.06	194,676.06	-	194,676.06	25,000.00
40.6	241017APR2-1 241017APR2-2	40 05 23	IEE - Valves	On-site	PA-11, -12	149,877.06	-	149,877.06	-	-	-	149,877.06
40.8	44562	40 70 00	System Integration Equipment	Newton, IA	PA-12	44,785.00	-	44,785.00	30,004.75	14,780.25	44,785.00	-
40.10	044679	40 70 00	Instrumentation for Process System	Newton, IA	PA-13, -17	79,307.00	158,578.50	237,885.50	53,413.84	25,893.16	79,307.00	158,578.50
40.12		40 95 10	SCADA System Equipment	Newton, IA	PA-17	-	158,578.50	158,578.50	-	-	-	158,578.50
43.2	9268	43 23 32	Vertical Turbine Pump Motors	On-site	PA-10	35,271.60	-	35,271.60	35,271.60	-	35,271.60	-
43.15	4474	43 42 00	Surge Relief Vessels	On-site	PA-10	166,103.00	-	166,103.00	-	166,103.00	166,103.00	-
46.3	S-INV105720	46 51 54	Force Draft Aerator	On-site	PA-12	167,310.00	-	167,310.00	-	167,310.00	167,310.00	-
46.5	Harn R/O PA-2	46 63 23	Protec Pressure Vessels, Membrane Elements	Venice, FL	PA-10, -16	617,467.00	-	617,467.00	292,467.00	-	292,467.00	325,000.00
						-	-	-	-	-	-	-
Totals						\$ 2,644,689.56	\$ 317,157.00	\$ 2,961,846.56	\$ 1,561,067.18	\$ 415,558.22	\$ 1,976,625.40	\$ 985,221.16

Partial Pay Estimates Paid-to-Date

Contractor's Application for Payment

Owner:	City of Grinnell, IA	Owner's Project No.:	FS-79-24-DWSRF-006
Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.:	17 (Seventeen)	Application Period:	From	07/01/26	to	07/31/26	Application Date:	07/27/26
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Original Contract Amount: \$ 18,990,000.00

Approved Project Change Orders		
Number	Date	Amount
01	10/6/2025	\$ 88,889.44
02	11/17/2025	\$ 12,344.25
03	1/5/2026	\$ 19,039.48
04	3/5/2026	\$ 8,817.42
05	4/6/2026	\$ 11,180.67
06	4/20/2026	\$ 27,069.88
07	5/18/2026	\$ 118,835.06
08	5/26/2026	\$ 146,712.07
09	6/15/2026	\$ 30,831.08

Revised Contract Amount: \$ 19,453,719.35

Pay Estimates Paid-to-Date		
Pay Estimate Number	Date	Amount
01	4/7/2025	\$ 813,817.50
02	5/5/2025	\$ 236,550.00
03	7/7/2025	\$ 184,113.63
04	7/7/2025	\$ 478,268.13
05	8/4/2025	\$ 358,677.42
06	9/2/2025	\$ 940,618.75
07	10/6/2025	\$ 932,823.64
08	11/3/2025	\$ 903,350.46
09	12/2/2025	\$ 613,875.99
10	1/5/2026	\$ 684,354.90
11	2/3/2026	\$ 790,041.76
12	3/2/2026	\$ 732,146.33
13	4/6/2026	\$ 843,846.39
14	5/4/2026	\$ 925,285.01
15	6/1/2026	\$ 1,766,593.26
16	7/6/2026	\$ 980,015.08
17		

Total Estimates Paid to Date: \$ 12,184,378.25

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Total Construction Cost: \$ 12,184,378.25



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/20/2026

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines, IA 50266-5945		PHONE (A/C, No, Ext): 515-244-0150		COMPANY EMCASCO Insurance Company P.O. Box 712 Des Moines, IA 50306-0712	
FAX (A/C, No): 515-244-0150		E-MAIL ADDRESS: lindsay.gentry@AssuredPartners.com		License#: 1001000272	
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED Van Maanen Electric, Inc. 500 Iowa Speedway Dr. Newton IA 50208		LOAN NUMBER		POLICY NUMBER 6X57919	
		EFFECTIVE DATE 08/01/2025		EXPIRATION DATE 08/01/2026	
				☐ CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Materials stored at Insured's warehouse

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building & Contents - Special Cause of Loss - Replacement Cost Wind and Hail	12,837,000	5,000 10,000

REMARKS (Including Special Conditions)

E:Stored Materials for the Grinnell Water Treatment Plant Improvements project stored at Van Maanen Warehouse, which is located at 500 Iowa Speedway Drive Newton, IA 50208. Materials being stored valued at \$362,302.70.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Wendler 415 12th Ave . SE Cedar Rapids, IA 52401	☐ ADDITIONAL INSURED	☐ LENDER'S LOSS PAYABLE	☐ LOSS PAYEE
	☐ MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



INVOICE		
DATE	NUMBER	PAGE
6/30/2026	045231	1 of 1

B VME002
I VAN MAANEN ELECTRIC INC
L PO BOX 1131
L NEWTON, IA 50208-1131
T
O

S
H VAN MAANEN ELECTRIC, INC.
I 500 IOWA SPEEDWAY DRIVE
P TAG: GRINNELL / PO #2655
T NEWTON, IA 50208
O

ATTENTION:

TEVANS@VANMAANENELECTRIC.COM

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
2655	0250006	CITY OF GRINNELL, WATER SYSTEM IMPROVEMENTS 2023	RJM/SMB	DAYTON, FEDEX, 3E	NET 30 DAYS
QUANTITY	PART NO.	DESCRIPTION			

1.00	20250006B1	WELL 8 SCADA PANEL
1.00	20250006F1	SOUTH WATER TOWER SCADA PANEL
1.00	20250006M2	12" INTEGRAL MAGNETIC FLOW METER
1.00	20250006M3	8" MAGNETIC FLOW METER
1.00	20250006M4	6" MAGNETIC FLOW METERS-QTY. 3
1.00	20250006AH1	DISCONNECT SWITCH - DS-1
1.00	20250006S	MOTOR CONTROL CENTER

New Remit To Address: P.O. Box 115 Chanhassen, MN 55317-0115

This Invoice, and delivery of all goods and services described herein, are subject to and governed by solely (i) the Master Terms and Conditions of Sale available at www.automaticsystemsco.com/master-tcs , and (ii) the Supplemental Seller T&Cs available at www.automaticsystemsco.com/supplemental-seller-tcs . *TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 5% CHARGE	SUBTOTAL:	\$317,157.00
	TAX:	\$0.00
	TOTAL:	\$317,157.00



Grinnell Water
Treatment Plant
7/3 Ju

**ATTENTION
RECEIVING**

DO NOT SIGN FOR THIS
SHIPMENT UNTIL YOU HAVE
THOROUGHLY INSPECTED
FOR ANY DAMAGE. SHIPPER
IS NOT RESPONSIBLE FOR
SHIPMENTS THAT ARE NOT
SIGNED FOR AS DAMAGED
UPON ARRIVAL!

FRAGILE
HANDLE
WITH CARE
Thank You!

Arr:
Grinnell /
PO#2655
Ref: 80510-
AMM

#122585

1021

00



RESOLUTION NO. 2026-123

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 3 IN THE AMOUNT OF \$454,894.57 TO SHIFT GENERAL CONTRACTING FOR THE 4TH AVENUE RECONSTRUCTION PROJECT (2026).

WHEREAS, the City of Grinnell did enter into a contract with Shift General Contracting. on November 17, 2025, for the 4th Avenue Reconstruction Project (2026); and

WHEREAS, Pay Estimate No. 3 has been initiated by the City of Grinnell and Caliber Concrete.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 3; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$454,894.57 to Shift General Contracting for the 4th Avenue Reconstruction Project (2026).

Passed and adopted this 3rd day of August 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

CONTRACTOR: SHIFT GCC
PROJECT: Grinnell 4th Ave Reconstruction
BID DATE: 10/30/2025
ADDENDUM: 1

PAY REQUEST #3

Original Contract	\$ 734,848.50
Change Orders	\$ 1,540.00
Approved contract Value	\$ 736,388.50
Completed to date	\$ 683,937.47
Remaining work	\$ 52,451.03

Completed to date	\$ 683,937.47
Retainage	\$ 20,518.12
Eligible Request	\$ 663,419.35
Previously Paid	\$ 208,524.78

Amount Due	\$ 454,894.57
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ENGINEER:

By:  Date: 7/30/26

CITY:

By: _____ Date: _____

RETAINAGE

Page 87 of 87