



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR
SESSION MEETING
MONDAY, DECEMBER 15, 2025, AT 5:30 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/94367783224?PWD=HNXMS2AZAG1K5BVKYLA5
DAUZDJUY7E.1](https://zoom.us/j/94367783224?pwd=HNXMS2AZAG1K5BVKYLA5DAUZDJUY7E.1)

MEETING ID: 943 6778 3224
PASSCODE: 927609

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of a Public Highway At-Grade Crossing Agreement with Union Pacific Railroad Company.
2. Consider approval of a Public-Highway At-Grade Crossing Agreement with Poweshiek County.
3. Consider approval of a resolution accepting the work for the Raw Water Main Project. (See Resolution No. 2025-221)
4. Consider approval of a resolution approving contract Change Order No. 1 to the contract with Caldwell Tanks, Inc. for the South Water Tower Project. (See Resolution No. 2025-222)
5. Consider approval of a resolution approving a change order for the Veterans Memorial Monument Project. (See Resolution No. 2025-223)
6. Consider approval of a resolution approving Change Order No. 2 to decrease the contract amount by \$12,284.07, for the Airport Rehabilitate Runway and Taxiway Project. (See Resolution No.2025-224)
7. Consider approval of the final accepting the work for the Rehabilitate Runway and Taxiway Project at the Airport. (See Resolution No. 2025-225)

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

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.

1

**Please note that this agenda may be changed up to 24 hours before the meeting time, as provided by Section 21.4(2) Code of Iowa.*

refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

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.

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

16th Avenue
DOT# 193087A
MP 267.45 – Oskaloosa Subdivision
Grinnell, Poweshiek County, State of Iowa

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF GRINNELL**, a municipal corporation or political subdivision of the State of Iowa to be addressed at 520 4th Ave, Grinnell, Iowa, 50112 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over 16th Avenue at Railroad's MP 267.45 on Railroad's Oskaloosa Subdivision at or near Grinnell, Poweshiek County, State of Iowa.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing. The road crossing, as reconstructed and widened is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction [and widening] of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction [and widening] of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** and described in the Plans marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit C**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 0799954

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 8. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 9. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property

within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 10. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 11. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 12. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 13. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF GRINNELL

By: _____
Printed Name: _____
Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



REQUESTED UPRR ROW: 3,289 SQ.FT. +/-

OCCUPIED UPRR ROW: 4,000 SQ.FT. +/-

TOTAL CROSSING AREA: 7,289 SQ.FT. +/-

16TH AVE. 60'





OSKALOOSA SUB

40'

50'

50'

LEGEND:

- REQUESTED UPRR ROW 
- OCCUPIED UPRR ROW 
- EXISTING DOT ROW 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GRINNELL, POWESHIEK COUNTY, IA

M.P. 267.45 - OSKALOOSA SUB.

MSL/IA/V103B/9
SCALE: 1" = 50'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 11-6-2025

DSK FILE: 0799954

CADD FILENAME 0799954

SCAN FILENAME AERIAL PRINT

**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the Plans of the Crossing Area (see Recitals)

VC Length	80'	
VPI Station	27+30	1000.30
BVC Station	26+90	1000.21
EVC Station	27+70	999.28
g1	0.2241%	
g2	-2.5558%	
k	29	
Stopping Sight Distance	250	
Design Speed	35	

VC Length	100'	
VPI Station	28+20	998.00
BVC Station	27+70	999.28
EVC Station	28+70	997.83
g1	-3.5558%	
g2	-0.7407%	
k	55	
Stopping Sight Distance	305	
Design Speed	40	

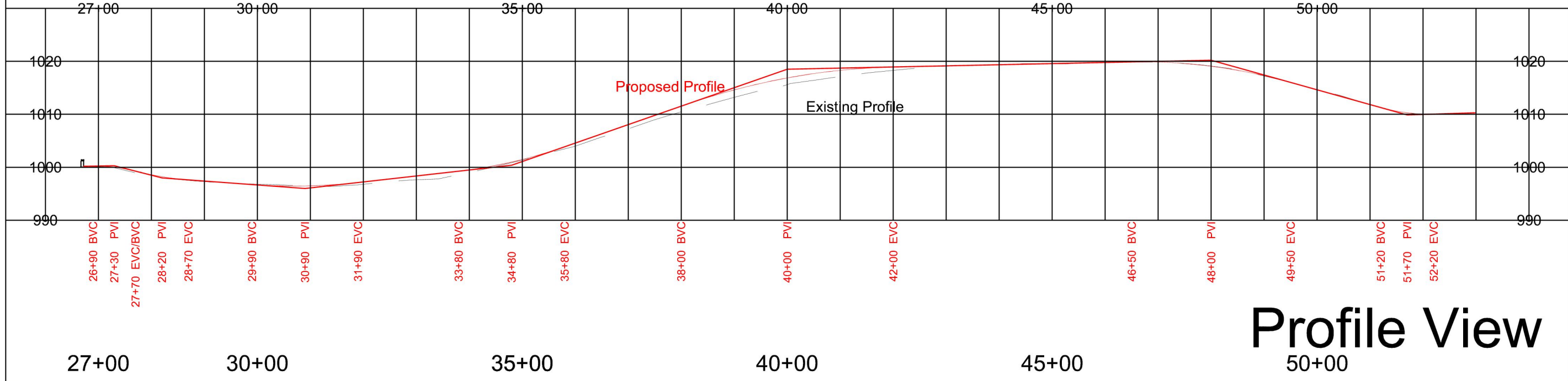
VC Length	200'	
VPI Station	30+90	996.00
BVC Station	29+90	996.74
EVC Station	31+90	997.13
g1	-0.7407%	
g2	1.1282%	
k	107	
Stopping Sight Distance	425	
Design Speed	50	

VC Length	200'	
VPI Station	34+80	1000.40
BVC Station	33+80	999.27
EVC Station	35+80	1003.88
g1	1.1282%	
g2	3.4808%	
k	85	
Stopping Sight Distance	425	
Design Speed	50	

VC Length	400'	
VPI Station	40+00	1018.50
BVC Station	38+00	1011.54
EVC Station	42+00	1018.93
g1	0.4808%	
g2	0.2125%	
k	122	
Stopping Sight Distance	495	
Design Speed	55	

VC Length	300'	
VPI Station	48+00	1020.20
BVC Station	46+50	1019.88
EVC Station	49+50	1016.02
g1	0.2125%	
g2	-2.7838%	
k	100	
Stopping Sight Distance	425	
Design Speed	50	

VC Length	100'	
VPI Station	51+70	1009.90
BVC Station	51+20	1011.29
EVC Station	52+20	1010.05
g1	-2.7838%	
g2	0.3047%	
k	32	
Stopping Sight Distance	250	
Design Speed	35	



2022 Traffic Count = 840 vpd

POWESHIEK COUNTY

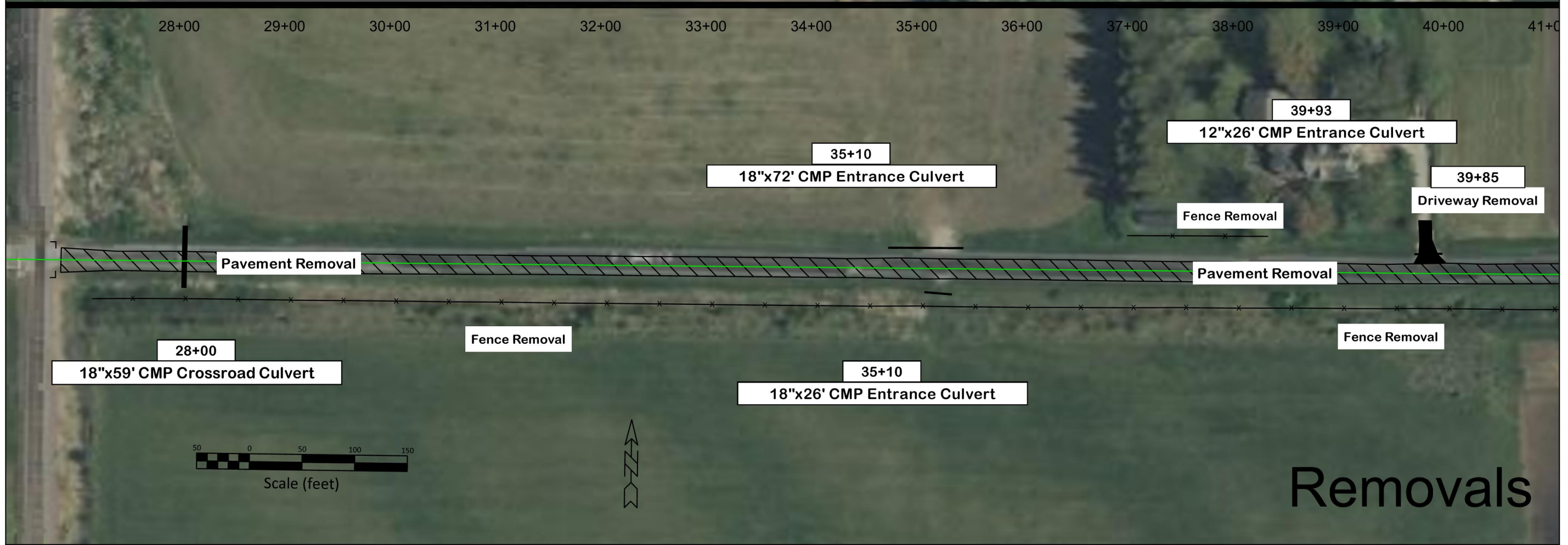
FM-C079(69)--55-79

STATE
IOWA

FISCAL YEAR
2026

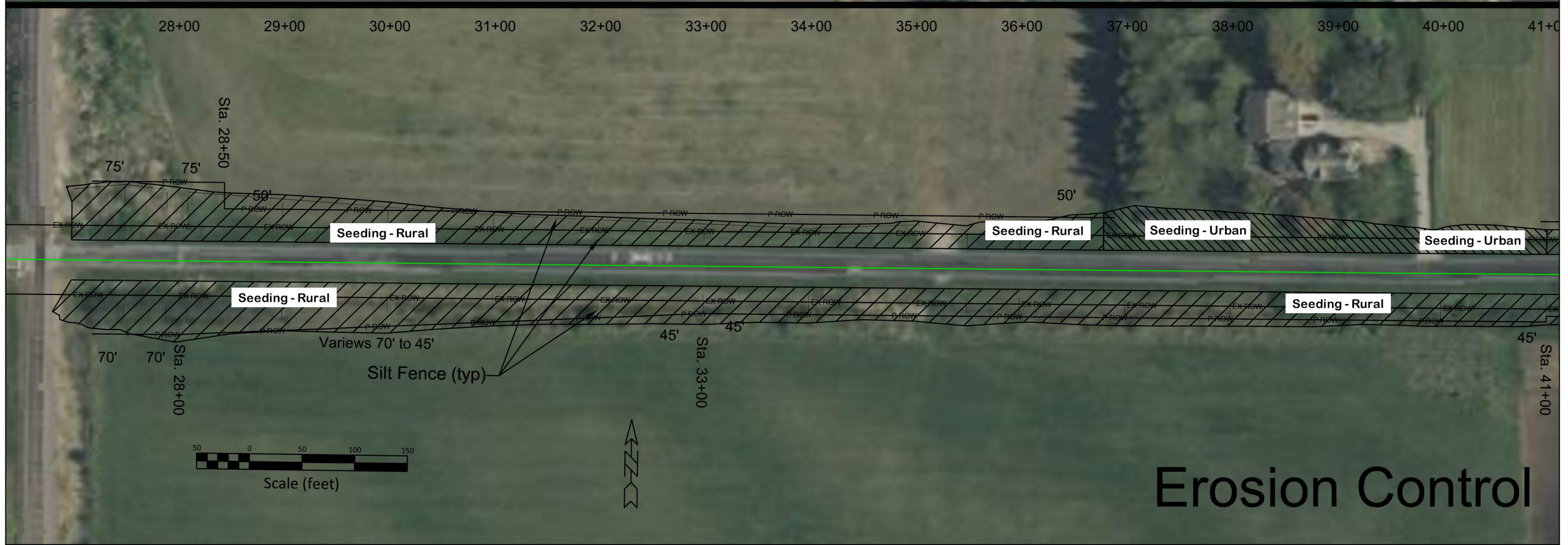
SHEET NO.
15

TOTAL SHEETS
21



Removals

2022 Traffic Count = 840 vpd	POWESHIEK COUNTY	FM-C079(69)--55-79	STATE IOWA	FISCAL YEAR 2026	SHEET NO. 16	TOTAL SHEETS 21
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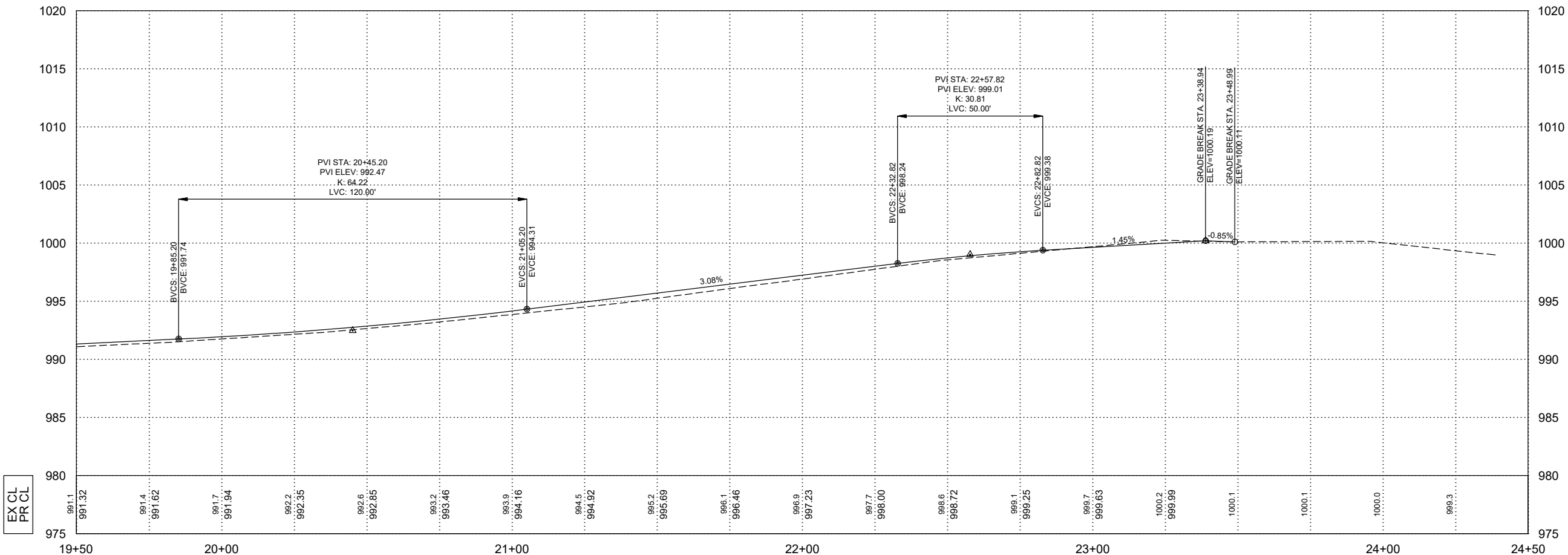
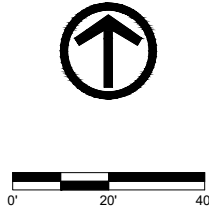
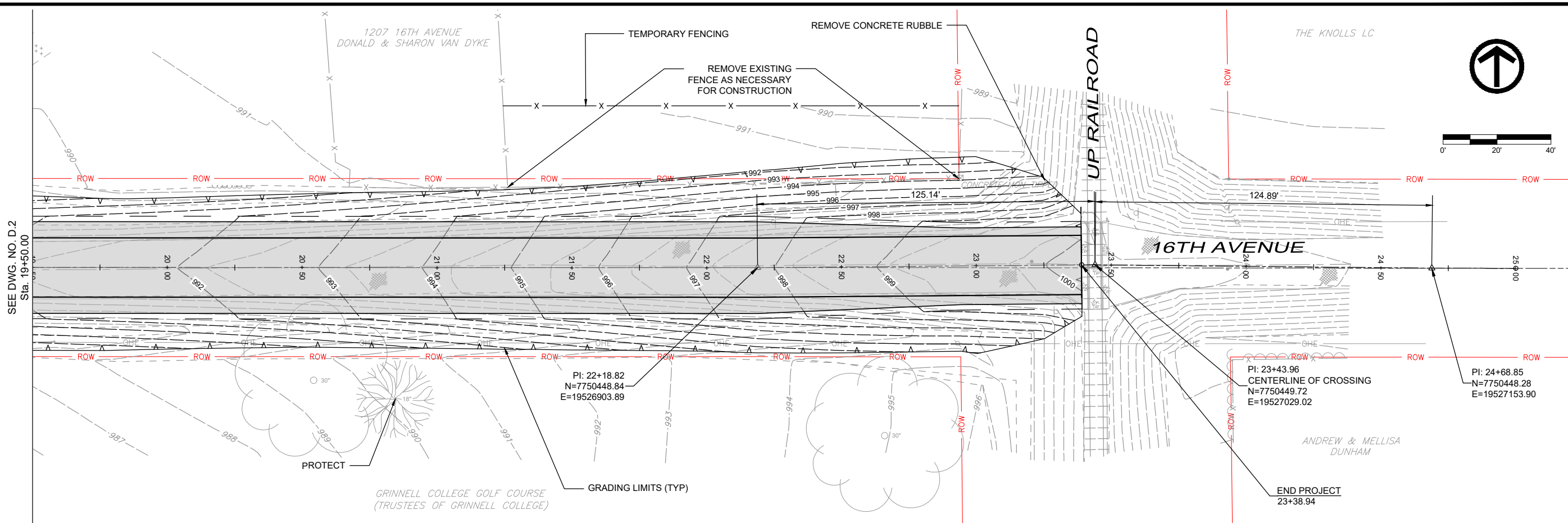


Erosion Control

2022 Traffic Count = 840 vpd	POWESHIEK COUNTY	FM-C079(69)--55-79	STATE IOWA	FISCAL YEAR 2026	SHEET NO. 17	TOTAL SHEETS 21
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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	B LIPPOLD
		CHECKED	G ROTH
		APPROVED	G ROTH
		DATE	XX-XX-XXX
		ISSUED FOR	REVIEW



16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

6775 Vista Drive • West Des Moines, Iowa 50266-9305
 515-225-8000 • 515-255-7848(FAX) • 1-800-241-8000

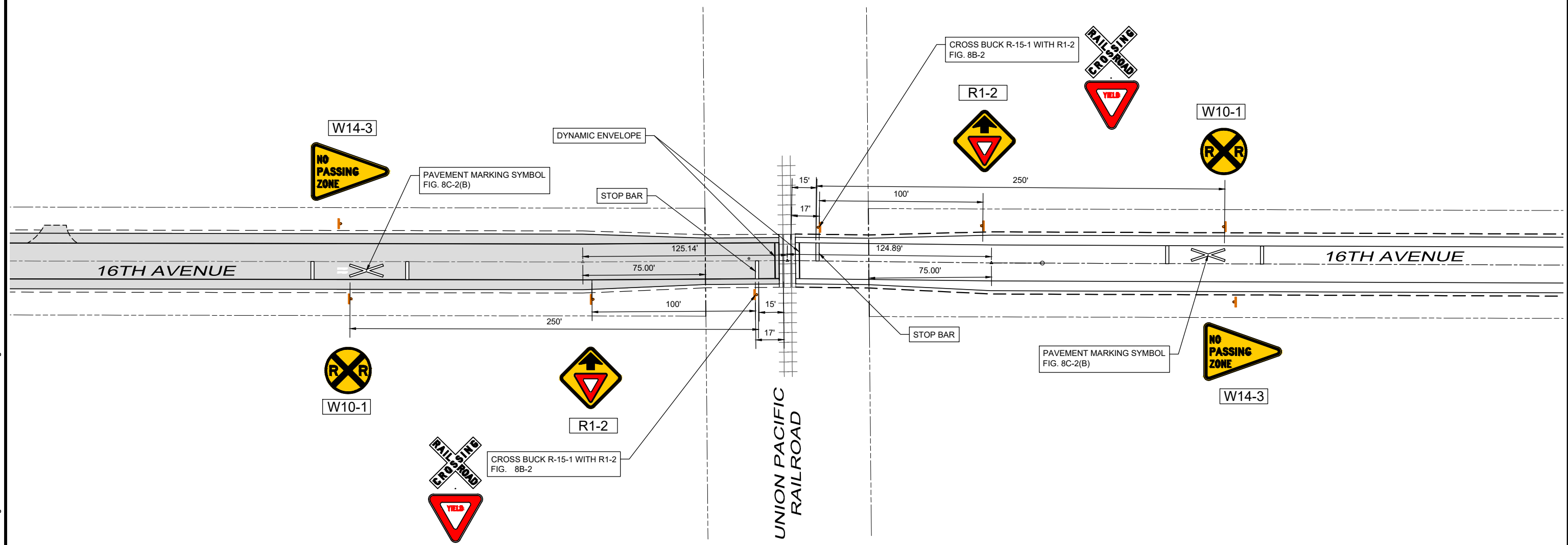
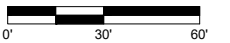
16TH AVENUE
 PAVING PLAN AND PROFILE

SHEET NO.

D.3

PROJECT 288191

Page 15 of 98

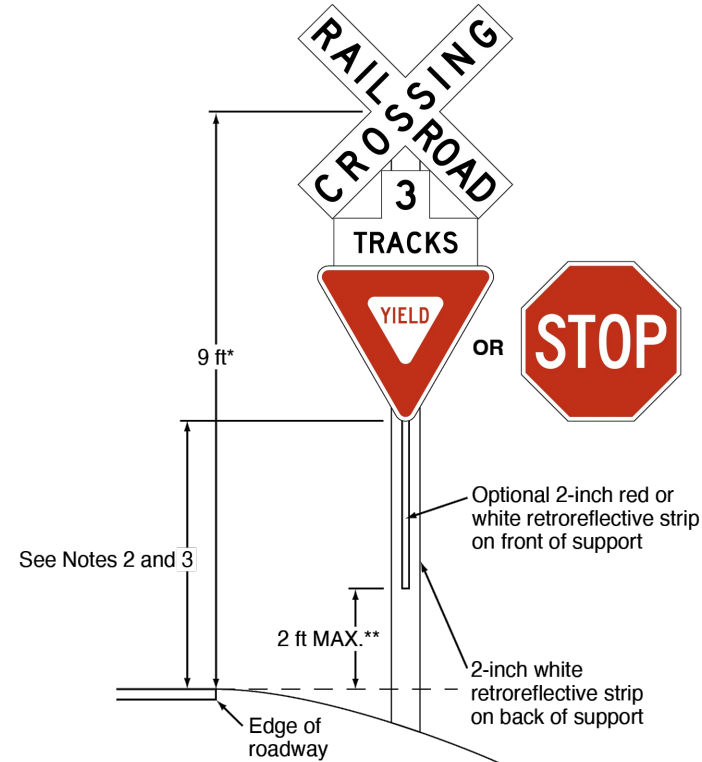


16TH AVENUE HMA PAVING IMPROVEMENTS
CITY OF GRINNELL
 6775 Vista Drive • West Des Moines, Iowa 50266-9305
 515-225-8000 • 515-255-7848(FAX) • 1-800-241-8000

UNION PACIFIC RAILROAD CROSSING

SHEET NO.	U.1
PROJECT	288191

Figure 8B-2. Crossbuck Assembly with a YIELD or STOP Sign on the Crossbuck Sign Support



* Height may be varied as required by local conditions and may be increased to accommodate signs mounted below the Crossbuck sign
 ** Measured to the elevation of the near edge of the roadway

Notes:

1. YIELD or STOP signs are used only at passive crossings. A STOP sign is used only if an engineering study determines that it is appropriate for that particular approach.
2. Mounting height shall be at least 4 feet for installations of YIELD or STOP signs on existing Crossbuck sign supports.
3. Mounting height shall be at least 5 feet for new installations in rural areas and at least 7 feet for new installations in areas where parking or pedestrian movements are likely to occur.

07 *Where a passive grade crossing is located on a stop-controlled approach and the clear storage distance is less than the length of the design vehicle, and where adequate sight distance to oncoming traffic on the parallel roadway is available to road users stopped on the approach to the grade crossing, consideration should be given to installing a STOP sign at the Crossbuck Assembly instead of at the highway-highway intersection. If the STOP sign is installed at the Crossbuck Assembly instead of at the highway-highway intersection, the Diagnostic Team should consider installing some other intersection traffic control device at the highway-highway intersection.*

Standard:

08 **If a Crossbuck Assembly is installed on the approach to a passive grade crossing located at a highway-highway intersection controlled by a traffic control signal that is not interconnected with the grade crossing and not preempted by the approach of rail traffic, a Diagnostic Team shall be convened to determine the appropriate traffic control devices. A STOP sign shall not be installed on a Crossbuck Assembly in this situation.**

Support:

09 Sections 8A.01 through 8A.05 contain information regarding the responsibilities of the Diagnostic Team, highway agency, regulatory agency with statutory authority (if applicable), and the railroad company or transit agency regarding the selection, design, and operation of traffic control devices placed at grade crossings.

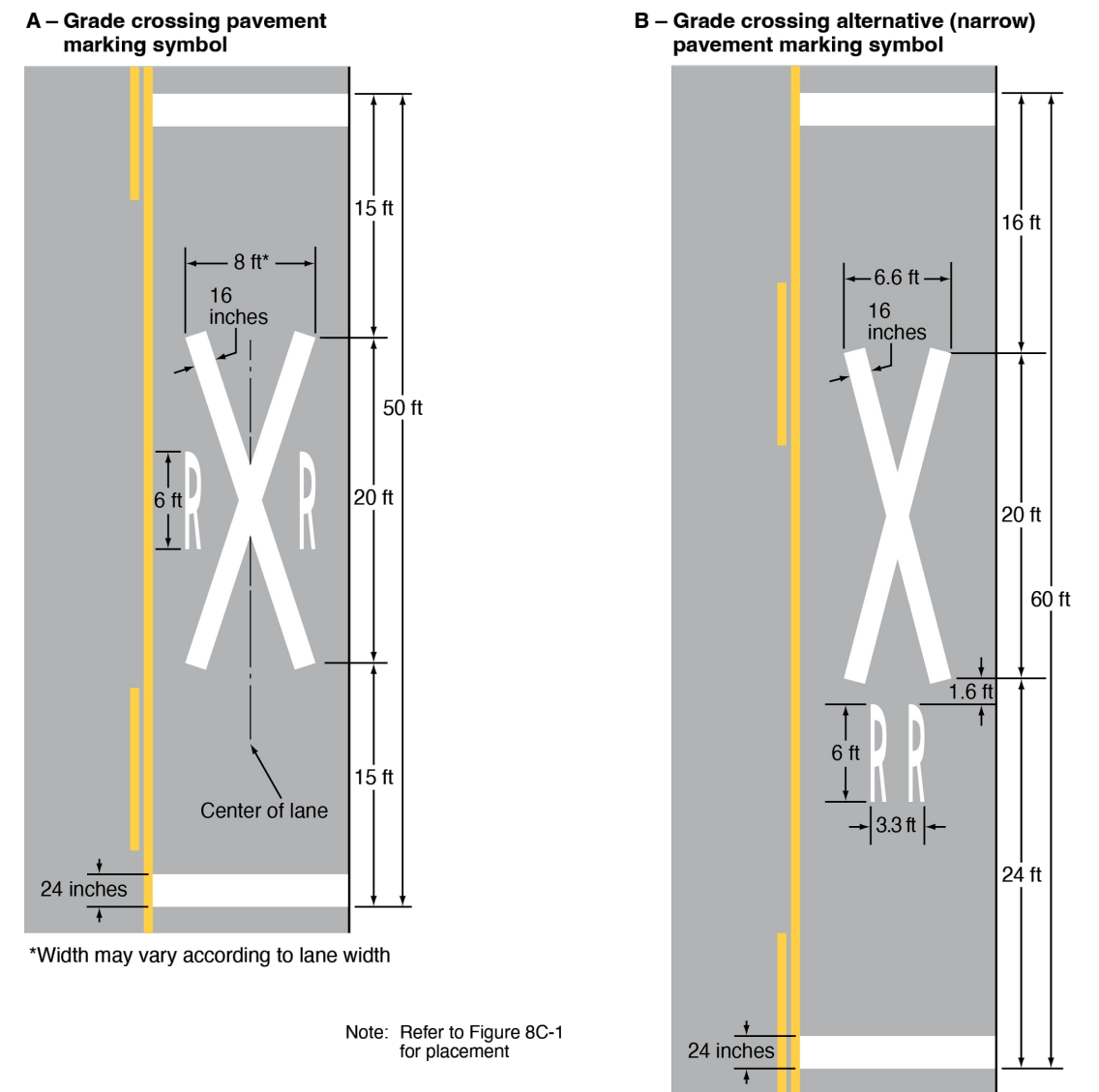
Option:

10 If a YIELD or STOP sign is installed for a Crossbuck Assembly at a grade crossing, it may be installed on the same support as the Crossbuck sign or it may be installed on a separate support at a point where the motor vehicle is to stop, or as near to that point as practicable, but in either case, the YIELD or STOP sign is considered to be a part of the Crossbuck Assembly.

December 2023

Sect. 8B.04

Figure 8C-2. Grade Crossing Pavement Markings



*Width may vary according to lane width

Note: Refer to Figure 8C-1 for placement

December 2023

Sect. 8C.03

PLOTTED: Wednesday, October 15, 2025 1:46:14 PM

X-REFS: 288191 SURVEY BASE & 288191 Topo & Plans - 16th Redone & 288191-PAVE
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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	B LIPPOLD
		CHECKED	G ROTH
		APPROVED	G ROTH
		DATE	XX-XX-XXX
		ISSUED FOR	REVIEW



16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

6775 Vista Drive • West Des Moines, Iowa 50266-9305
 515-225-8000 • 515-255-7848(FAX) • 1-800-241-8000

RAILROAD CROSSING DETAILS

SHEET NO.

U.2

PROJECT 288191

Page 17 of 98

**EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the

performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of

the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property

Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit C will be the Railroad's then current form of Contractor's Right of Entry.

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



OCCUPIED UPRR ROW: 1,409 SQ.FT. +/-

OCCUPIED UPRR ROW: 2,800 SQ.FT. +/-

16TH AVE.

OSKALOOSA SUB

68'

28'

50'

50'

TOTAL CROSSING AREA: 4,209 SQ.FT. +/-

LEGEND:

- NEWLY REQUESTED UPRR ROW -
- OCCUPIED UPRR ROW -
- UPRRCO. R/W OUTLINED -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
GRINNELL, POWESHIEK COUNTY, IA
M.P. 267.45 - OSKALOOSA SUB.

MSL/IA/V103B/9
SCALE: 1" = 50'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 10-31-2025

DSK FILE: 0799954

CADD FILENAME 0799954

SCAN FILENAME AERIAL PRINT

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

16th Avenue
DOT# 193087A
MP 267.45 – Oskaloosa Subdivision
Grinnell, Poweshiek County, State of Iowa

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between **CITY OF GRINNELL IOWA**, to be addressed at 520 4th Avenue, Grinnell Iowa 50112 ("City") and **POWESHIEK COUNTY**, to be addressed at 302 East Main Street, Montezuma Iowa 50171 ("County").

RECITALS:

Presently, both parties utilize the Railroad’s property for the existing at grade public road crossing over 16th Avenue at Railroad’s MP 267.45 on Railroad’s Oskaloosa Subdivision at or near Grinnell, Poweshiek County, State of Iowa.

This agreement is an auxiliary agreement to define shared responsibilities for current and future maintenance and potential expenditures which may arise for improvements to or replacement of the crossing or approach sections of the roadway.

Both parties desire to undertake improvements to their respective street/roadway (the “Project”) which will include the rehabilitation/reconstruction and widening of the existing street/roadway section at grade public railroad crossing. The road crossing, as rehabilitated/reconstructed and widened is hereinafter the “Roadway.”

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction [and widening] of the Roadway. Therefore, under separate Agreement between the City and the Union Pacific Railroad, the Railroad will be granting additional rights to the City to facilitate the project of the Roadway. The portion of Railroad’s property that City needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad’s location print marked **Exhibit A** and described in the Plans marked **Exhibit A-1**, with each exhibit being attached hereto via the separate and referenced agreement.

The separate agreement between the City and the Union Pacific Railroad is attached to and shall be a part of this agreement, in its entirety.

The City and the County are entering into this Agreement to cover the shared responsibilities and costs of the City as defined in the separate agreement.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the parties agree to an equal split of the costs and responsibilities as defined in the attached agreement and the sections as defined as follows:

- Section 1. EXHIBIT B**
- Section 2. RAILROAD GRANTS RIGHT**
- Section 3. DEFINITION OF CONTRACTOR**
- Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT – INSURANCE**
- Section 5. FEDERAL AID POLICY GUIDE**
- Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**
- Section 7. PLANS**
- Section 8. NON-RAILROAD IMPROVEMENTS**
- Section 9. EFFECTIVE DATE; TERM; TERMINATION**
- Section 10. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK**
- Section 11. FUTURE PROJECTS**
- Section 12. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

DURATION:

The duration of this agreement will be in force as long as the Railroad or its successors own and operate rail activities at this crossing location as defined above or until a time that is mutually agreed upon, and a new agreement is established and ratified by each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

CITY OF GRINNELL IOWA

ATTEST:

By _____

By _____

POWESHIEK COUNTY, IOWA

ATTEST:

By _____

By _____

RESOLUTION NO. 2025-221

RESOLUTION ACCEPTING WORK FOR THE RAW WATER MAIN PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc. on July 15, 2025, for the Raw Water Main; and

WHEREAS, said contractor has substantially completed the construction of said improvements, known as the Raw Water Main Project, in accordance with the terms and conditions of said contract and plans and specifications.

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 total contract cost of the improvements payable under said contract is hereby determined to be \$1,764,847.45.

Passed and approved on this 15th day of December 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director


NOTICE OF ACCEPTABILITY OF WORK

Owner: **City of Grinnell, Iowa** Owner's Project No.:
Engineer: **McClure Engineering Company** Engineer's Project No.: **2022000116-004**
Contractor: **Con-Struct, Inc.** Contractor's Project No.:
Project: **Water System Improvements 2023**
Contract Name: **Raw Water Main**
Notice Date: **11/25/2025** Effective Date of the Construction Contract: **7/15/2024**

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **April 17, 2023** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): 
Name (printed): **Alex Potter, PE**
Title: **Team Leader**

RESOLUTION NO. 2025-222

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 TO THE CONTRACT WITH CALDWELL TANKS 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, Caldwell Tanks, Inc. has submitted Contract Change Order No. 1; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 15th day of December 2025 that the contract has been amended in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and approved this 15th day of December 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director



VEENSTRA & KIMM INC.

6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

December 4, 2025

Russ Behrens
City Manager
City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
SOUTH WATER TOWER
CHANGE ORDER NO. 1

Attached is Change Order NO. 1 for the South Water Tower project.

During the review of the plans and specifications by the Iowa DNR they required certain modifications and additions to the documents. Change Order No. 1 incorporates those changes. This is a no cost change to the project and does not change the completion date for the project.

We recommend approval of Change Order No. 1 by the City of Grinnell. Please execute Change Order No. 1 in the space provided and return to Veenstra & Kimm, Inc.

If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Forrest S. Aldrich, P.E.

FSA:paj
288155
Enclosure

June 19, 2025

CHANGE ORDER NO. 1

**GRINNELL, IOWA
SOUTH WATER TOWER**

Change Order No. 1 is to document modifications to the specifications for the South Water Tower project.

SPECIFICATIONS

SECTION 00310 – PROPOSAL

Page 00310-3 following Bidder Status Form remove and replace SRF Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5 and Attachment 10 with a footer date of January 2021 and replace with SRF Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5 and Attachment 10 with a footer date of September 2023 attached to and made a part of this Addendum.

SECTION 00610 – BOND

Following page 00610-2 remove and replace SRF Attachment 6, Attachment 7, Attachment 8 and Attachment 9 with a footer date of January 2021 and replace with SRF Attachment 6, Attachment 7, Attachment 8 and Attachment 9 with a footer date of September 2023 attached to and made a part of this Addendum.

SECTION 02610 – BURIED PIPING

Page 02610-12, under paragraph 3.08 DISINFECTION, following paragraph F. subparagraph 2. add the following:

3. Two sets of samples to be taken from each location at greater than 15 minutes apart.
4. Testing of bacteriological samples to be done by a IDNR certified laboratory.

SECTION 13210 – COMPOSITE ELEVATED WATER STORAGE TANK

Page 13210-3, under paragraph 1.03 REFERENCES, delete paragraph J and replace with the following:

- J. Great Lakes – Upper Mississippi River Board (GLUMRB)
 1. Recommended Standards for Water Works (Ten States Standards) – Part 7 Finished Water Storage

Page 13210-5, under paragraph 1.05 SUBMITTALS, delete paragraph J and replace with the following:

- J. Foundation design, including arrangement and loadings. Drawings shall be sealed by a licensed professional engineer in the state of Iowa.

Page 13210-12, under paragraph 2.06 ACCESSORIES, paragraph I. subparagraph 1. delete sentence "Turn pipe 90-degrees and run vertically beside support wall to grade." and replace with the following:

Turn pipe 90-degrees and run vertically beside support wall to 90-degree bend and then through wall of the concrete support structure.

Page 13210-12, under paragraph 2.06 ACCESSORIES, paragraph I. subparagraph 1. delete sentence "Piping below the grade slab shall be cement lined ductile iron suitably restrained to prevent movement."

Page 13210-12, under paragraph 2.06 ACCESSORIES, paragraph I. subparagraph 2. delete sentence "Design the entrance to the overflow pipe for the maximum inlet flow rate of 2,100 gpm." and replace with the following:

Design the entrance to the overflow pipe for greater than the maximum inlet flow rate of 2,100 gpm.

Page 13210-22, under paragraph 3.10 DISINFECTION, following paragraph H. add the following:

- I. Testing of bacteriological samples to be done by a IDNR certified laboratory.

SECTION 13570 – INSIDE PROCESS PIPING

Page 13570-7, under paragraph 2.11 SAMPLE TAP, delete paragraph B and replace with the following:

- A. Furnish and install 1/2", smooth nose sample tap as specified.

Page 13570-7, under paragraph 2.12 PRESSURE SENSORS, delete paragraph A and replace with the following:

- A. See Division 16.

SRF Required Front-End Specifications



Attachment 1: Certification of Non-Segregated Facilities Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 3: Disadvantaged Business Enterprise Certification Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 4: DBE Program Subcontractor Performance Form *(to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*

***If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Attachment 5: DBE Program Subcontractor Utilization Form *(to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*

*** If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Attachment 6: DBE Program Subcontractor Participation Form *(for voluntary use of DBEs)*

Attachment 7: Other Federal Requirements Language

- A. Standard Equal Employment Opportunity Specifications
- B. Federal Labor Standards Provisions *(including Davis-Bacon prevailing wage rates**)*
- C. Preservation of Open Competition and Government Neutrality
- D. Historical and Archeological Finds
- E. Prohibitions on Procurement from Violating Facilities

Attachment 8: Right of Entry and Records Retention

Attachment 9: American Iron and Steel Requirements

Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 1
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Signature

Date

Printed Name

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

Attachment 2
SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid.)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the 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 or otherwise criminally or civilly charged by a government 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.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Date

Printed Name

Title

I am unable to certify to the above statements. My explanation is attached.

Attachment 3
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant: _____ Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Email: _____

Check if Prime Contractor is: Minority-Owned Women-Owned

1. Do you agree to use the good faith efforts checklist to ensure the DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds?
 Yes No
2. At this point in time, has the prime contractor begun to solicit work opportunities to subcontractors for this project?
 Yes No N/A
3. If yes, was a DBE chosen by the prime contractor to be utilized for this project?
 Yes No

Signature: _____

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?
 Yes No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 Yes No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 Yes No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?
 Yes No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?
 Yes No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)

PROPOSED UTILIZATION OF DBE SUBCONTRACTORS

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor’s receipt of payment from the SRF loan recipient.

2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4
SRF Required Front-End Specifications

(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid.)
 * If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: _____
 Project Name: _____
 Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____
 Point of Contact: _____
 Address: _____
 Telephone No.: _____ Email: _____
 Prime Contractor Name: _____
 Issuing/Funding Entity: _____

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified by DOT SBA Other: _____
 Meets/exceeds EPA certification standards? Yes No Unknown

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.
²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature

Print Name

Title

Date

Subcontractor Signature

Print Name

Title

Date

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**Attachment 5
SRF Required Front-End Specifications**

(This form must be completed and signed by Prime Contractor and submitted with the bid if utilizing DBE subcontractors.)
 * If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

**Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Issuing/Funding Entity: _____

I have identified potential DBE certified subcontractors Yes No

If yes, complete the table below. If no, explain: _____

Subcontractor Name/ Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature

Print Name

Title

Date

IA SRF6100-4

Attachment 10
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use “covered telecommunications equipment or services”

identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://sam.gov>.

- (1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Signature

Date

Printed Name

Title

Attachment 6
SRF Required Front-End Specifications
 (This form is for the voluntary use of DBE Subcontractors.)

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. **The use of this form by DBE subcontractors is voluntary and is not required for bidding.** This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Prime Contractor Name: _____

Issuing/Funding Entity: _____

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-2

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature

Print Name

Title

Date

Return to: Regional Coordinator, Small Business Utilization, U.S. Environmental Protection Agency, Region 7, 11201
Renner Blvd, Lenexa KS 66219

IA SRF6100-2

Attachment 7
SRF Required Front-End Specifications

Other Federal Requirements Language

- A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**
1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
 2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).

Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

APPENDICES A and B-80
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60 - 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set

forth in 41 CFR 60 - 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60 - 4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (State of Iowa).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Timetable Goals (percent)

- From Apr. 1, 1978 until March 31, 1979.....3.1
- From Apr. 1, 1979 until March 31, 19805.0
- From Apr. 1, 1980 until March 31, 19816.9

Published, Federal Register May 5, 1978

APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60 - 4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

Economic Areas

State: Iowa	Goal %
096 Dubuque IA:	
SMSA Counties:	
2200 Dubuque, IA	0.6
IA Dubuque	
Non-SMSA Counties	0.5

IA Allamakee, IA Clayton, IA Delaware, IA Jackson IA Winneshiek

099 Davenport Rock Island Moline, IA-IL:

SMSA Counties:

1960 Davenport Rock Island Moline, IA-IL 4.6

IL Henry, IL Rock Island Moline, IA Scott

Non-SMA Counties 3.4

IL Carroll, IL Hancock, IL Henderson, IL Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA Muscatine, MO Clark

100 Cedar Rapids, IA:

SMSA Counties:

1360 Cedar Rapids, IA 1.7

IA Linn

Non-SMSA Counties 1.5

IA Benton, IA Cedar, IA Iowa, IA Johnson, IA Jones, IA Washington

101 Waterloo, IA:

SMSA Counties:

8920 Waterloo-Cedar Falls, IA 4.7

IA Black Hawk

Non-SMSA Counties 2.0

IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth

102 Fort Dodge, IA:

Non-SMSA Counties 0.4

IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright

103 Sioux City, IA:

SMSA Counties:

7720 Sioux City, IA-NE 1.9

IA Woodbury, NE Dakota

Non-SMSA Counties 1.2

IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming, NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union, SD Yankton

104 Des Moines, IA:

SMSA Counties:

2120 Des Moines, IA 4.5

IA Polk, IA Warren

Non SMSA Counties: 2.4

IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne

143 Omaha, NE:

SMSA Counties:

5920 Omaha, NE-IA 7.6

IA Pottawattamie, NE Douglas, NE Sarpy

Non-SMSA Counties 5.3

IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington

Published, Federal Register October 3, 1980

B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates) Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as

the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/forms.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause

or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

D. Historical and Archeological Finds

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

E. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website:
<https://sam.gov>.

Attachment 8

SRF Required Front-End Specifications

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8 (2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 9

SRF Required Front-End Specifications

“American Iron and Steel” Requirements

H.R. 3547, the “Consolidated Appropriations Act, 2014,” enacted January 17, 2014 by the U.S. Congress, includes “American Iron and Steel” provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, “Use of American Iron and Steel”:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) find that—

- 1) Applying subsection (a) would be inconsistent with the public interest;
- 2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
- 3) Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The final guidance and any published waivers are found at: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>. In particular the contractor should pay attention to the guidance for documentation of

compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample “American Iron and Steel” Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the State of Iowa (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx
2. Xxx
3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US and providing detailed information on the steps involved.

The following is a template for this type of final certification.



Template American Iron and Steel Certification Letter



On Manufacturer's Letterhead

IRON & STEEL, INC.
1959 Steel Drive
Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa – 2015 State Revolving Fund Water Infrastructure Project
SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the American Iron and Steel requirements as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products and Quantities

On behalf of IRON & STEEL, INC.,

Signature of Manufacturer's Representative

Jane Smith
Jane Smith
Product Quality Manager

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

Covered and Non-Covered Items

The EPA issued a waiver for De Minimis incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimis incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver, and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in reports to the State of Iowa the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the materials spreadsheet (shown below) and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

American Iron and Steel Materials Spreadsheet – to be Submitted by Successful Bidder
 Iowa Department of Natural Resources - January 2021
 Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

Project:

Bidder: Date:

*Covered Product Categories include: Lined or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel; hydrants, tanks; flanges; reinforced precast concrete; construction materials.

**Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

	Covered Products Category*	Description of Covered Products	Documentation Will be Obtained	Item is Incidental and will be claimed under De Minimis Waiver**	Bid Amount Covered Products	Bid Amount Incidentals
1	Choose an item.	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
2	Choose an item.	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
3	Choose an item.	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
4	Choose an item.	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
5	Choose an item.	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

At the end of construction, the contractor will submit a final list showing covered items being claimed as incidental components under the De Minimis Waiver. Assistance recipients will complete a De Minimis Waiver Incidental Components List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

American Iron and Steel - De Minimis Waiver Incidental Components List

Iowa Department of Natural Resources – January 2021

Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

This form is to be used by the State Revolving Fund (SRF) applicant to identify all non-domestic iron and steel incidental components permanently incorporated into an SRF project that meet the requirements of the public interest De Minimis Waiver. This form can also be used by individual contractors to submit their final incidental components list to the SRF applicant.

SRF Applicant:			
SRF Project #:		Submitted By:	
Date:		Individual Contractor De Minimis List	Final De Minimis List for SRF Project
Total Materials Cost:		Total amount claimed as De Minimis Incidental Components:	Percent: (must be 5% or less of total materials cost)

	Contractor Name	Covered Products	Description of Covered Products (list each item type separately)	Date Purchased	Individual Item/Unit Cost	Quantity Claimed as Incidental	Dollar Amount Incidental Components
<i>Example</i>	<i>JB Construction</i>	<i>Construction materials</i>	<i>Steel Doors</i>	<i>1-21-2020</i>	<i>\$500</i>	<i>5</i>	<i>\$2500</i>
1		Choose an item.					
2		Choose an item.					
3		Choose an item.					

These documents are available online at <http://www.iowasrf.com/documents-and-guides/>

Change Order No. 1 does not change the contract price.

CALDWELL TANKS, INC.

By Melissa Wight

Title Project Manager

Date 12/2/2025

CITY OF GRINNELL, IOWA

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By Forrest Aldrich

Title Project Engineer

Date 12/3/2025

ATTEST:

By _____

Title _____

Date _____

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

Signed:

Date:

Forrest Aldrich

12/3/2025

Forrest S. Aldrich P.E.
Iowa License No. 12248



My license renewal date is December 31, 2025

Detailed parts covered by this seal:

All

RESOLUTION NO. 2025-223

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$40,195.54 FOR A NET DECREASE TO THE CONTRACT WITH CALIBER CONCRETE, LLC. FOR THE VETERANS MEMORIAL MONUMENT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caliber Concrete LLC. on September 2, 2025, for the Veterans Memorial Monument Project; and

WHEREAS, Caliber Concrete LLC. has submitted Contract Change Order No. 1 for a net decrease in the contract of \$40,195.54; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 15th day of December 2025 that the contract amount has decreased by \$40,195.54 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and approved this 15th day of December 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

CHANGE ORDER

PROJECT: Veterans Memorial Monument

CO No.: 01

OWNER: City of Grinnell

DATE OF ISSUANCE: 11/20/25

TO: Jason Martin
Caliber Concrete LLC
309 Audubon Street
Adair, Iowa 50002

FROM: Mark Kuiper, ASLA, LEED AP
RITLAND+KUIPER Landscape Architects
501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703

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

PCO-01: Cost savings to replace pavers specified in project with Belden brick pavers and replace asphalt setting bed for pavers with sand setting bed and weep holes in concrete base. (\$44,045.58)

PCO-02: Additional cost for investigation and removal of existing handholes not included in demolition plans \$559.99

PCO-03: Cost savings for modifying light fixtures within the Veterans monument to work around structural steel components. (\$305.97)

PCO-04: Additional cost for filling existing stormwater cistern and removal of manhole top to prepare the area for brick pavement. \$3,596.02

TOTAL ADD (DEDUCT) FROM CONTRACT (\$40,195.54)

Attachments: PCO 01, PCO 02, PCO 03, PCO 04 and supporting documentation.

Not valid until signed by both the Owner and Architect.


Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract time.


The original Contract Sum was.....	\$708,598.02
Net change by previously authorized Change Orders.....	\$0.00
The Contract Sum prior to this Change Order was.....	\$708,598.02
The Contract Sum will be (decreased) by this Change Order.....	(\$40,195.54)
The new Contract Sum including this Change Order will be	\$668,402.48
The Contract Time will be (unchanged)	zero (0) Days

RITLAND+KUIPER
Landscape Architects
ARCHITECT

Caliber Concrete LLC
CONTRACTOR

City of Grinnell
OWNER


Signature
Mark Kuiper, ASLA, LEED AP


Signature
Jason Martin

Signature
Russ Behrens



COUNTRY
LANDSCAPES, INC.
Distinctive Landscapes Since 1981

Corporate Office • 3801 East Lincoln Way, Ames, IA 50010
 Toll Free 1.800.794.9795 • Corporate Fax 515.232.8325 • www.countrylandscapes.com

PROPOSAL #: 0240827
 SALESPERSON: Trever Ewalt
 CUSTOMER NO: CALCON9
 ORDER DATE: 9/23/2025

Page: 1

JOB TITLE: **GRINNELL VETERANS MEMORIAL MONUMENT - PAVER SETTING BED DEDUCT**

Sold To:
 CALIBER CONCRETE (GRINNELL)
 309 AUDUBON ST
 ADAIR, IA 50002

Ship To:
 GRINNELL VETERANS MEMORIAL
 834 BROAD ST
 GRINNELL, IA 50112

01. SETTING BED CHANGE

ITEM	QTY	SIZE
ASPHALT SETTING BED	-10,359.00	SQFT
SAND SETTING BED	10,359.00	SQFT

SECTION SUBTOTAL: -\$25,354.03
 SECTION TAX: \$0.00
SECTION TOTAL: -\$25,354.03

WE PROPOSE to furnish material and labor in accordance with the above specifications for the sum of \$ 25,354.03-.

A minimum deposit of \$ -6,338.51 is due with signed proposal before work can be scheduled. Invoicing will occur either at completion or at month's end (for projects exceeding one month in duration). Items not completed will be backordered to be installed and invoiced as a separate invoice.

AUTHORIZED SIGNATURE _____ DATE _____

Order Total: \$25,354.03-

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions (including those in Attachment A, warranty, & general terms) are satisfactory and are hereby accepted. Country Landscapes, Inc. is authorized to do the work as specified.

The balance of received invoices will be paid within 10 days of invoice date. Deposits & payments accepted as a check or a credit card (plus a 3% surcharge). A finance charge of 1 1/2 % per month, which is an annual percentage rate of 18%, will be charged on accounts over 30 days past due, plus attorney's fees and costs related to the collection of amounts owed & not paid when due.

SIGNATURE _____

SIGNATURE _____

Date of Acceptance: _____

\$ _____ is hereby paid as a deposit with check # _____

*This proposal may be subject to repricing after *** 10/23/2025 ****



COUNTRY
LANDSCAPES, INC.
Distinctive Landscapes Since 1981

PROPOSAL #: 0240820
 SALESPERSON: Trever Ewalt
 CUSTOMER NO: CALCON9
 ORDER DATE: 9/23/2025

Corporate Office • 3801 East Lincoln Way, Ames, IA 50010
 Toll Free 1.800.794.9795 • Corporate Fax 515.232.8325 • www.countrylandscapes.com

Page: 1

JOB TITLE: **GRINNELL VETERANS MEMORIAL MONUMENT - PR-01 - PAVER CHANGE**

Sold To:
 CALIBER CONCRETE (GRINNELL)
 309 AUDUBON ST
 ADAIR, IA 50002

Ship To:
 GRINNELL VETERANS MEMORIAL
 834 BROAD ST
 GRINNELL, IA 50112

01. PAVER CHANGE

ITEM	QTY	SIZE
PAVER TYPE/COLOR CHANGE	1.00	EA

SECTION SUBTOTAL: -\$18,334.48
 SECTION TAX: \$0.00
SECTION TOTAL: -\$18,334.48

WE PROPOSE to furnish material and labor in accordance with the above specifications for the sum of \$ 18,334.48-.

A minimum deposit of \$ 4,583.62 is due with signed proposal before work can be scheduled. Invoicing will occur either at completion or at month's end (for projects exceeding one month in duration). Items not completed will be backordered to be installed and invoiced as a separate invoice.

AUTHORIZED SIGNATURE _____ DATE _____

Order Total: \$18,334.48-

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions (including those in Attachment A, warranty, & general terms) are satisfactory and are hereby accepted. Country Landscapes, Inc. is authorized to do the work as specified.

The balance of received invoices will be paid within 10 days of invoice date. Deposits & payments accepted as a check or a credit card (plus a 3% surcharge). A finance charge of 1 1/2 % per month, which is an annual percentage rate of 18%, will be charged on accounts over 30 days past due, plus attorney's fees and costs related to the collection of amounts owed & not paid when due.

SIGNATURE _____

SIGNATURE _____

Date of Acceptance: _____

\$ _____ is hereby paid as a deposit with check # _____

*This proposal may be subject to repricing after *** 10/23/2025 ****

309 Audubon Street
P.O. Box 248
Adair, IA 50002



CALIBER
CONCRETE LLC

Phone: 515-979-2004
Fax: 888-965-9309
www.caliber-concrete.com

PCO#02 – Electrical Handhole Removal

Summary of construction cost changes for investigation and removal of existing handholes not included in demolition plans.

VanMannen	499.1
P and O	49.91
Bond	10.98
TOTAL	559.99

DATE: 10/03/2025
PROJECT: GRINNELL VETERANS MEMORIAL MONUMENT

PROJECT #: 24-105
CONTRACTOR: CALIBER CONCRETE
ENGINEER: MODUS
SUBJECT: STAR BRACING LIGHT FIXTURE ADJUSTMENTS

IF, IN YOUR OPINION, THIS INSTRUCTION INVOLVES WORK THAT EITHER INCREASES OR DECREASES THE CONTRACT SUM OR CONTRACT TIME, YOU SHALL NOT PROCEED UNTIL YOU RECEIVE SIGNED AUTHORIZATION TO PROCEED. PROCEEDING WITH THE WORK PRIOR TO AUTHORIZATION INDICATES YOUR ACKNOWLEDGEMENT THAT THERE WILL BE NO CHANGE IN THE CONTRACT SUM OR CONTRACT TIME.

The following Supplemental Instruction is issued to:

- Clarify drawings, specifications and/or material selection
- Request an estimate for Owner's further consideration
- Transmit drawings or documents for incorporation into the work, subject to the above statement
- Respond to RFI issued by contractor

Description:

Sheet E-1.1 – Electrical Symbols and Site Plan

1. Detail 1 – Electrical Site Plan
 - a. **ADD** work associated with inspection and removal of (2) existing handholes and associated referenced note 10.
2. Detail 3 – Enlarged Sculpture Lighting Plan
 - a. **REVISE** light fixture tagging of (5) central columns to reflect light fixture changes near the horizontal star bracing.
3. Referenced Notes
 - a. **ADD** referenced note 10 to read "Existing handholes with unpowered electrical cabling. Cabling routes to approximately 100' south of handholes. Electrical contractor shall remove existing handholes and associated conductors prior to beginning work in this area. Coordinate with other trades."

Sheet E-1.2 – Electrical Schedules and Details

1. Detail 13 – Column C Lighting
 - a. **REVISE** light fixture lengths and quantities as shown on the attached sheet to avoid conflict with monument structure's horizontal star bracing.
2. Detail 14 – Column B Lighting
 - a. **REVISE** light fixture lengths and quantities as shown on the attached sheet to avoid conflict with monument structure's horizontal star bracing.
3. Detail 15 – Column A Lighting
 - a. **REVISE** light fixture lengths and quantities as shown on the attached sheet to avoid conflict with monument structure's horizontal star bracing.

CLARIFY overall light fixture count increased by (4). The breakdown of the change is as follows:

- Column C fixture counts remain unchanged. See fixture lengths on updated plans.
- Column B fixture counts increased from (12) to (15). See fixture lengths on updated plans.
- Column A fixture counts increased from (6) to (7). See fixture lengths on updated plans.

Attachments:

E-1.1, E-1.2

VETERANS MEMORIAL MONUMENT

Central Park
Grinnell, Iowa

Project Location: Landscape Architects
 1011 ANDY AVE. SUITE 100
 501 S. STATE ST. SUITE 100
 WASHINGTON, IOWA 50793
 Phone: 562-2222
 Fax: 562-2222

Client: Grinnell College
 101 East Main Street
 Grinnell, Iowa 50793
 Phone: 646-752-0701
 Fax: 646-752-0701

Monument Artist:
 JTL Workshop
 1011 ANDY AVE. SUITE 100
 WASHINGTON, IOWA 50793
 Phone: 562-2222

Monument Designer and Fabricator:
 Victor Cramer Sculpture
 1011 ANDY AVE. SUITE 100
 WASHINGTON, IOWA 50793
 Phone: 562-2222

Monument Erector:
 JTL Workshop
 1011 ANDY AVE. SUITE 100
 WASHINGTON, IOWA 50793
 Phone: 562-2222

Electrical Engineer:
 Michael J. Brooks
 501 W. Jackson Blvd., Suite 210
 Grinnell, Iowa 50793
 Phone: 334-2222

Revision	Date	Description
1	10/15/03	ADDITIONAL SYMBOLS
2	10/15/03	AS-BUILT

Drawn By: [Blank]
 Checked By: [Blank]
 Date: 07/10/03
 Drawn By: [Blank]
 Checked By: [Blank]

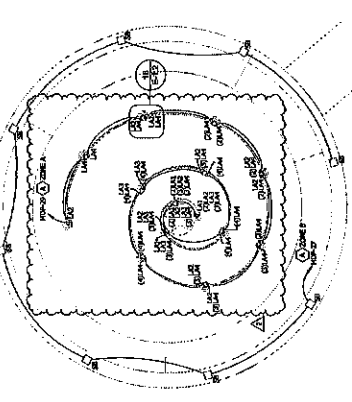
Sheet No: ELECTRICAL SYMBOLS AND SITE PLAN

Scale: E-1.1

- ### GENERAL NOTES
1. UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS. CONTRACTORS SHALL VERIFY UTILITIES BEFORE ANY EXCAVATION.
 2. REFER TO GENERAL AND SPECIAL NOTES FOR ADDITIONAL INFORMATION ON MATERIALS AND FINISHES.
 3. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 4. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 5. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
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 9. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 10. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.

- ### REFERENCED NOTES
1. LIGHTING SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 2. LIGHTING SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 3. LIGHTING SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
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 10. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.



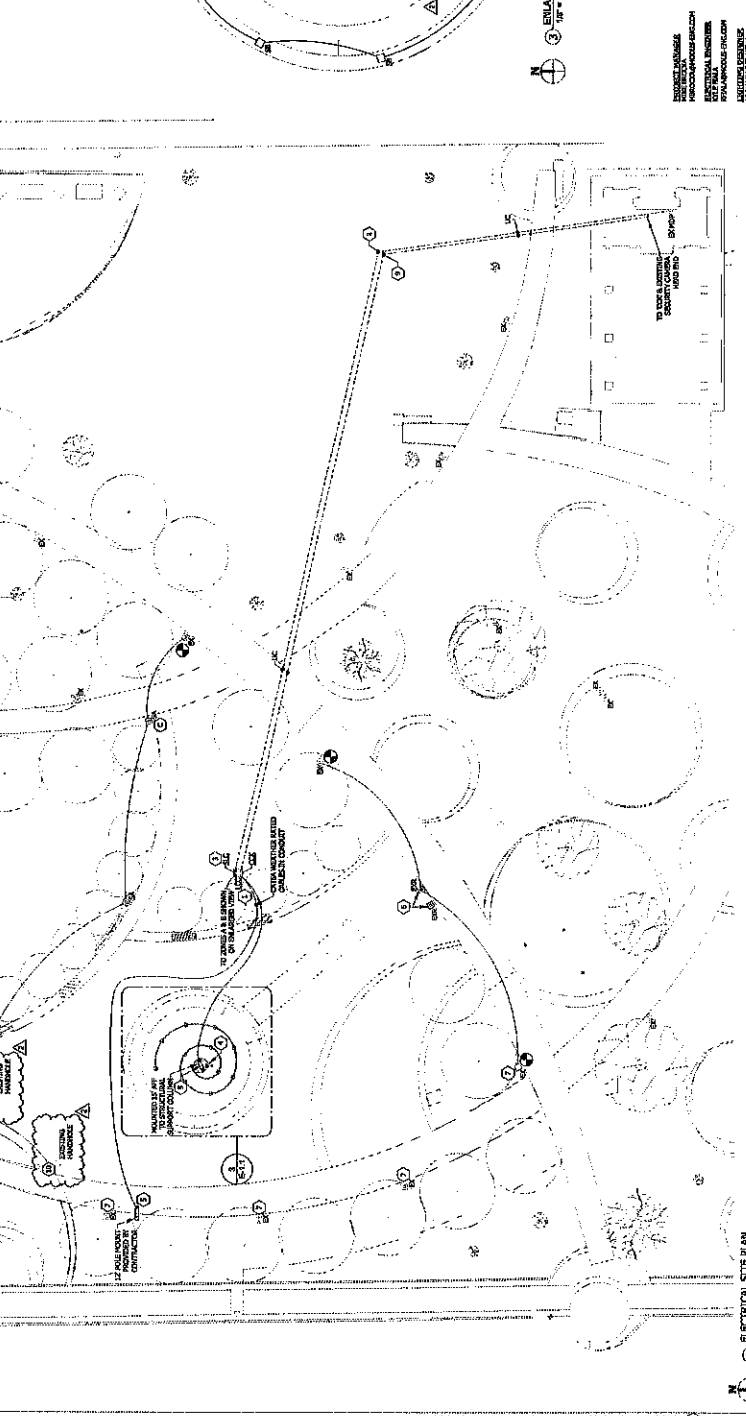
ENLARGED SCULPTURE LIGHTING PLAN
 Scale: 1" = 1'-0"

Michael J. Brooks
 Registered Professional Engineer
 State of Iowa, License Number 15372
 Drawing: E-1.1, S-1.2

ELECTRICAL SYMBOLS LIST

Symbol	Description
[Symbol]	120V 15A BRN
[Symbol]	120V 20A BRN
[Symbol]	120V 30A BRN
[Symbol]	120V 40A BRN
[Symbol]	120V 50A BRN
[Symbol]	120V 60A BRN
[Symbol]	120V 75A BRN
[Symbol]	120V 100A BRN
[Symbol]	120V 150A BRN
[Symbol]	120V 200A BRN
[Symbol]	120V 250A BRN
[Symbol]	120V 300A BRN
[Symbol]	120V 350A BRN
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[Symbol]	120V 750A BRN
[Symbol]	120V 800A BRN
[Symbol]	120V 850A BRN
[Symbol]	120V 900A BRN
[Symbol]	120V 950A BRN
[Symbol]	120V 1000A BRN

NOTES:
 1. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 2. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
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 9. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.
 10. ALL ELECTRICAL SYMBOLS SHALL BE IDENTIFIED BY NUMBER AND TYPE.



LIGHTING CONTROL - SEQUENCE OF OPERATION

TIME	ACTIVATION	DESCRIPTION	SEQUENCE
A	PHOTOCELL TRIGGERING IN THE MORNING	PHOTOCELL TRIGGERING IN THE MORNING	PHOTOCELL TRIGGERING IN THE MORNING
B	PHOTOCELL TRIGGERING IN THE EVENING	PHOTOCELL TRIGGERING IN THE EVENING	PHOTOCELL TRIGGERING IN THE EVENING
C	PHOTOCELL TRIGGERING IN THE NIGHT	PHOTOCELL TRIGGERING IN THE NIGHT	PHOTOCELL TRIGGERING IN THE NIGHT

Copyright © 2006 RHL and KUPPER Landscape Architects
 1" = 1'-0" ELECTRICAL SITE PLAN
 Michael J. Brooks
 Registered Professional Engineer
 State of Iowa, License Number 15372
 Drawing: E-1.1, S-1.2

VETERANS MEMORIAL MONUMENT

Central Park
Grinnell, Iowa

Project Location: Veterans Memorial
 201 W. 1st Street
 Grinnell, IA 50112
 Project No.: 2025-001
 Date: 10/20/2025

Client: Veterans Memorial Association
 125 W. 1st Street
 Grinnell, IA 50112
 Phone: 641-252-4701

Architect: R. L. Wessinger
 211 W. 1st Street
 Grinnell, IA 50112
 Phone: 641-252-4701

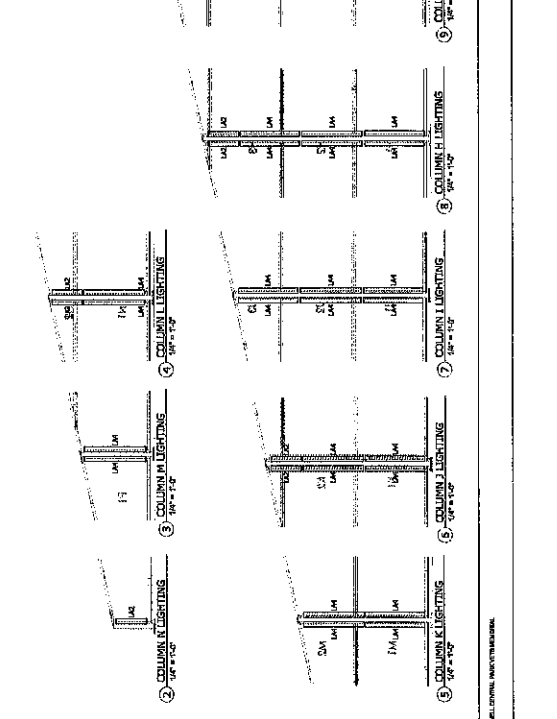
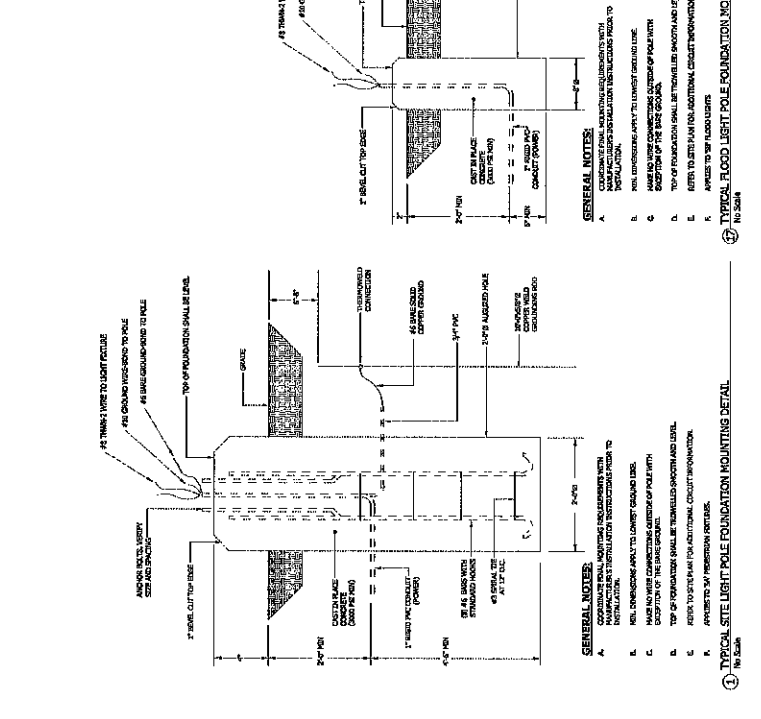
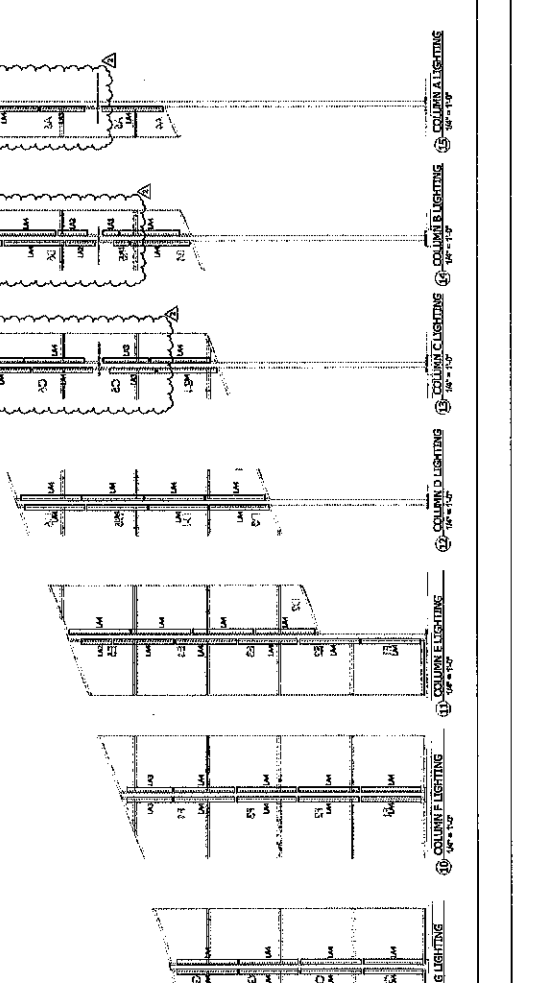
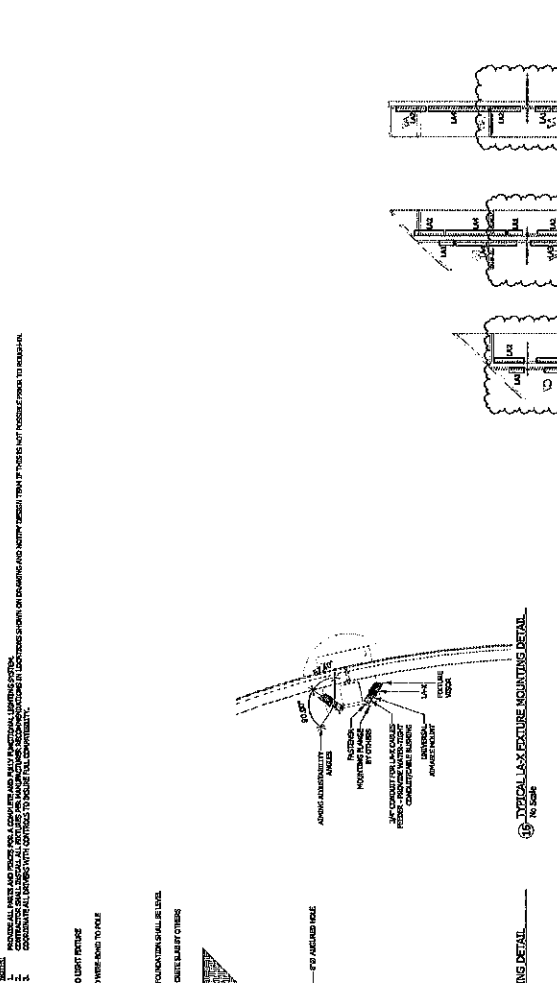
Electrical Engineer: J. M. Johnson
 211 W. 1st Street
 Grinnell, IA 50112
 Phone: 641-252-4701

Structural Engineer: J. M. Johnson
 211 W. 1st Street
 Grinnell, IA 50112
 Phone: 641-252-4701

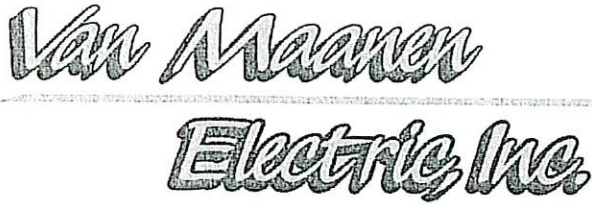
Rev.	Date	Description
1	10/20/2025	Initial Issue
2	10/20/2025	AS-BUILT

Sheet No. **E-1.2**

TYPE	MANUFACTURER	MODEL NUMBER	DESCRIPTION	LAMP/CCT/QUANTITY	CONTROL	REQUIRES DIMMER	WATTS	POLES	EQUALS
LA-X	LUMINANCE	LA-X-100	OUTDOOR MEDIUM BAYONET LED LIGHT WITH DIMMER ADJUSTABLE HOUSING, WALL MOUNT OPTIC, FRONT GLASS LENS, AND VENTILATED HOUSING FOR AIR FLOW. FINISH TO BE MATCHED TO SURROUNDING ARCHITECTURE.	LED/3000K/20	0-10V	NO	2.5 W/ft	120	NONE
SA	ADDITIONAL AREA LIGHTING	SA-100	RECESSED DOWNLIGHT WITH DIMMER ADJUSTABLE HOUSING, WALL MOUNT OPTIC, FRONT GLASS LENS, AND VENTILATED HOUSING FOR AIR FLOW. FINISH TO BE MATCHED TO SURROUNDING ARCHITECTURE.	LED/3000K/20	0-10V	NO	2.5 W/ft	120	NONE
SB	LUMINANCE	SB-100	RECESSED DOWNLIGHT WITH DIMMER ADJUSTABLE HOUSING, WALL MOUNT OPTIC, FRONT GLASS LENS, AND VENTILATED HOUSING FOR AIR FLOW. FINISH TO BE MATCHED TO SURROUNDING ARCHITECTURE.	LED/3000K/20	0-10V	NO	2.5 W/ft	120	NONE



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PROPOSAL REQUEST

Van Maanen Electric, Inc.
 500 Iowa Speedway Drive
 Newton, IA 50208
 Telephone: 641-791-9473

CCN # GROUND BOX AND WIRE REMOVAL
 Date: 9/29/2025
 Project Name: Grinnell Veterans Memorial Monument
 Project Number: Grinnell Veterans Memorial Monument
 Page Number: 1

Caliber Concrete
 Contact: Richard Hammons
 309 Audubon Street
 Adair, Iowa 50002
 E-mail: richardhammons@caliber-concrete.com

Work Description

Scope: GROUND BOX AND WIRE REMOVAL
 Investigated two ground boxes on site and pulled wire out that seemed to be abandoned.

Breakdown

Description	Qty
REMOVAL OF GROUND BOXES	2
TRACING OF WIRE AND REMOVAL OF WIRE - LOT	1
Totals	3

Summary

LABOR	(5.85 Hrs @ \$77.56)	453.73
O&M	(@ 10.000 %)	45.37

Final Amount **\$499.10**

Van Maanen Authorization:

Project Manager: Josh Hetzler
 Phone Number: 641-791-9473
 E-mail: jhetzler@vanmaanenelectric.com

Signature: _____ Date: 9/29/25

Caliber Concrete Authorization

Name: Richard Hammons

Signature: _____ Date: _____

ORIGINAL

309 Audubon Street
P.O. Box 248
Adair, IA 50002

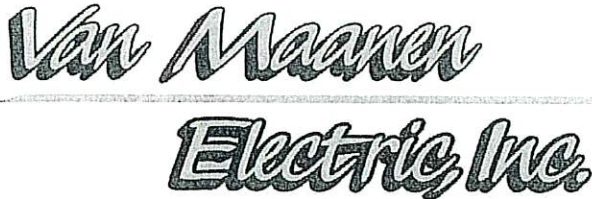


Phone: 515-979-2004
Fax: 888-965-9309
www.caliber-concrete.com

PCO#03 – Monument Light Fixture Changes

Summary of construction cost changes for modifying light fixtures within the Veterans monument to work around structural steel components.

VanMannen	-272.7
P and O	-27.27
Bond	-5.99
TOTAL	-305.97



PROPOSAL REQUEST

Van Maanen Electric, Inc.
 500 Iowa Speedway Drive
 Newton, IA 50208
 Telephone: 641-791-9473

CCN # ASI 1
 Date: 10/28/2025
 Project Name: Grinnell Veterans Memorial Monument
 Project Number: Grinnell Veterans Memorial Monument
 Page Number: 1

Caliber Concrete
 Contact: Richard Hammons
 309 Audubon Street
 Adair, Iowa 50002
 E-mail: richardhammons@caliber-concrete.com

Work Description

Scope: ASI 1

Breakdown

Description	Qty
LA-1	5
LA-2	4
LA-3	3
LA-4	-8
3/8-16x 1 1/2 BOLT HEX HEAD - S/S	8
3/8-16 HEX NUT - S/S	8
3/8" FLAT WASHER - S/S	16
Totals	36

Summary

General Materials		14.42
LIGHTING FIXTURES		-1,003.00
LABOR	(9.23 Hrs @ \$77.56)	715.88
Final Amount		\$-272.70

Van Maanen Authorization:

Project Manager: Josh Hetzler
 Phone Number: 641-791-9473
 E-mail: jhetzler@vanmaanenelectric.com

Signature: Date: 10/28/25

Caliber Concrete Authorization

Name: Richard Hammons

Signature: _____ Date: _____

ORIGINAL

309 Audubon Street
P.O. Box 248
Adair, IA 50002



CALIBER
CONCRETE LLC

Phone: 515-979-2004
Fax: 888-965-9309
www.caliber-concrete.com

PCO#04 – Stormwater Cistern Infill

Summary of construction cost changes for filling existing stormwater cistern (for former Veterans Building) with sand and removing corrugated metal top.

Man hours	18 Hours	\$ 65.00	\$1,170.00
Water	1 Ls	\$ 30.00	\$ 30.00
Sand	4 Loads	\$ 302.13	\$1,208.52
Trucking	9.5 hours	\$ 125.00	\$1,187.50
			\$3,596.02

RESOLUTION NO. 2025-2224

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$12,284.07 FOR A NET DECREASE TO THE CONTRACT WITH FAHRNER ASPHALT SEALERS, LLC. FOR THE REHABILITATE RUNWAY AND TAXIWAY PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Fahrner Asphalt Sealers, LLC. on September 16, 2024, for the Rehabilitate Runway and Taxiway Project; and

WHEREAS, Fahrner Asphalt Sealers, LLC. has submitted Contract Change Order No. 1 for a net decrease in the contract of \$12,284.07; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 15th day of December 2025 that the contract amount has decreased by \$12,284.07 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and approved this 15th day of December 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

CHANGE ORDER

No. 002

PROJECT: Grinnell Regional Airport - Rehabilitate Runway and Taxiway

OWNER: City of Grinnell, IA

ENGINEER'S PROJECT NO.: OT5.132302

CONTRACTOR: Fahrner Asphalt Sealers, LLC

ENGINEER: Bolton & Menk, Inc

FAA AIP: 3-19-0039-022-2024

IDOT Project No. N/A

You are directed to make the following changes in the Contract Documents.

Description:

Reconciliation of Quantities from "As-Bid" to "As-Built" – See Attached Spreadsheet/Summary

Reason for Change Order:

Final payment is based on actual work completed and minor adjustments of quantities occur during construction. This change order adjusts the contract value to match that of the actual work constructed by adjusting original estimated "as-bid" quantities to actual final "as-built" quantities.

Attachments (List of Documents Supporting Change):

- 1 - Change Order #2 Supporting Document

CHANGES IN CONTRACT PRICE:		CHANGES IN CONTRACT TIMES:	
Original Contract Price		Original Contract Times	
\$	153,884.00	Substantial Completion:	<u>15</u> days
		Ready for final payment:	<u> </u> days <u>or</u> dates
Net Changes from C.O. No. <u>N/A</u> to No. <u>001</u>		Net changes from C. O.'s No. <u>N/A</u> to No. <u>001</u>	
\$	111,416.50		<u>15</u> days
Contract Price Prior to this Change Order		Contract Times Prior to this Change Order	
\$	265,300.50	Substantial Completion:	<u>30</u> days
		Ready for final payment:	<u> </u> days <u>or</u> dates
Net Increase of this Change Order		Net <u>increase</u> <u> </u> of this Change Order	
\$	(12,284.07)		<u>0</u> days
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$	253,016.43	Substantial Completion:	<u>30</u> days <u>or</u> dates
		Ready for final payment:	<u> </u> days <u>or</u> dates

REQUESTED:

RECOMMENDED:

APPROVED:

By: 
Contractor (Authorized Signature)

By: 
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

Date: November 13, 2025

Date: 11/14/2025

Date: _____

Change Order No. 2
Reconciliation of Final Quantities
Grinnell Regional Airport - Rehabilitate Runway and Taxiway
ENGINEER'S PROJECT NO.: OT5.132302
FAA AIP: 3-19-0039-022-2024
IDOT Project No. N/A

Item No.	Description	Previous Bid / C. O. Quantity	Unit	Unit Price	Previous Bid / Chg. Order Cost	Final Quantity	Final Cost	Quantity Change	Cost Change
BASE BID									
1 .	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	\$ -
2 .	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -
3 .	Crack Sealing (New and Previously Sealed)	500	LF	\$ 4.50	\$ 2,250.00	0.00	\$ -	(500.00)	\$ (2,250.00)
4 .	Re-Seal Existing Joints	19000	LF	\$ 2.99	\$ 56,810.00	18,475.00	\$ 55,240.25	(525.00)	\$ (1,569.75)
5 .	Full Depth Pavement Patching, PCC	300	SY	\$ 161.00	\$ 48,300.00	300.00	\$ 48,300.00	0.00	\$ -
6 .	Partial Depth Pavement Patching, PCC	300	SF	\$ 40.00	\$ 12,000.00	100.00	\$ 4,000.00	(200.00)	\$ (8,000.00)
7 .	Pavement Markings, Solid White, With Beads	26000	SF	\$ 0.64	\$ 16,640.00	28,587.00	\$ 18,295.68	2,587.00	\$ 1,655.68
8 .	Pavement Markings, Solid Yellow, With Beads	600	SF	\$ 0.64	\$ 384.00	1,784.00	\$ 1,141.76	1,184.00	\$ 757.76
TOTAL - BASE BID					\$ 153,884.00		\$ 144,477.69		\$ (9,406.31)
CHANGE ORDER NO. 1									
CO1-1 .	Entrance Road - Joint Sealing	6600	LF	\$ 2.99	\$ 19,734.00	5,975.00	\$ 17,865.25	(625.00)	\$ (1,868.75)
CO1-2 .	Entrance Road - Crack Sealing	250	LF	\$ 4.50	\$ 1,125.00	122.00	\$ 549.00	(128.00)	\$ (576.00)
CO1-3 .	Entrance Road - Full Depth Pavement Patching, PCC	225	SY	\$ 161.00	\$ 36,225.00	226.22	\$ 36,421.42	1.22	\$ 196.42
CO1-4 .	Hangar Taxilanes - Joint Sealing	9250	LF	\$ 2.99	\$ 27,657.50	9,593.00	\$ 28,683.07	343.00	\$ 1,025.57
CO1-5 .	Hangar Taxilanes - Crack Sealing	350	LF	\$ 4.50	\$ 1,575.00	0.00	\$ -	(350.00)	\$ (1,575.00)
CO1-6 .	Hangar Taxilanes - Full Depth Pavement Patching, PCC	100	SY	\$ 161.00	\$ 16,100.00	100.00	\$ 16,100.00	0.00	\$ -
CO1-7 .	Hangar Taxilanes - Partial Depth Pavement Patching, PCC	100	SF	\$ 40.00	\$ 4,000.00	98.00	\$ 3,920.00	(2.00)	\$ (80.00)
CO1-8 .	Additional Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	0.00	\$ -
TOTAL - CHANGE ORDER NO. 1					-		\$ 108,538.74		\$ (2,877.76)
CHANGE ORDER NO. 2 (FINAL)									
CO2-1 .	Reconciliation of Final Quantities	Total of "Cost Change" column					N/A		\$ (12,284.07)
TOTAL - CHANGE ORDER NO. 2 (FINAL)					\$ -		\$ -		\$ (12,284.07)
Reconciled Cost Total for Base Bid, Awarded Bid Alternates, and Approved Change Orders					\$ 265,300.50		\$ 253,016.43		\$ (12,284.07)

N/A Costs Associated with this Item shown in lower right as sum of "Cost Change" column, so not duplicated in columns on this line marked "N/A"

Note: (1) Parentheses indicate negative change in quantity and cost.

RESOLUTION NO. 2025-225

RESOLUTION ACCEPTING WORK FOR THE REHABILITATE RUNAWAY AND TAXIWAY PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Fahrner Asphalt Sealers, LLC. on September 16, 2024, for the Rehabilitate Runway and Taxiway Project; and

WHEREAS, said contractor has substantially completed the construction of said improvements, known as the Rehabilitate Runway and Taxiway Project, in accordance with the terms and conditions of said contract and plans and specifications.

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 total contract cost of the improvements payable under said contract is hereby determined to be \$265,300.50.

Passed and approved on this 15th day of December 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

ENGINEER’S STATEMENT OF PROJECT COMPLETION

To: City of Grinnell, Iowa
Grinnell Regional Airport
520 4th Avenue
Grinnell, IA 50112

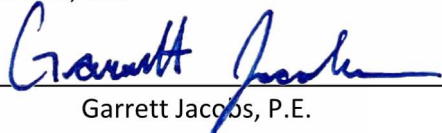
Date: 11/14/2025
Project: Rehabilitate Runway and Taxiway
Grinnell Regional Airport (GGI)
BMI Project Number: OT5.132302.000

The project was considered **substantially complete as of April 29, 2025**. A formal final inspection of the above-referenced project was completed on November 12, 2025. The Project Manager and Airport Manager inspected the project. Thereafter, a punch list was developed and forwarded to attendees and the Contractor. All items on the punch list have now been completed.

Therefore, Bolton & Menk recommends the City of Grinnell formally accept the project as Complete. A final change order reconciling quantities and establishing the exact final construction cost has been completed. The final construction cost is Two Hundred Fifty-Three Thousand Sixteen and 43/100 dollars (\$253,016.43) which is below the original contract value, plus the inclusion of Change Order No. 1 which doubled the scope of the project and was included in the grant application, of Two Hundred Sixty-Five Thousand Three Hundred and 50/100 dollars (\$265,300.50).

Following acceptance of Project Completion, after the required 30-day waiting period has passed, we recommend final acceptance of the project and release of retainage on the project. At that time, the project warranty period will also begin.

Bolton & Menk, Inc.

BY:  11/14/2025
Garrett Jacobs, P.E. Date

TITLE: Aviation Project Manager

ACCEPTANCE OF PROJECT COMPLETION

The City of Grinnell, Iowa formally accepts the project noted above as **COMPLETE as of December 1, 2025**, this the _____ day of _____, 2025.

BY: _____

TITLE: _____