



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR
SESSION MEETING
MONDAY, MARCH 2, 2026, AT 5:30 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/97266108785?PWD=AP7RIKBVSHN9AB24H0KIF
ZOYPAAI0B.1](https://zoom.us/j/97266108785?pwd=AP7RIKBVSHN9AB24H0KIFZOYPAAI0B.1)

MEETING ID: 972 6610 8785
PASSCODE: 366980

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of a resolution approving the plans and specifications, proposed form of contract and estimated construction cost for the construction of the 16th Avenue Paving Improvements Project. (See Resolution No. 2026-21)
2. Consider approval of a Supplemental Agreement for Maintenance of Primary Roads in Municipalities with the Iowa Department of Transportation effective July 1, 2026 - June 30, 2031.
3. Consider approval of an Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation, effective July 1, 2026 - June 30, 2031.
4. Consider approval of the 2026 Full Service Odor and Corrosion Control Program Agreement with Evoqua Water Technologies.
5. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 3, in the amount of \$127,500.72 to Caliber Concrete for the Veterans Monument and Plaza Project. (See Resolution No. 2026-22)
6. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 12, in the amount of \$732,146.33 to WRH, Inc. for the Water Plant Project. (See Resolution No. 2026-23)

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.

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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.

RESOLUTION NO. 2026-21

RESOLUTION ADOPTING PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 16TH AVENUE PAVING PROJECT FOR THE CITY OF GRINNELL, IOWA.

WHEREAS, on the 2nd day of March 2026 plans, specifications, estimate of cost and form of contract were filed for the 16th Avenue Project for the city of Grinnell, Iowa;

WHEREAS, notice of hearing on plans, specifications, estimate of cost and form of contract for said improvement was published as required by law;

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

Section 1. That the said plans, specifications, estimate of cost and form of contract are hereby approved as the plans, specifications, estimate of cost and form of contract for said improvements, as described in the preamble of this Resolution.

Where upon Mayor Cox declared this resolution duly passed and approved this 2nd day of March 2026.

Sam Cox, Mayor

Attest:

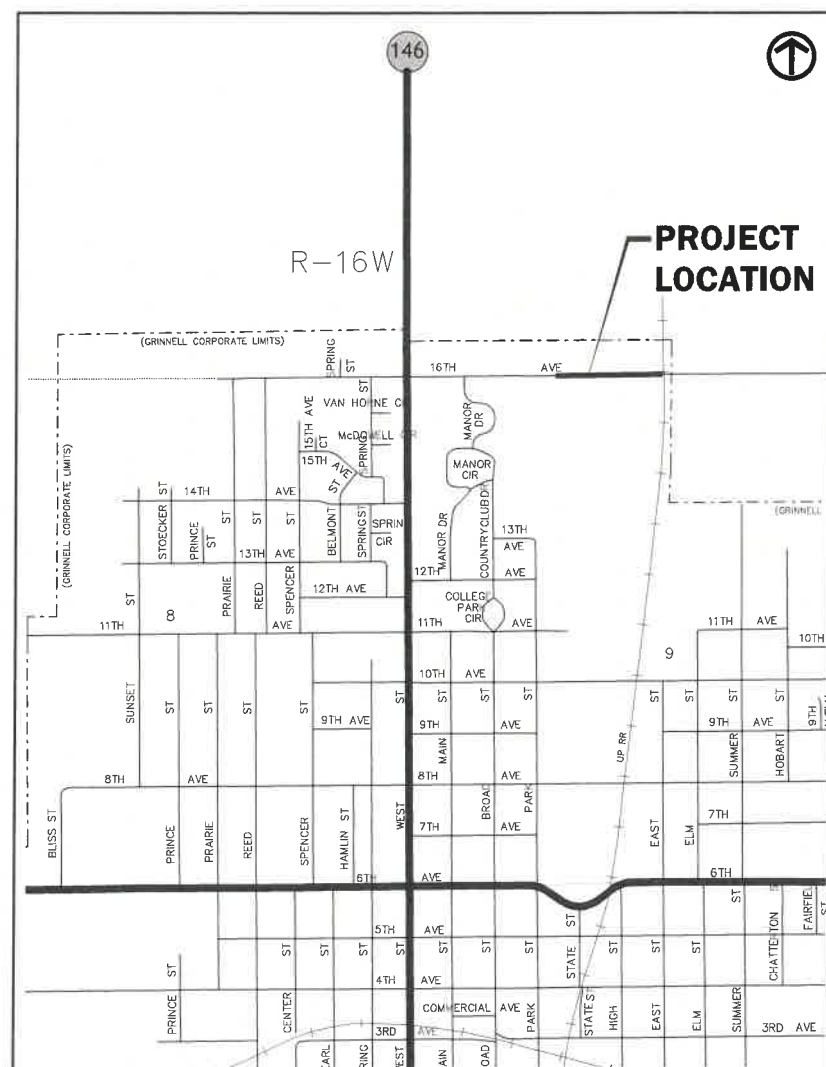
Alyssa Devig, City Clerk/Finance Director

PLANS FOR 16TH AVENUE HMA PAVING IMPROVEMENTS GRINNELL, IOWA



PLOTTED: Thursday, February 26, 2026 12:22:02 PM

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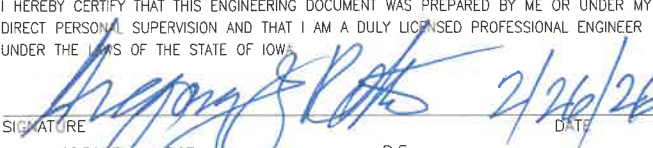



CITY OF GRINNELL
VICINITY MAP
NOT TO SCALE

DRAWING INDEX	
DWG. NO.	DRAWING NAME
A.1	INDEX AND TITLE SHEET
A.2	LEGEND AND GENERAL NOTES
B.1	TYPICAL SECTIONS
C.1	TABULATIONS
D.1	PAVING PLAN AND PROFILE
D.2	PAVING PLAN AND PROFILE
D.3	PAVING PLAN AND PROFILE
G.1	CONTROL SHEET
H.1	RIGHT OF WAY
J.01	TRAFFIC CONTROL AND STAGING
U.1	UNION PACIFIC RAILROAD CROSSING
U.2	RAILROAD CROSSING DETAILS
W.1	CROSS SECTIONS
W.2	CROSS SECTIONS
W.3	CROSS SECTIONS
W.4	CROSS SECTIONS



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.


 SIGNATURE: _____ DATE: 2/26/26
 NAME: GREGORY J. ROTH, P.E.
 LICENSE NUMBER: 11456
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026
 ALL PAGES OR SHEETS COVERED BY THIS SEAL: _____



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	B LIPPOLD
		CHECKED	G ROTH
		APPROVED	G ROTH
		DATE	XX-XX-XXX
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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

INDEX AND TITLE SHEET

SHEET NO.
A.1

Page 4 of 116

GENERAL LEGEND

	SURVEY LINE & STATION INDICATOR		CULVERT; SIZE AND TYPE
	CONCRETE SURFACE		FLARED END SECTION
	ASPHALT SURFACE		RAILROAD
	CONCRETE W/ ASPHALT OVERLAY		MAILBOX
	LOW GRADE ASPHALT SURFACE		FENCE (MISC.)
	GRANULAR SURFACE		SECURITY FENCE
	DIRT SURFACE		WOOD FENCE
	BRICK SURFACE		SILT FENCE
	SURFACING REMOVAL/REPLACEMENT		CHAIN LINK FENCE
	EARTH SECTION		PROPERTY LINE
	NEW SEWER/MANHOLE		PROPERTY PIN
	NEW SEWER/INTAKE		SECTION CORNER
	NEW WATER MAIN		PLAT BOUNDARY
	NEW FORCE MAIN		BUILDING
	NEW HYDRANT		ELEVATION MARKER
	NEW WATER VALVE		CENTERLINE
	EXISTING SANITARY SEWER AND SIZE		DIA. DIAMETER
	EXISTING STORM SEWER AND SIZE		ELEV. ELEVATION
	EXISTING WATER MAIN AND SIZE		PVC POLYVINYLCHLORIDE PIPE
	EXISTING FORCE MAIN AND SIZE		CI CAST IRON PIPE
	GAS MAIN AND SIZE		DI DUCTILE IRON PIPE
	UNDERGROUND POWER LINE		CMP CORRUGATED METAL PIPE
	OVERHEAD POWER LINE		VCP VITRIFIED CLAY PIPE
	UNDERGROUND TELEPHONE LINE		RCP REINFORCED CONCRETE PIPE
	CABLE TELEVISION LINE		RCAP REINFORCED CONCRETE ARCH PIPE
	FIBER OPTICS		LRCP LINED REINFORCED CONCRETE PIPE
	TOP OF EMBANKMENT		LCPP LINED CONCRETE PRESSURE PIPE
	TOE OF EMBANKMENT		STA. STATION
	DRAINAGE COURSE		LA LINE AHEAD
	SANITARY MANHOLE		LB LINE BACK
	STORM WATER MANHOLE		BM-2 BENCH MARK AND NUMBER
	ELECTRIC MANHOLE		ROW RIGHT-OF-WAY
	TELEPHONE MANHOLE		PI POINT OF INTERSECTION
	WATER MANHOLE		POT POINT ON TANGENT
	CURB INTAKE		LF LINEAR FEET
	AREA OR BEEHIVE INTAKE		TH TACKED HUB
	EXISTING HYDRANT		SB-2 SOIL BORING AND NUMBER
	EXISTING WATER VALVE		PVC POINT OF VERTICAL CURVATURE
	GAS VALVE		PVT POINT OF VERTICAL TANGENCY
	UTILITY POLE		VC VERTICAL CURVE
	GUY ANCHOR		PC POINT OF CURVATURE
	STREET LIGHT		PT POINT OF TANGENCY
	SIGN		MO MIDDLE ORDINATE
	TELEPHONE CABLE JUNCTION BOX		DWG. DRAWING
	TRAFFIC SIGNALS		CP-1 CONTROL POINT AND NUMBER
	PEDESTRIAN CONTROL LIGHT		(TYP.) TYPICAL
	RAILROAD CONTROL LIGHT		HPG HIGH PRESSURE GAS
	RAILROAD SIGN		IPG INTERMEDIATE PRESSURE GAS
	UTILITY ACCESS COVER		INV. INVERT
	PARKING METER		E.W., E.F. EACH WAY, EACH FACE
	TREE		E.W. EACH WAY
	EVERGREEN		@ AT
	STUMP		3 DRAWING NUMBER
	BUSH, SHRUB OR HEDGE		

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.

(ASE) ALLIANT ENERGY
 Contact Name : Alliant Energy Field Engineer
 Contact Phone: 8002554268
 Contact Email: locate IPL@alliantenergy.com

(GNN) GRINNELL, CITY OF
 Contact Name : Jan B. Anderson
 Contact Phone: 6412362600
 Contact Email: onecall@grinnelliowa.gov

(MCM) MAHASKA COMMUNICATION GROUP
 Contact Name : Frank Hansen
 Contact Phone: 6416761000
 Contact Email: support@mahaska.org

(TC7) MEDIACOM
 Contact Name : Curt Hodges
 Contact Phone: 5156693647
 Contact Email: chodges@mediacomcc.com

(WINIA) WINDSTREAM COMMUNICATIONS
 Contact Name : LOCATE DESK
 Contact Phone: 8002891901
 Contact Email: LOCATE.DESK@WINDSTREAM.COM

GENERAL NOTES

- ALL ELEVATIONS ARE TO GEOID 2018 DATUM.
- ALL NORTHING AND EASTING COORDINATES ARE TO IOWA REGIONAL COORDINATE SYSTEMS - ZONE 9 (RCS9).
- REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS INCIDENTAL TO CONSTRUCTION.
- SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
- CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
- DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.
- LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO CONSTRUCTION LIMITS.
- SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
- STATIONING IS ALONG CENTER LINE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION.
- RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
- PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.
- REPLACE WATER SERVICES IN DIRECT CONFLICT WITH NEW PIPE WITH NEW SERVICES FROM MAIN TO CURB STOP. PLUG EXISTING SERVICE AT MAIN; CONSTRUCT STORM SEWER UNDER EXISTING SERVICES WITH ADEQUATE CLEARANCE.

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED. TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.

Subsurface Utility Quality Levels	
Level	Description
QL A	Process of designating and locating using non-destructive vacuum excavation techniques. This is the most accurate level of measurement and yields good 3D positions of subsurface utilities.
QL B	Obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
QL C	Uses on surface features to predict the utility location obtained by surveying and plotting visible above-ground utility features and by using professional judgement in correlating this information to Quality Level D.
QL D	Obtained by integrating existing records, atlases, or oral recollections of the locations of existing subsurface utilities. This is the least reliable method of utility location and is often inaccurate and not up to date.
ASE is capable and experienced in all Quality Levels of SUE	

DATE	REVISIONS	SCALE	AS NOTED
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		APPROVED	G ROTH
		DATE	02-26-26
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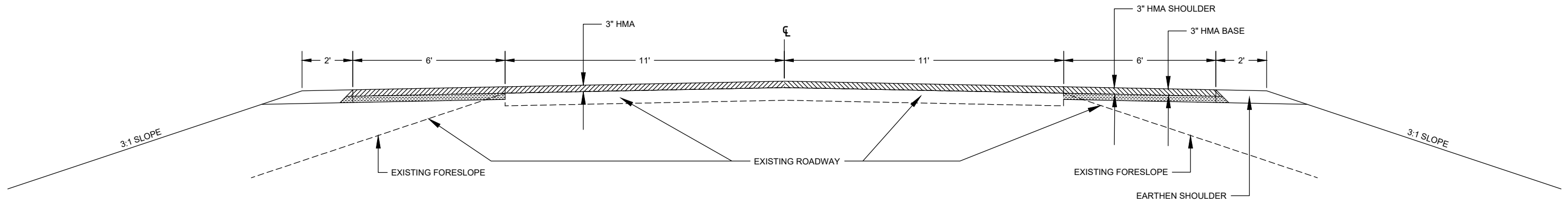
16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

6775 Vista Drive • West Des Moines, Iowa 50266-9305
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LEGEND AND GENERAL NOTES

SHEET NO.

A.2



DATE	REVISIONS	SCALE	AS NOTED
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TYPICAL SECTIONS

SHEET NO.
B.1
PROJECT 288191

PLOTTED: Thursday, February 26, 2026 1:41:07 PM

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ESTIMATE PROJECT QUANTITIES						ESTIMATE REFERENCE INFORMATION
16TH AVENUE HMA PAVING IMPROVEMENTS						
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	AS BUILT QUANTITY	DESCRIPTION
1	10,010-A	Demolition Work, concrete rubble removal	LS	1		DEMOLITION WORK Removal of trees, brush, vegetation, buildings, building materials, contents of buildings, appliances, trash, rubbish, basement walls, foundations, sidewalks, steps, and driveways from the site; disconnection of utilities; furnishing and compaction of backfill material; furnishing and placing topsoil; finish grading of disturbed areas; placing and removing safety fencing; removal of fuel and septic tanks and cisterns; seeding; and payment of any permit or disposal fees. Area also includes the northwest quadrant of the rail crossing intersection.
2	11,010-A	Construction Survey	LS	1		CONSTRUCTION SURVEY Lump sum price includes all costs for labor, equipment and material to provide all construction staking and re-staking necessary for the complete construction of the project. Includes sidewalk slope verification survey and documentation according to Iowa DOT Materials I.M. 363.
3	11,020-A	Mobilization	LS	1		MOBILIZATION Lump sum price includes cost of all mobilizations and demobilizations necessary for construction, including cost of bonds and insurance. Partial payments may be made as follows: When 5% of the original project sum is earned, either 25% of the contract price for this item or 2.5% of the original project sum, whichever is less, will be paid. When 10% of the original project sum is earned, either 50% of the contract price for this item or 5% of the original project sum, whichever is less, will be paid. When 50% of the original project sum is earned, either 100% of the contract price for this item or 10% of the original project sum, whichever is less, will be paid. Upon completion of all work on the project required by the contract, full payment will be made for this contract item, including any amount not paid as a partial payment.
4	4020-A-1	Storm Sewer, Trenched, PVC, 12"	LF	570		STORM SEWER, TRENCHED, PVC, 12" Trench excavation; dewatering; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; joint wrapping; wyes and other fittings; pipe joints; pipe connections; testing; and inspection.
5	5020-I	Fire Hydrant Adjustment	EA	1		FIRE HYDRANT ADJUSTMENT Removal and reinstallation of the existing fire hydrant; furnishing and installing the extension barrel section and stem; and all other necessary appurtenances.
6	6010-B	Intake, SW-512, 24"	EA	5		INTAKE, SW-512, 24" Unit price includes all labor, material and equipment necessary for installation of intake including but not limited to excavation, backfill, dewatering, bedding material, granular backfill, base, structural concrete, reinforcing, precast units (if used), pipe connections, backfilling with granular and excavated materials, Work to comply with SUDAS specification under 2022 edition.
7	6010-E-2	Intake Adjustment, Minor	EA	1		INTAKE ADJUSTMENT, MINOR Removing existing casting and existing adjustment rings, furnishing and installing adjustment rings, and furnishing and installing new casting.
8	7020-A	HMA Overlay, 3 inch, 1/2 inch mix, PG 58-28H	SY	2,675		PAVEMENT, ASPHALT Payment includes, but is not limited to, furnishing labor, materials, equipment, sampling and testing and incidentals for constructing paving as shown on the typical sections of these plans; includes base, intermediate and surface courses as well as sawcutting and removal of the patch. Measurement based on surface area of finished pavement, subject to adjustment based on core samples. Includes asphalt binder. Quantity based on total surface area as shown in the plans with a 5% contingency. Contractor shall obtain approval from Engineer for quantities in excess of bid quantity.
9	7020-A	HMA Shoulders, 6 inch, 3/4 inch mix, PG 58-28H	SY	1,450		PAVEMENT, ASPHALT Payment includes, but is not limited to, furnishing labor, materials, equipment, sampling and testing and incidentals for constructing paving as shown on the typical sections of these plans; includes base, intermediate and surface courses as well as sawcutting and removal of the patch. Measurement based on surface area of finished pavement, subject to adjustment based on core samples. Includes asphalt binder. Quantity based on total surface area as shown in the plans with a 5% contingency. Contractor shall obtain approval from Engineer for quantities in excess of bid quantity.
10	7030-A-3	Removal of Driveway	SY	85		REMOVAL OF DRIVEWAY Unit price includes all labor, materials, and equipment necessary for removal and disposal of existing pavement where shown on plans; measurement based on plan view surface area of surfacing removed. Pavement includes but shall not be limited to PCC, asphalt, and seal coat type of driveways and parking areas. Removal of granular surfaced areas shall be incidental to this bid item. Sawcutting is considered incidental to this item.
11	7030-E	Sidewalk, PCC, 6" (Thickness)	SY	28		SIDEWALK, PCC, 6" (THICKNESS) Unit price includes furnishing all labor, equipment and materials necessary for construction of portland cement concrete sidewalks including but not limited to reinforcing, jointing, forming, placing, consolidating, finishing and curing of concrete, testing and incidental work including cleanup. Sidewalk thickness: minimum thickness is 5" except at section through driveways where minimum thickness shall match adjacent driveway and except at pedestrian curb ramps where minimum thickness is 6" and thickened to 8" where sidewalk forms or abuts curb. Additional thickness is incidental to cost of sidewalk. Welded wire fabric not required for sidewalks. Detectable warnings paid for separately in addition to payment for underlying walk beneath.
12	7030-G	Detectable Warning	SF	24		DETECTABLE WARNING Steel bar supports and manufactured detectable warning panels.
13	7030-H-1	Driveway, Paved, HMA, 8 inch	SY	55		DRIVEWAY, PAVED, HMA, 8 inch
14	7091-A	Full Depth Reclamation	SY	2,800		FULL DEPTH RECLAMATION Pulverizing and sizing of existing asphalt/seal coat layers; incorporating and mixing of existing underlying materials; protecting street fixtures; development of a job mix formula; adding and mixing stabilizing agents and additives, if required; compacting the reclaimed mix; shaping of the mix; removing any loose or excess material; curing; and final clean up.
15	8020-C	Painted Pavement Markings, Solvent/Waterborne	LS	1		PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE Reflectorizing spheres, layout, surface preparation, and application of marking paint. See U. Sheets for details. Work includes only the area west of the UPRR Crossing.

ESTIMATE PROJECT QUANTITIES						ESTIMATE REFERENCE INFORMATION
16TH AVENUE HMA PAVING IMPROVEMENTS						
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	AS BUILT QUANTITY	DESCRIPTION
16	8030-A	Temporary Traffic Control	LS	1		TEMPORARY TRAFFIC CONTROL Lump sum price includes furnishing signs, flagmen, barricades, flashers, channelizing devices, orange safety fence and other miscellaneous traffic control items specified or required by City of Grinnell during construction; includes set up, monitoring, maintenance, removal and miscellaneous associated work. Includes pedestrian traffic control. Standards of MUTCD must be met.
17	8040-A	Traffic Signs	LS	1		TRAFFIC SIGNS The sign blank, application of reflective sheeting, application of screened message, all mounting hardware, and erecting the sign according to the traffic control technician's direction. See U. Sheets for Details. Work includes only the area west of the UPRR Crossing.
18	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	2		HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, ___ (TYPE) Payment includes all labor, material and equipment necessary to complete work required for seeding, mulching and fertilizing disturbed areas including grading, rock and debris removal, fertilizing, seed, mulch, watering (to vegetation establishment) and miscellaneous associated work and cleanup. Quantity includes 10% contingency.
19	9040-A-1	SWPPP Preparation	LS	1		SWPPP PREPARATION Unit price includes all labor, material and equipment necessary to complete work required for preparation of the project's SWPPP and shall meet the requirements set forth in SUDAS. Use the 2022 Standard Specifications Manual for SUDAS.
20	9040-A-2	SWPPP Management	LS	1		SWPPP MANAGEMENT Unit price includes all labor, material and equipment necessary to complete work required for the management of the approved SWPPP as prepared in Bid Item 11 and shall meet the requirements set forth in SUDAS. Use the 2022 Standard Specifications Manual for SUDAS.
21	9040-T	Inlet Protection Device,	EA	1		INLET PROTECTION DEVICE
22	9040-D-1	Filter Sock, 8 inch	LF	1,800		FILTER SOCK Anchoring stakes and all materials and installation per specifications included.
23	9040-D-2	Filter Socks, Removal	LF	1,800		FILTER SOCK REMOVAL Restoration of the area to finished grade and off-site disposal of filter socks and accumulated sediment.
24	9040-R	Turf Reinforcement Mats, Type 2	SQ	250		TURF REINFORCEMENT MATS Excavation, staples, anchoring devices, and material for anchoring slots
25		Earth Shoulders	STA	22		EARTH SHOULDERS
26		Embankment in Place	CY	3,000		EMBANKMENT IN PLACE Contractor responsible for supplying suitable earth for embankment construction and widening.
27		Temporary Surfacing	TN	50		TEMPORARY SURFACING
28		Parcel Accomodations, #1	LS	1		PARCEL ACCOMODATIONS, #1 See H-Sheets for details of work.
29		Parcel Accomodations, #2	LS	1		PARCEL ACCOMODATIONS, #2 See H-Sheets for details of work.
30		Parcel Accomodations, #3	LS	1		PARCEL ACCOMODATIONS, #3 See H-Sheets for details of work.
31		UPRR CRE	LS	1		See Specifications for requirements.

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CITY OF GRINNELL

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TABULATIONS

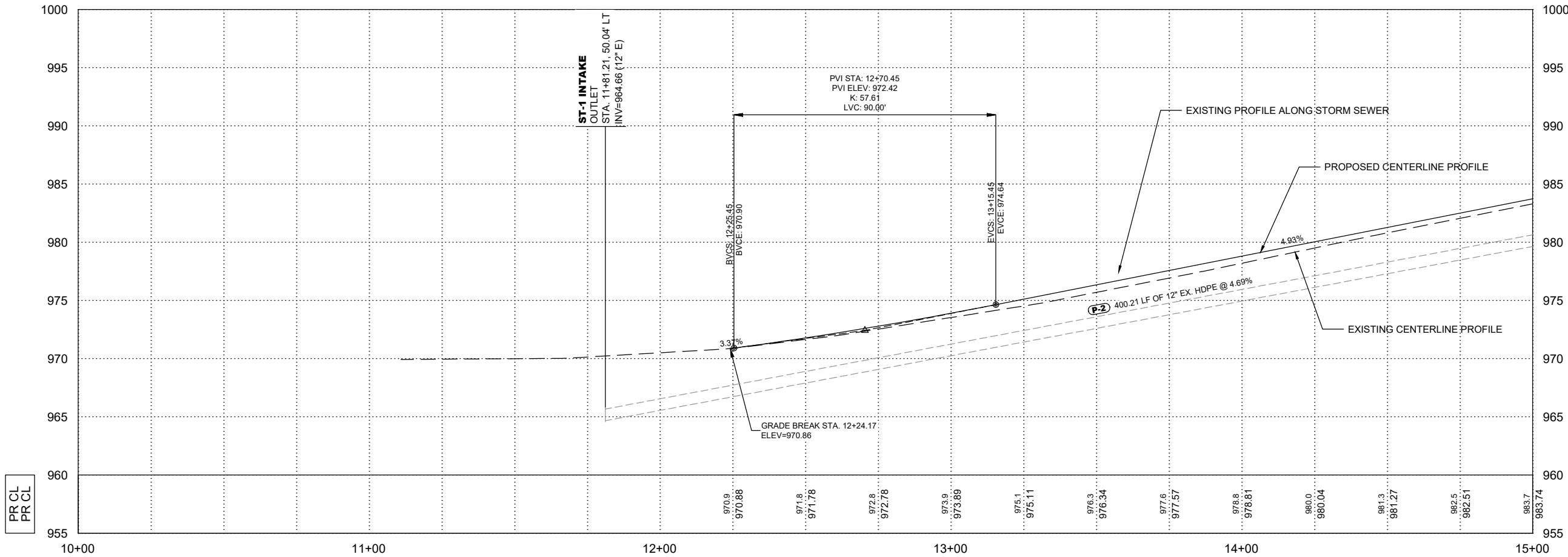
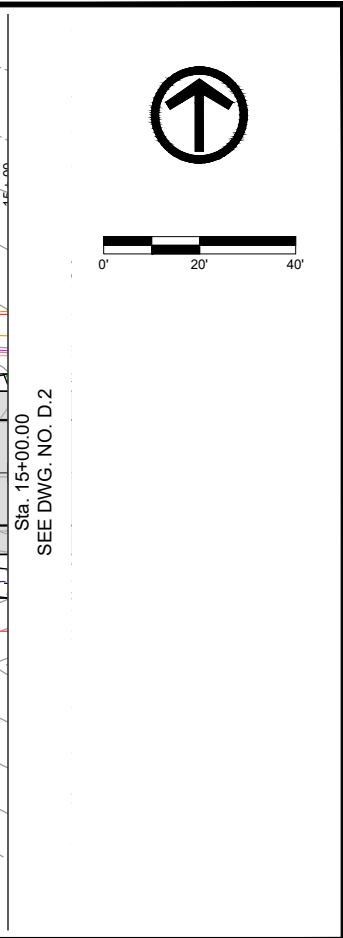
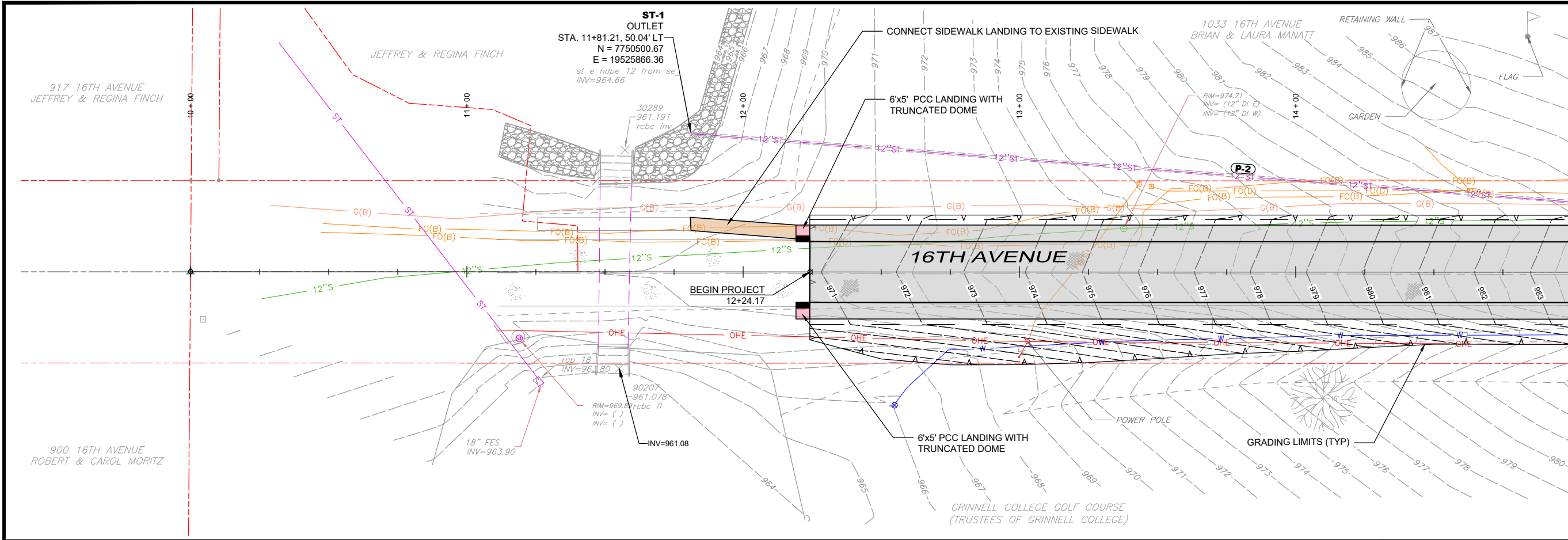
SHEET NO.

C.1

PROJECT 288191

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16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

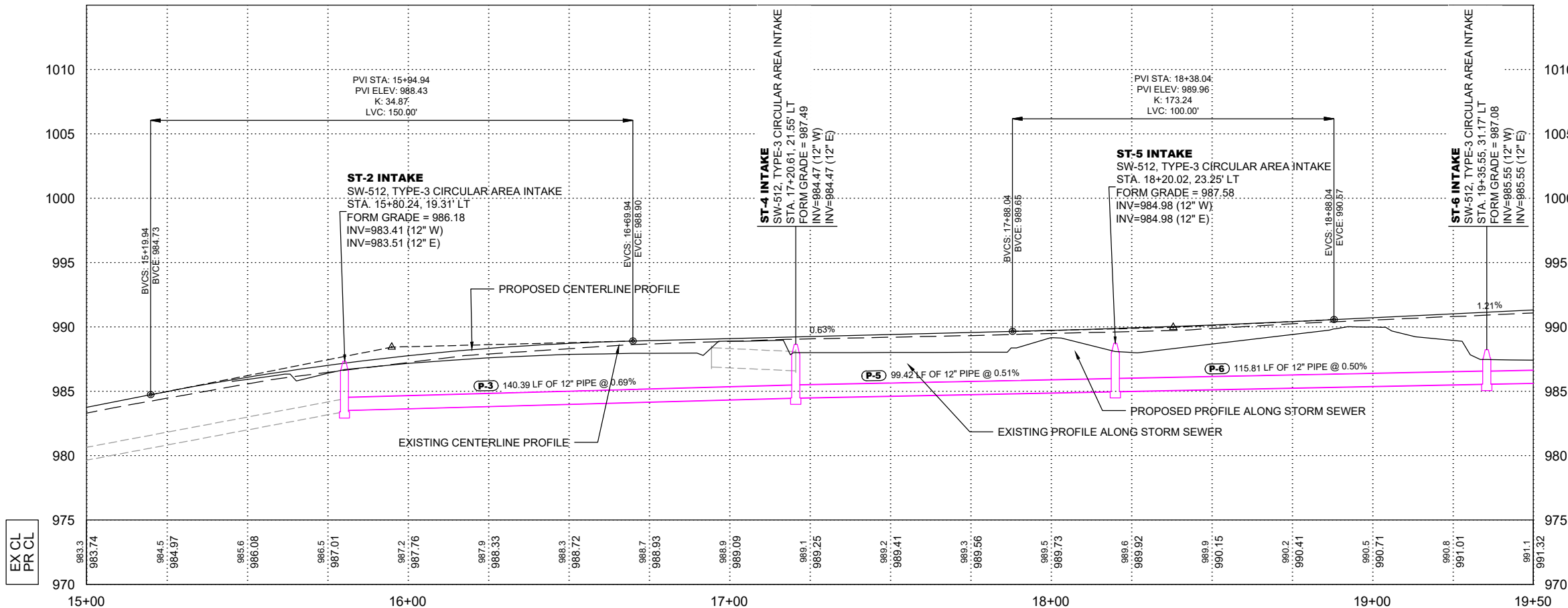
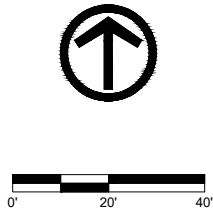
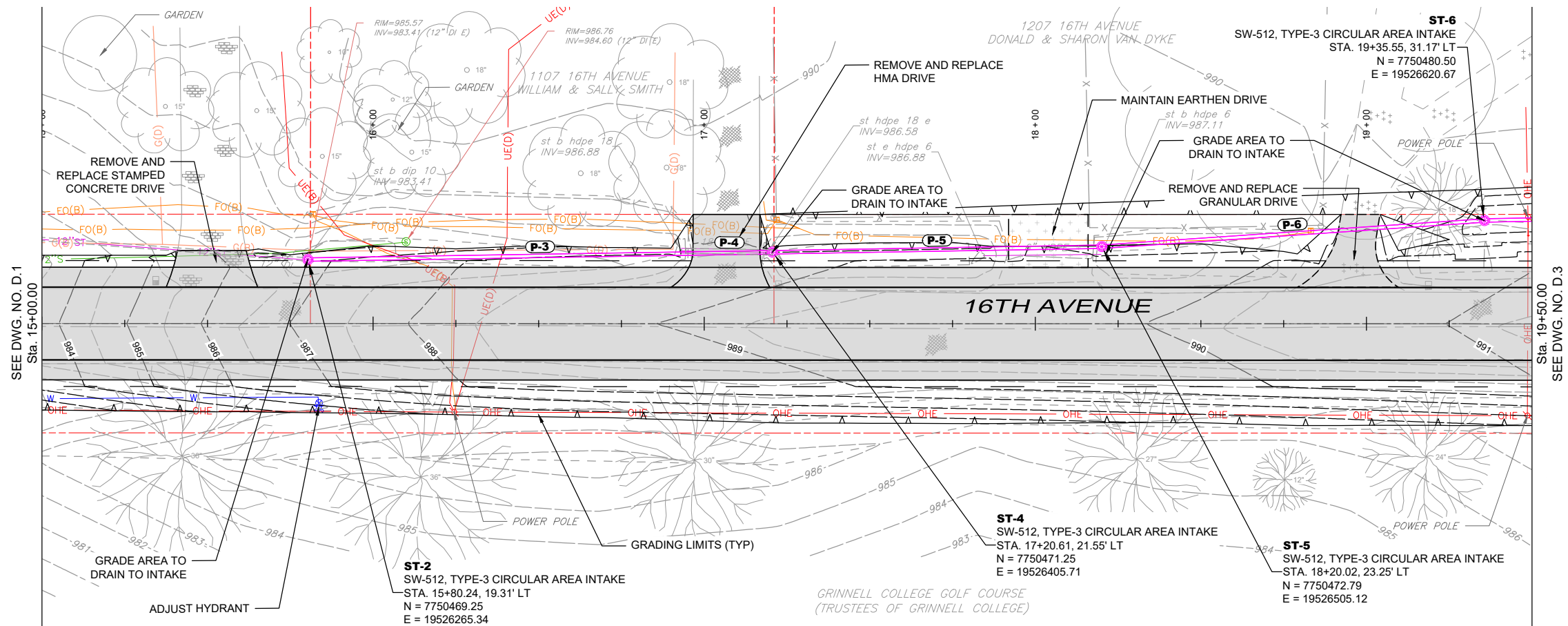
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16TH AVENUE
PAVING PLAN AND PROFILE

SHEET NO.	D.1
PROJECT	288191

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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	B LIPPOLD
		CHECKED	G ROTH
		APPROVED	G ROTH
		DATE	02-26-26
		ISSUED FOR	CONST



16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

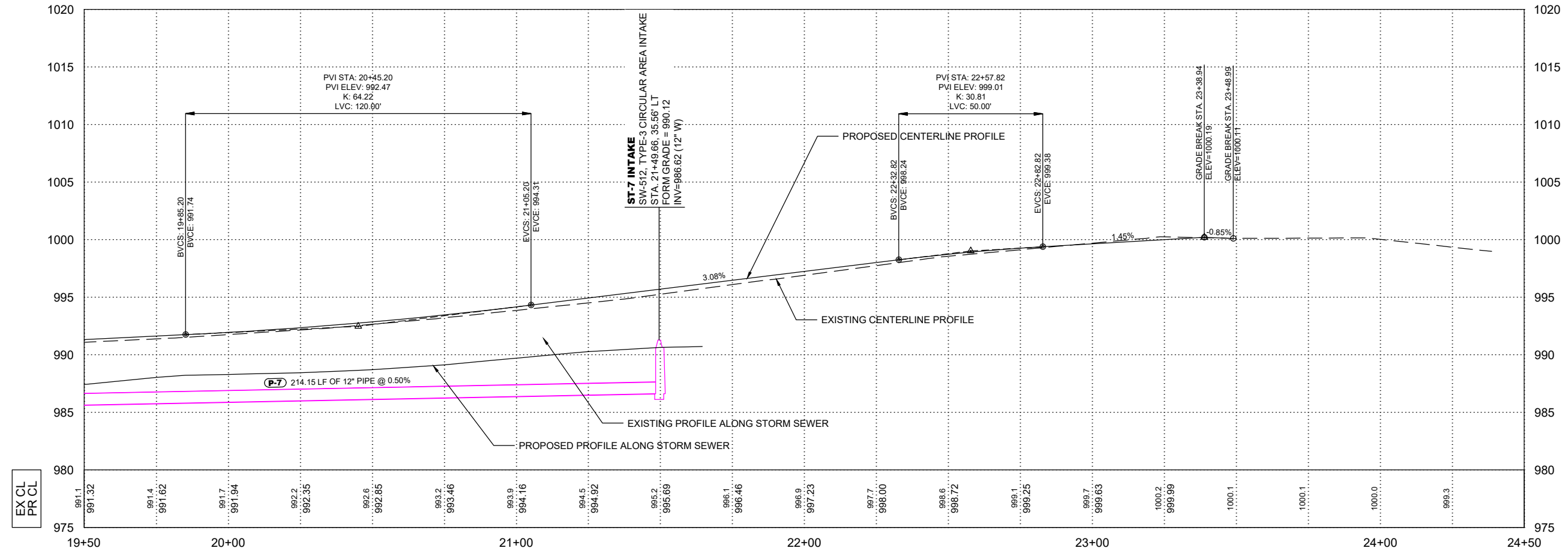
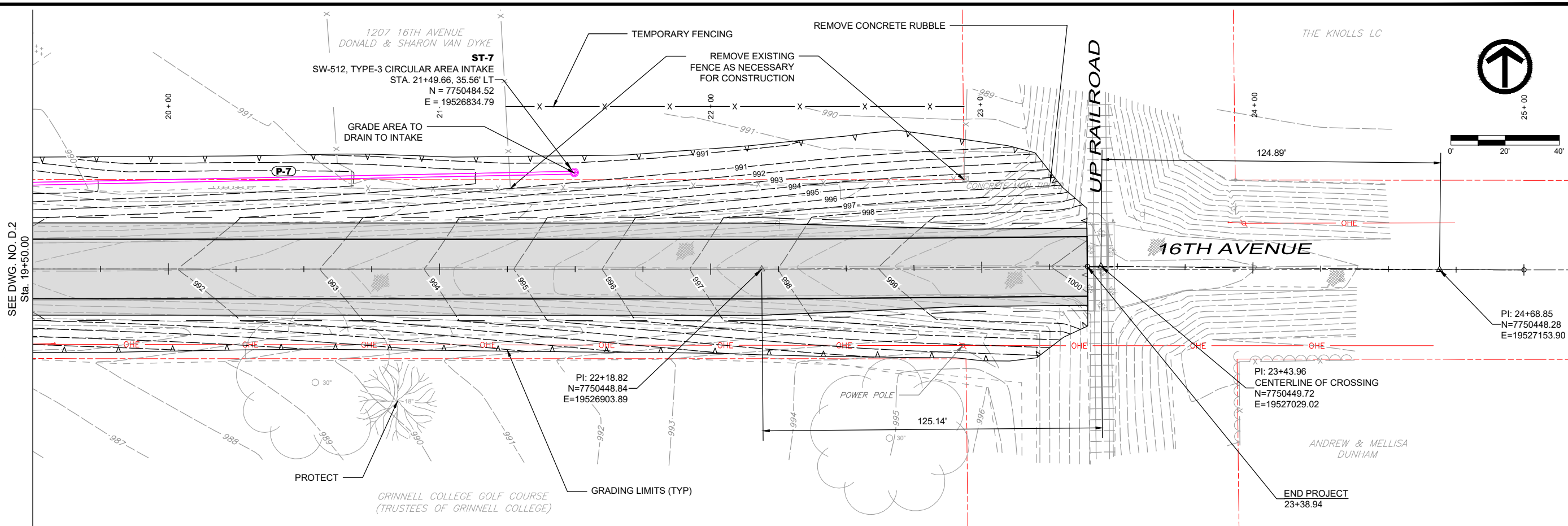
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16TH AVENUE
PAVING PLAN AND PROFILE

SHEET NO.
D.2
PROJECT 288191

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16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

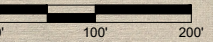
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16TH AVENUE
PAVING PLAN AND PROFILE

SHEET NO.	D.3
PROJECT	288191

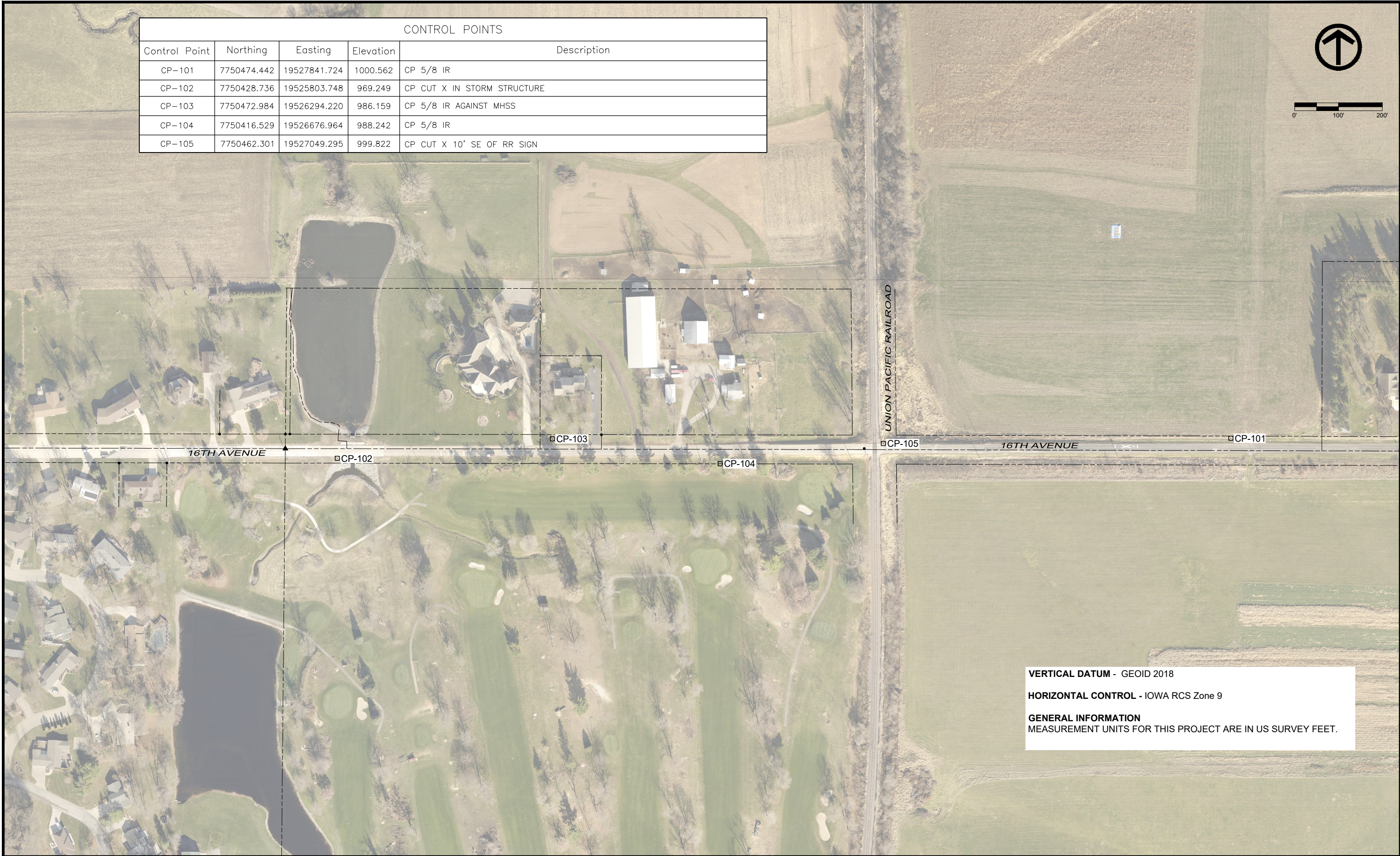
CONTROL POINTS

Control Point	Northing	Easting	Elevation	Description
CP-101	7750474.442	19527841.724	1000.562	CP 5/8 IR
CP-102	7750428.736	19525803.748	969.249	CP CUT X IN STORM STRUCTURE
CP-103	7750472.984	19526294.220	986.159	CP 5/8 IR AGAINST MHSS
CP-104	7750416.529	19526676.964	988.242	CP 5/8 IR
CP-105	7750462.301	19527049.295	999.822	CP CUT X 10' SE OF RR SIGN



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VERTICAL DATUM - GEOID 2018
HORIZONTAL CONTROL - IOWA RCS Zone 9
GENERAL INFORMATION
 MEASUREMENT UNITS FOR THIS PROJECT ARE IN US SURVEY FEET.

DATE	REVISIONS

SCALE	AS NOTED
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APPROVED	G ROTH
DATE	02-26-26
ISSUED FOR	CONST



16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

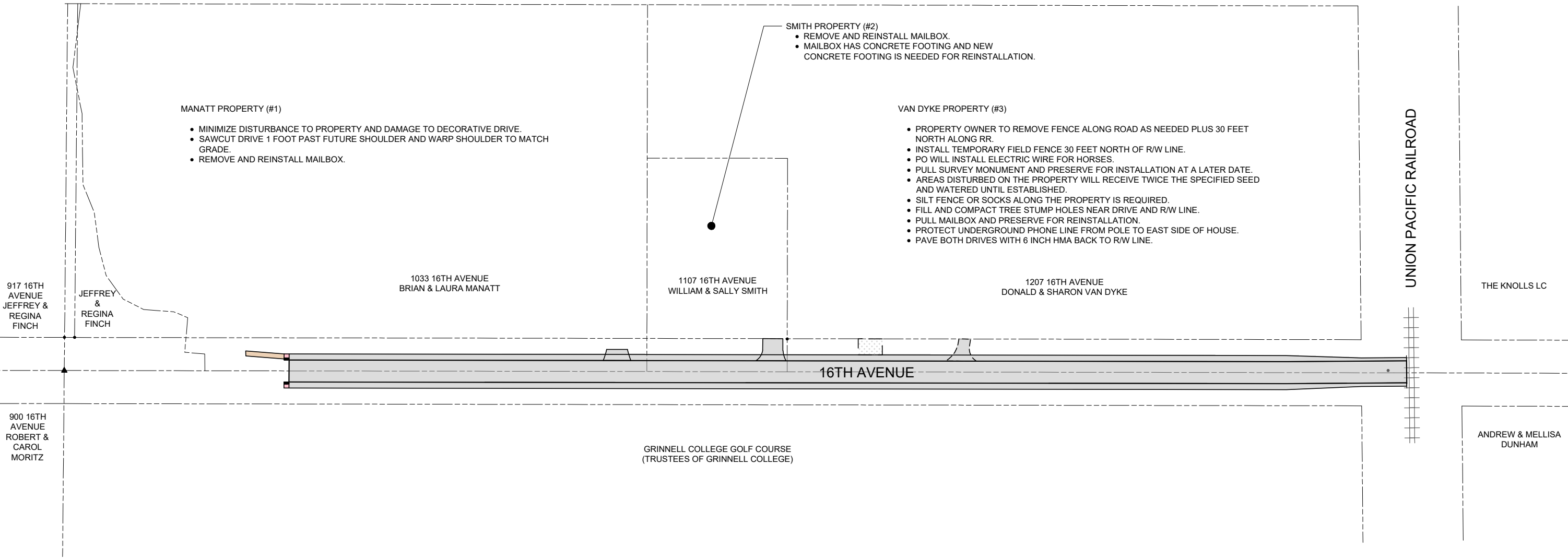
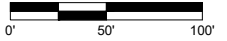
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CONTROL SHEET

SHEET NO.
G.1
PROJECT 288191

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GENERAL NOTES

LIMIT DISRUPTION TO EACH PROPERTY. GRADE ONE SIDE OF THE ROAD AT A TIME. MAINTAIN ACCESS TO EACH PROPERTY DURING ALL TIMES OTHER THAN PAVING OPERATION. PROTECT UTILITY BOXES. IF UTILITY BOXES ARE DAMAGED, COORDINATE WITH UTILITY PROVIDER FOR REPAIRS AND OR RELOCATION. ALL WORKERS AND CREW MEMBERS TO INTERACT WITH PROPERTY OWNERS ONLY IF REQUIRED. THESE INTERACTIONS SHALL BE RESPECTFUL AND CORDIAL. CONTACT THE CITY AND ENGINEER IF CONTACT DOES NOT GO WELL. CHILDREN MAY BE PRESENT AT VARIOUS TIMES. SAFETY IS THE TOP PRIORITY FOR RESIDENTS, GOLFERS AND PROPERTY OWNERS. PROTECT TREES AND BUSHES UNLESS CALLED FOR REMOVAL.

DATE	REVISIONS	SCALE	AS NOTED
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		CHECKED	G ROTH
		APPROVED	G ROTH
		DATE	02-26-26
		ISSUED FOR	CONST



16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

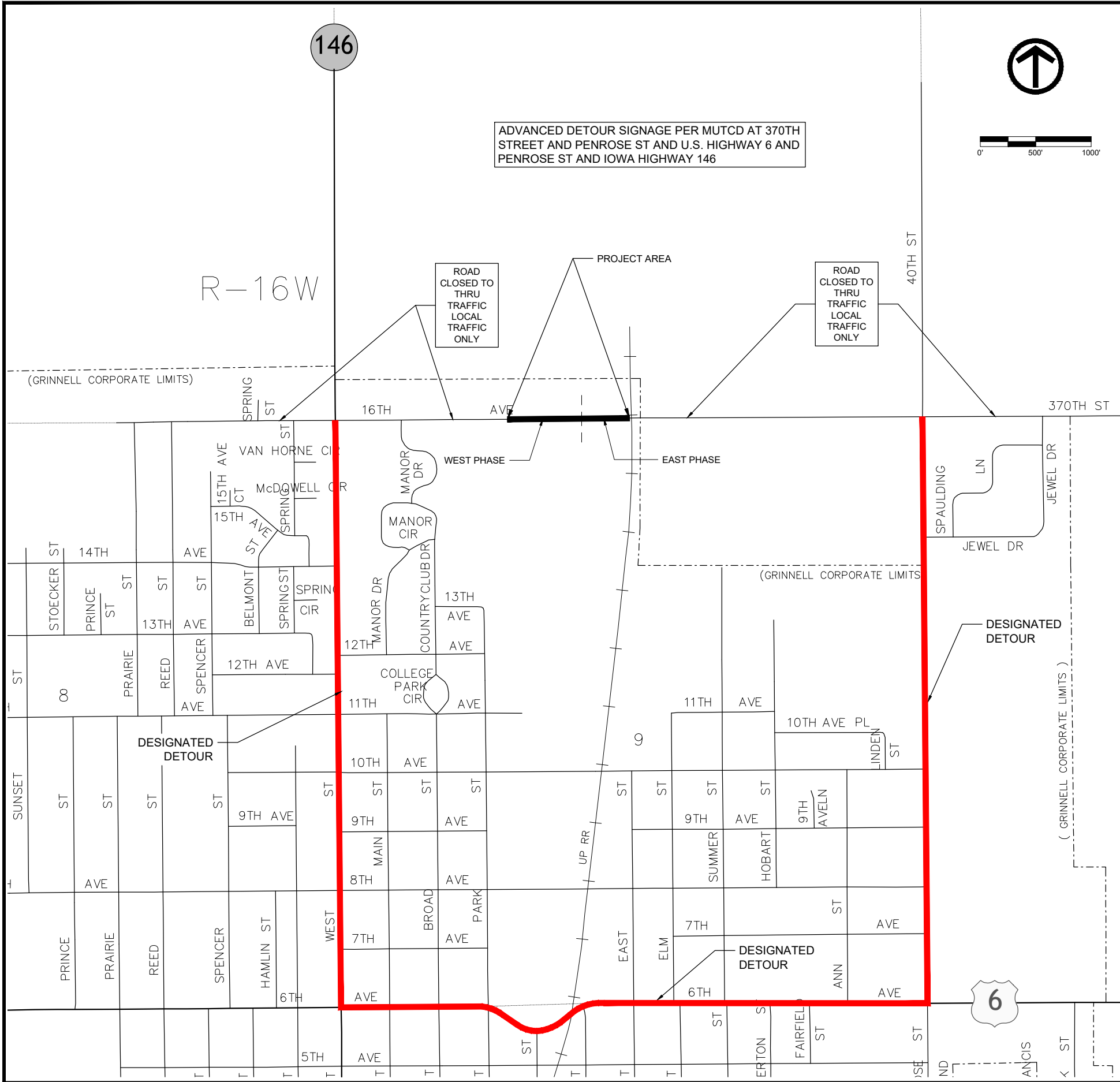
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RIGHT OF WAY

SHEET NO.	H.1
PROJECT	288191

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STAGING NOTES:

This project is an earth widening, new shoulder construction and overlay project. The intent is to have the grading done on one side of the roadway completed prior to starting the grading on the other. This will allow for continued access to the three properties to the north, west of the railroad crossing. Once grading is completed, the reclamation process can take place (expeditiously to minimize disruption) followed by the HMA paving of the overlay and shoulders.

Advanced signage is to meet DOT and MUTCD standards given construction ahead, reduced lane widths and road closures. If a detoured is needed. The designated as shown on the adjacent image should be signed per DOT and MUTCD standards.

Prior notice to the City is mandatory and shall be no less than 2 weeks. A meeting with residents and the City will be scheduled following the preconstruction meeting. This meeting will be attended by representatives of the Union Pacific Railroad. The Right of Entry agreement and all its requirements must be met prior to the start of construction.

Poweshiek County will be improving 16th/ Avenue east of the crossing and its letting is anticipated to be in the April Iowa DOT letting. Coordination will be required with this project as well and no additional compensation will be allowed for this coordination.

Extreme care and courtesy will be required on the adjacent properties, both north and south sides of the roadway. Filling is required on the existing Alliant Energy poles and this shall be done in a manner to cause no damage to the poles. Prior to this filling, contact Alliant Energy.

Any damage done outside the project limits shall be corrected to the area's prior condition or better and done so at the contractor's expense. Take note of the Parcel Accommodation notes on the H sheet for specific details.

Progress meetings may be required and coordination with the County's project may also require meetings.

DATE	REVISIONS

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APPROVED	G ROTH
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16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

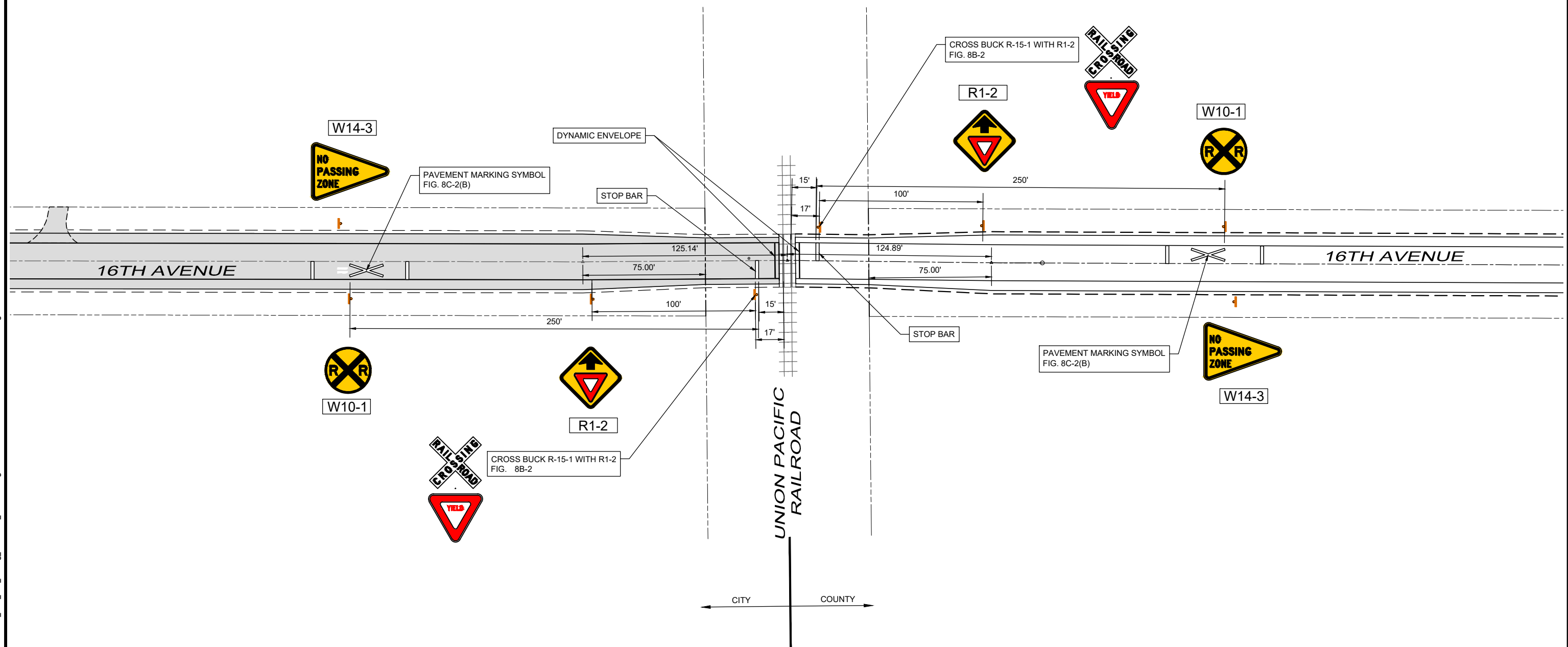
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TRAFFIC CONTROL AND STAGING

SHEET NO.
J.01
PROJECT 288191

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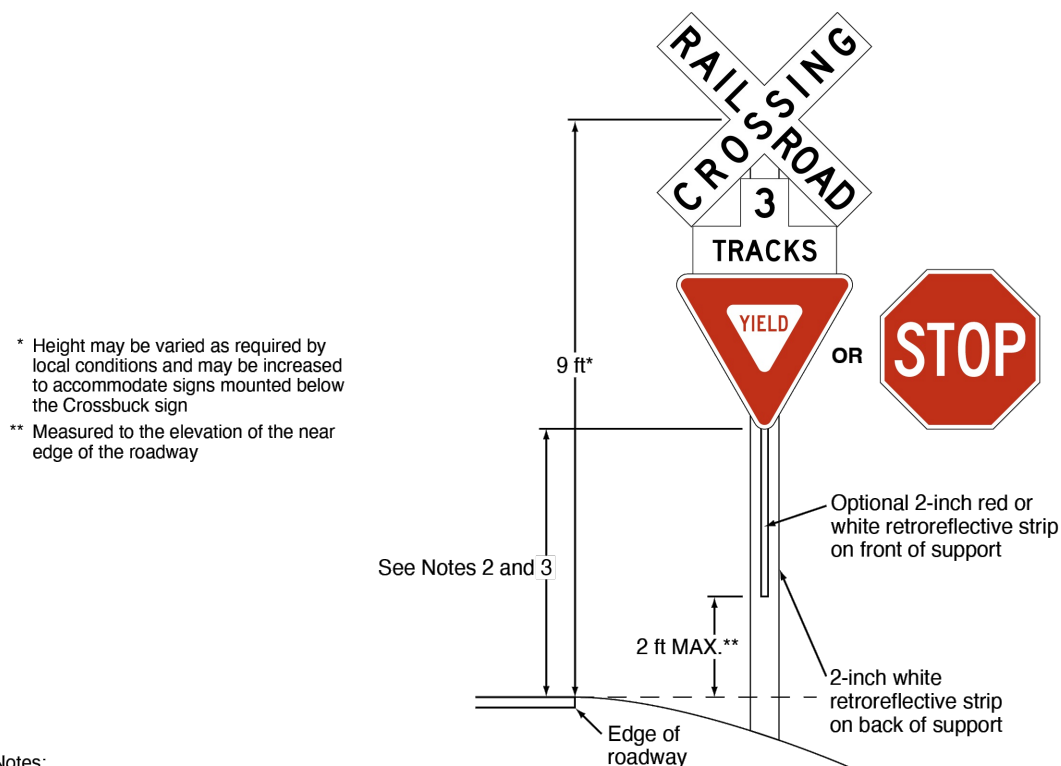
16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

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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



- 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.

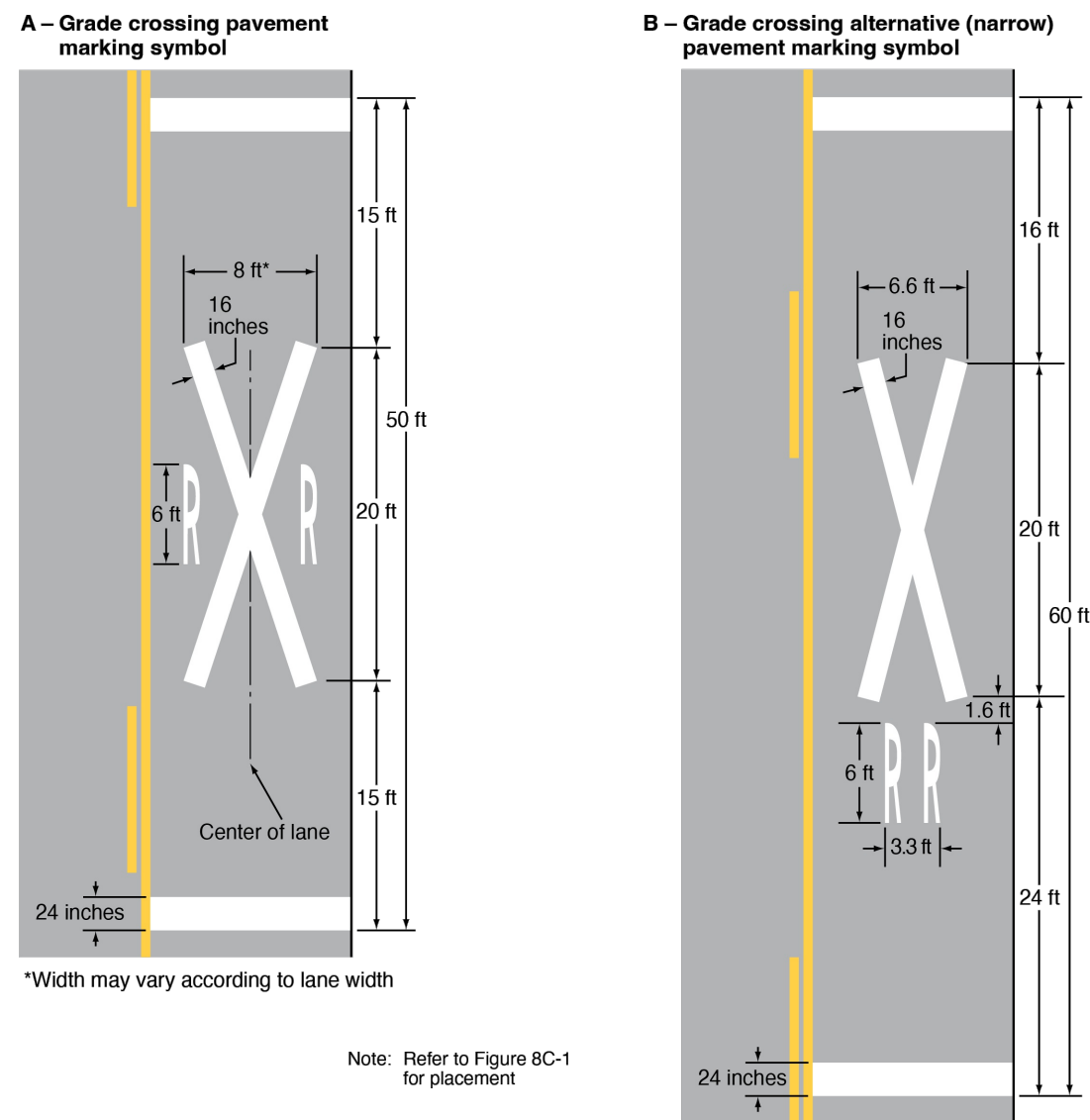
Option:

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



Note: Refer to Figure 8C-1 for placement

December 2023

Sect. 8C.03

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		APPROVED	G ROTH
		DATE	02-26-26
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16TH AVENUE HMA PAVING IMPROVEMENTS
CITY OF GRINNELL

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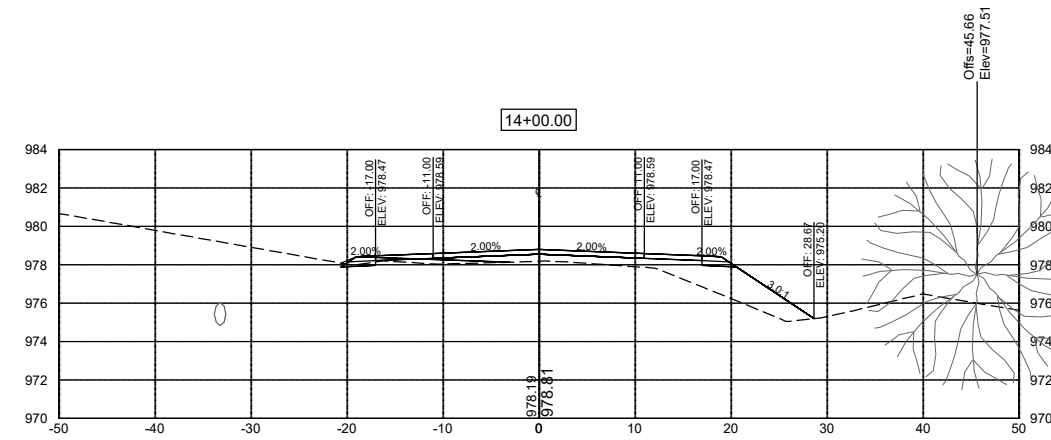
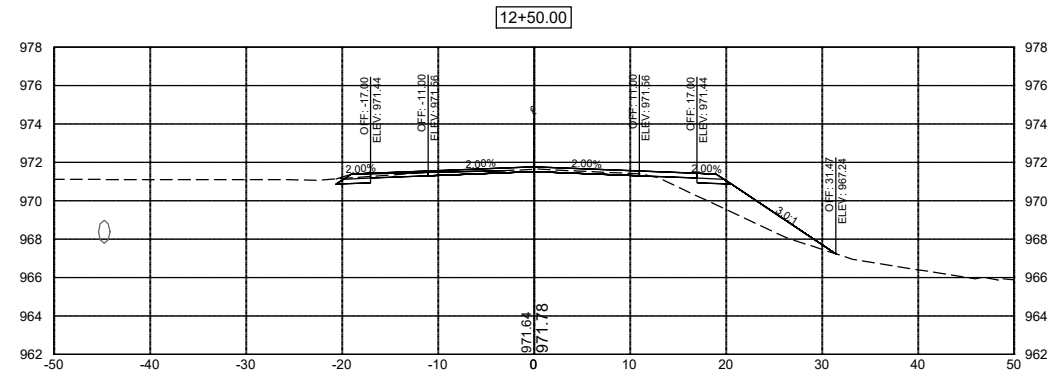
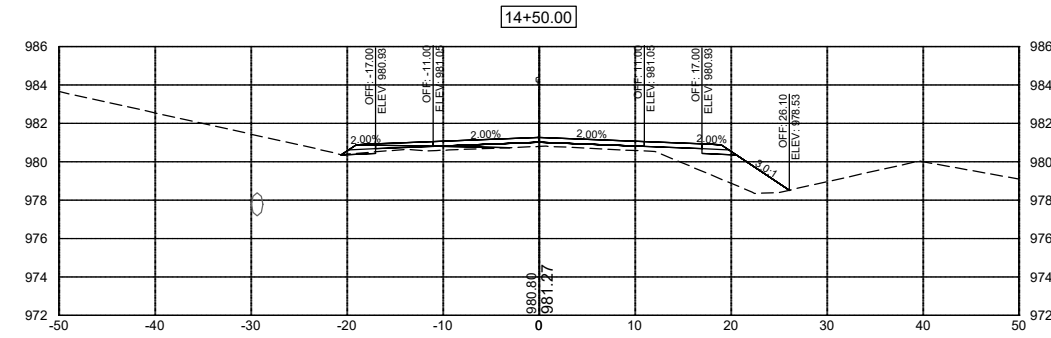
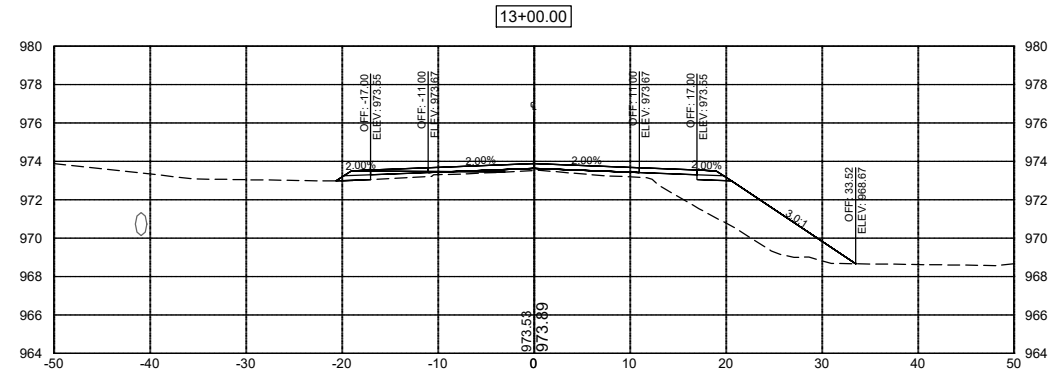
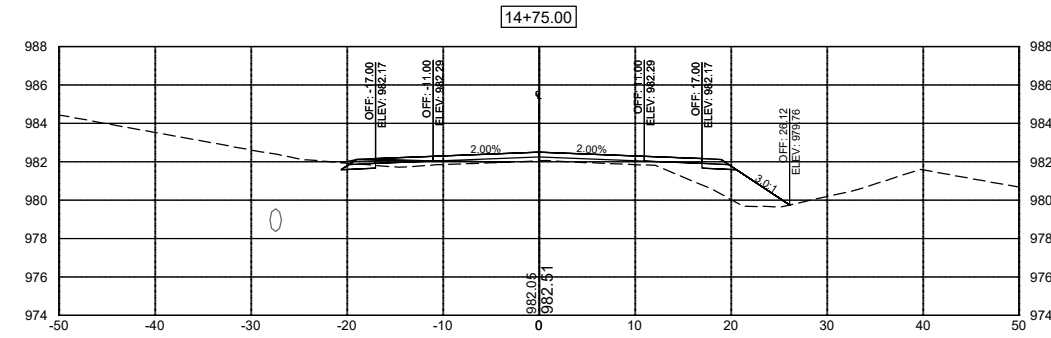
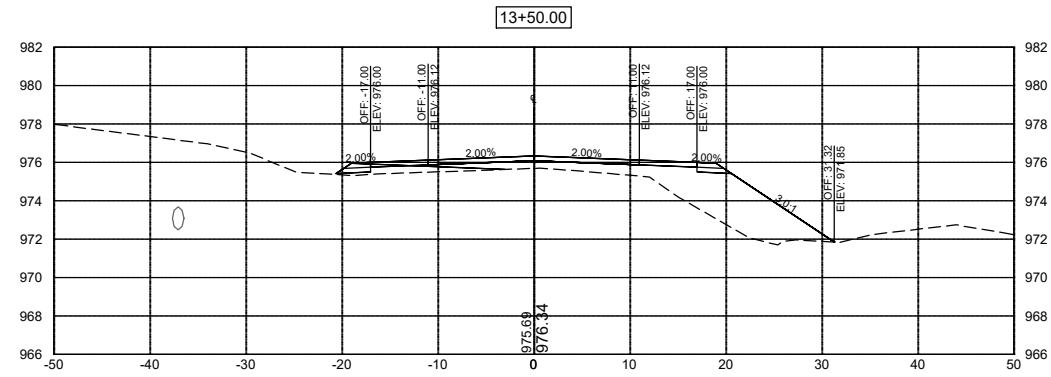
RAILROAD CROSSING DETAILS

SHEET NO.

U.2

PROJECT 288191

Page 15 of 146



DATE	REVISIONS	SCALE	AS NOTED
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		CHECKED	G ROTH
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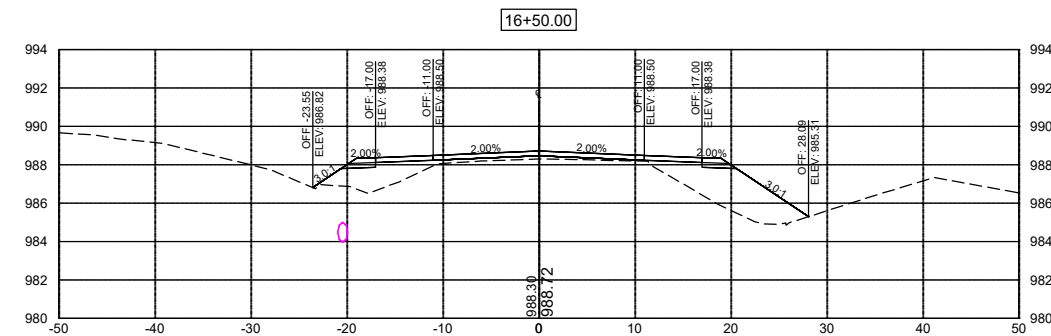
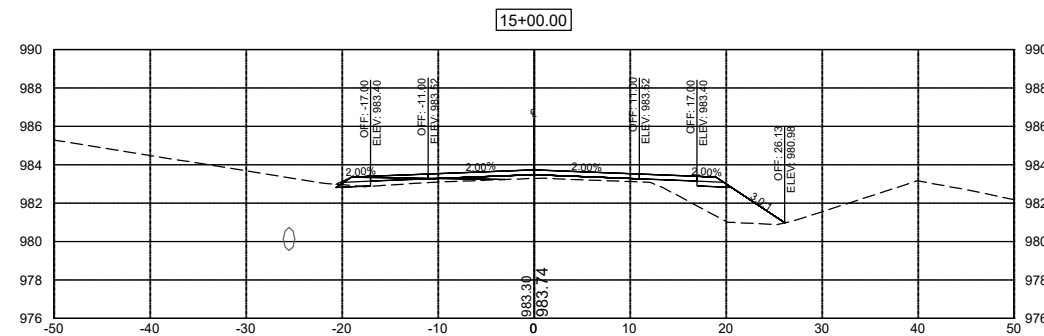
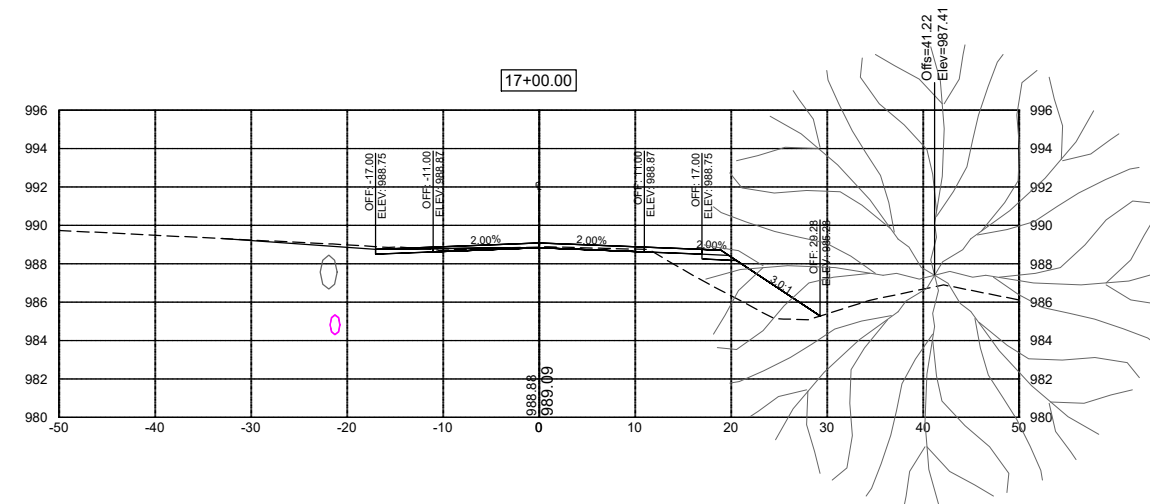
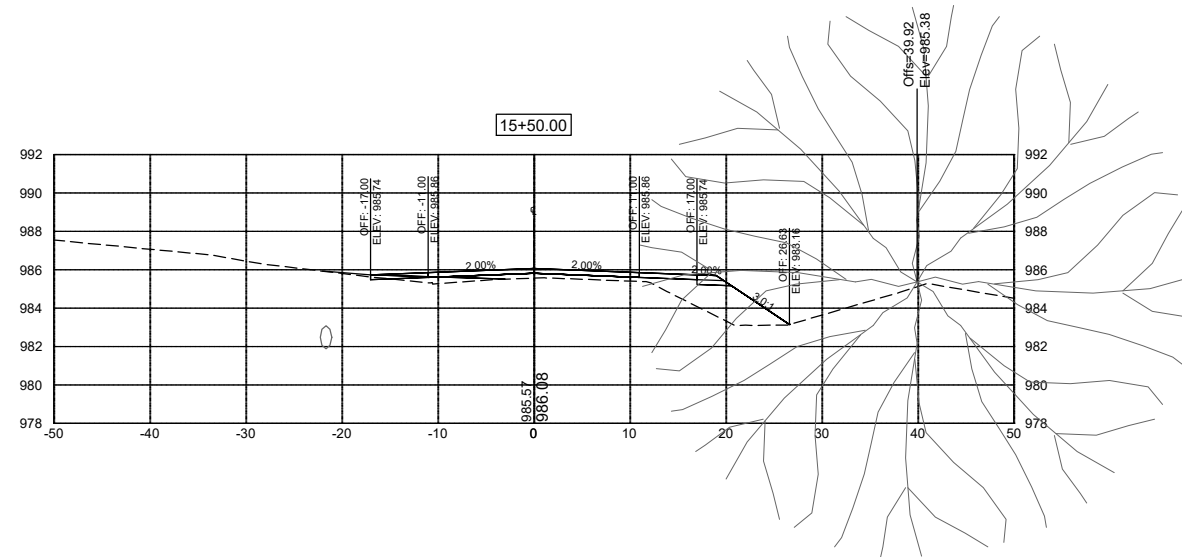
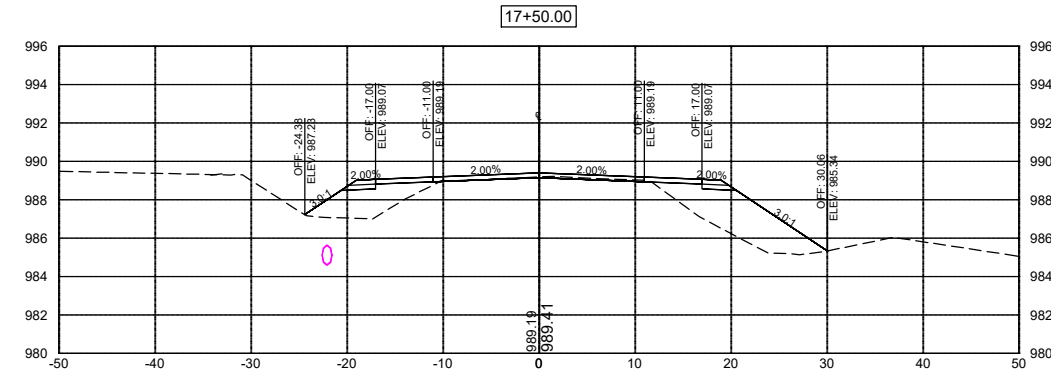
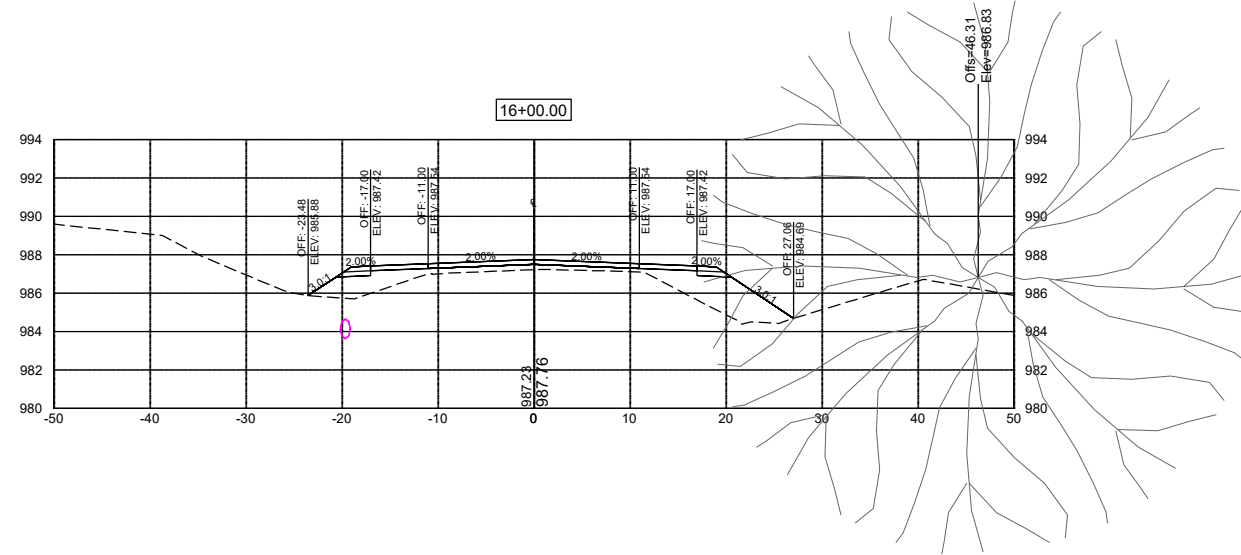
16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

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CROSS SECTIONS

SHEET NO.
W.1

PROJECT 288191
 Page 16 of 146



DATE	REVISIONS

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CHECKED	G ROTH
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DATE	02-26-26
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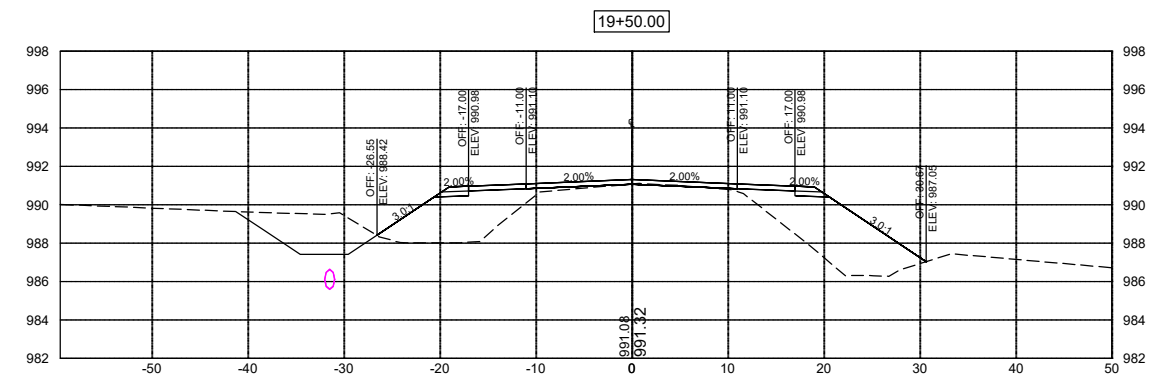
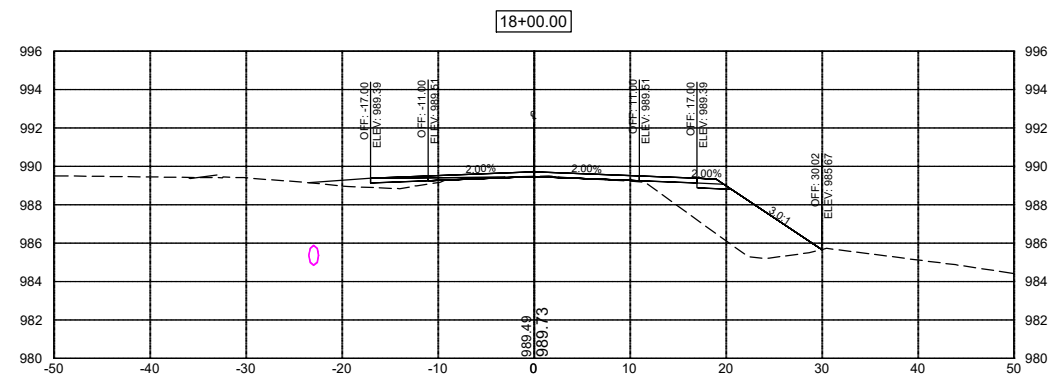
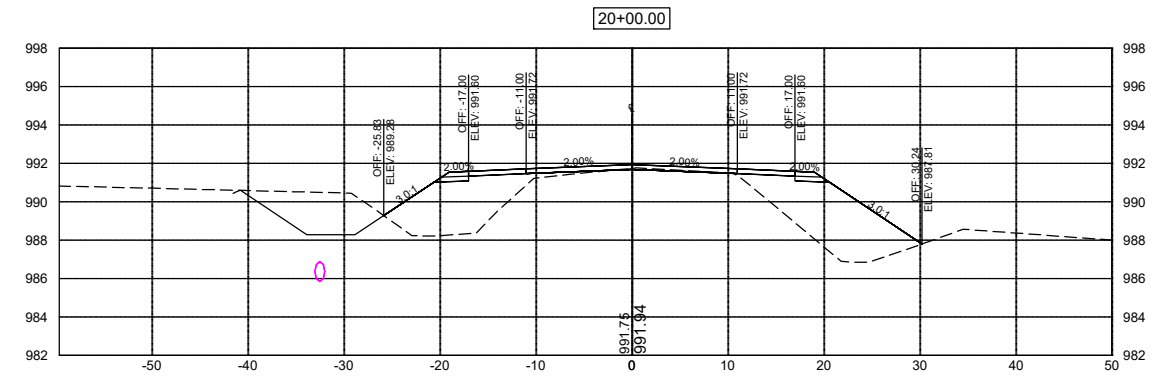
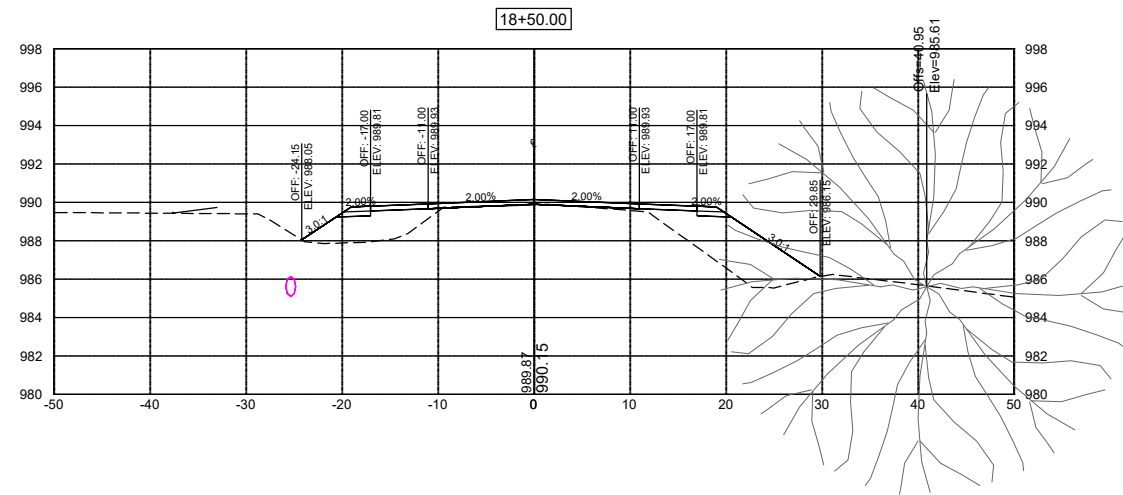
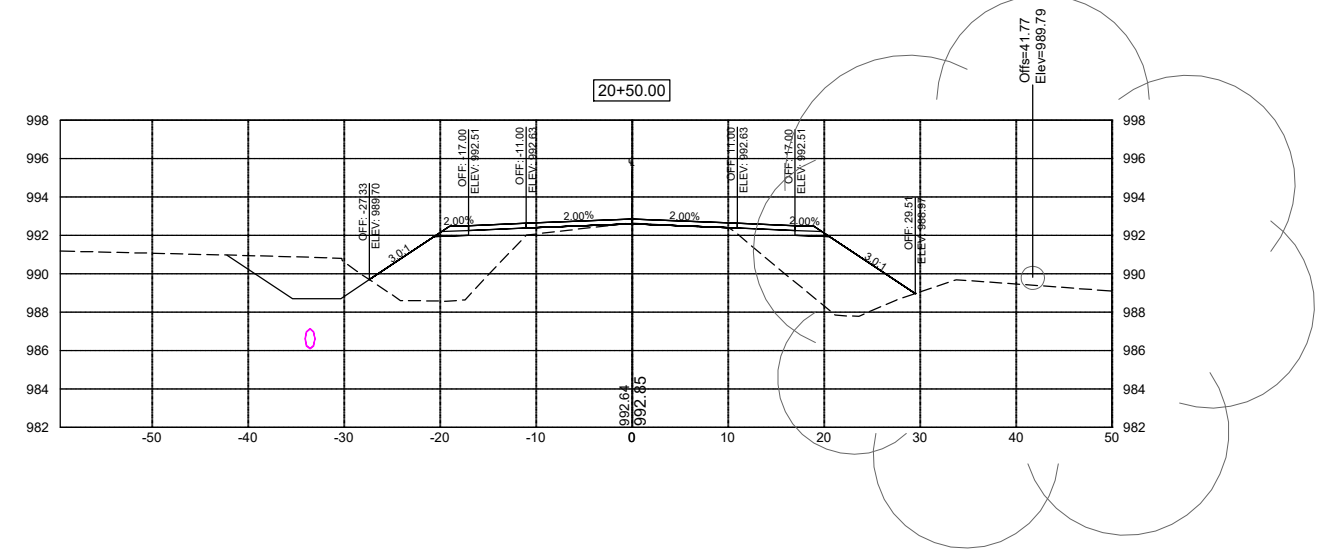
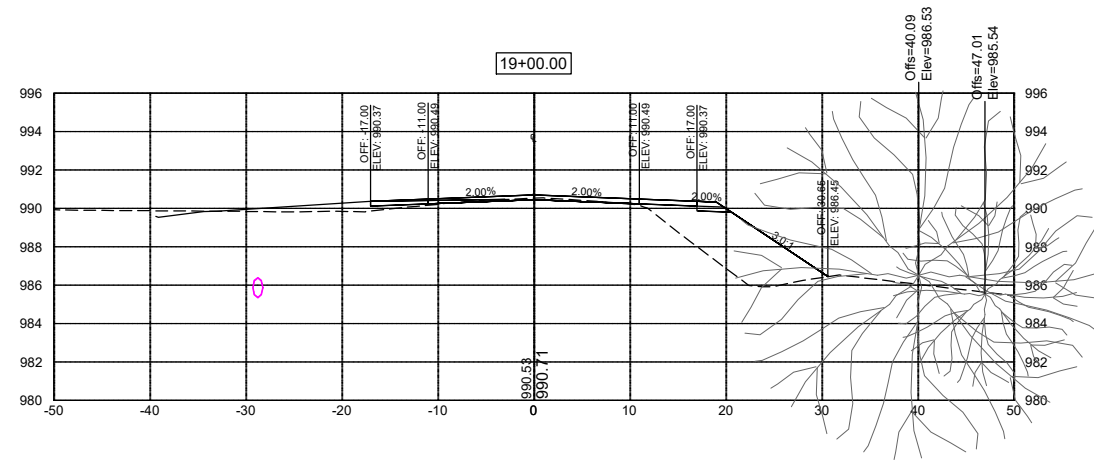


16TH AVENUE HMA PAVING IMPROVEMENTS
 CITY OF GRINNELL

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CROSS SECTIONS

SHEET NO.
W.2
PROJECT 288191



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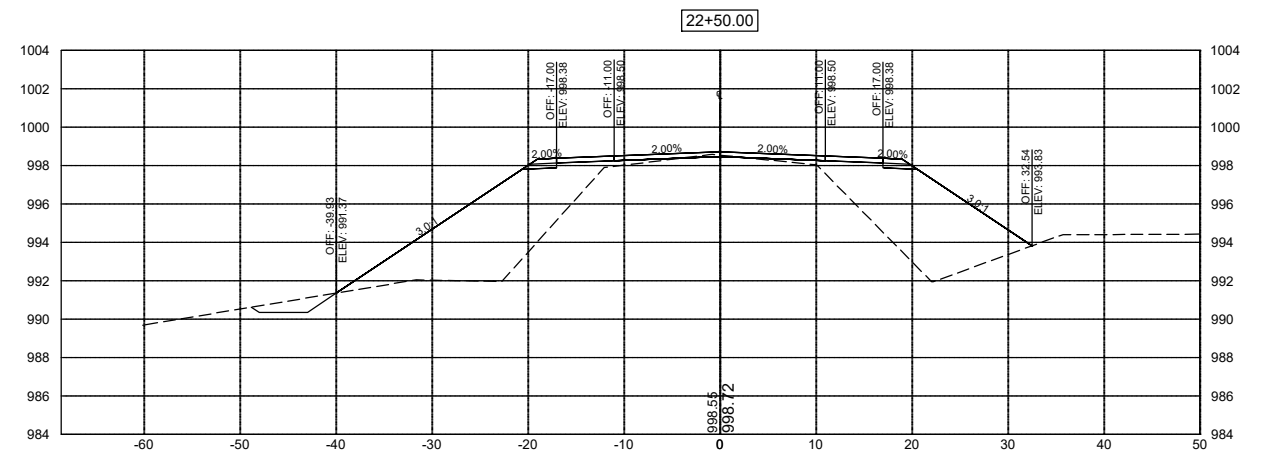
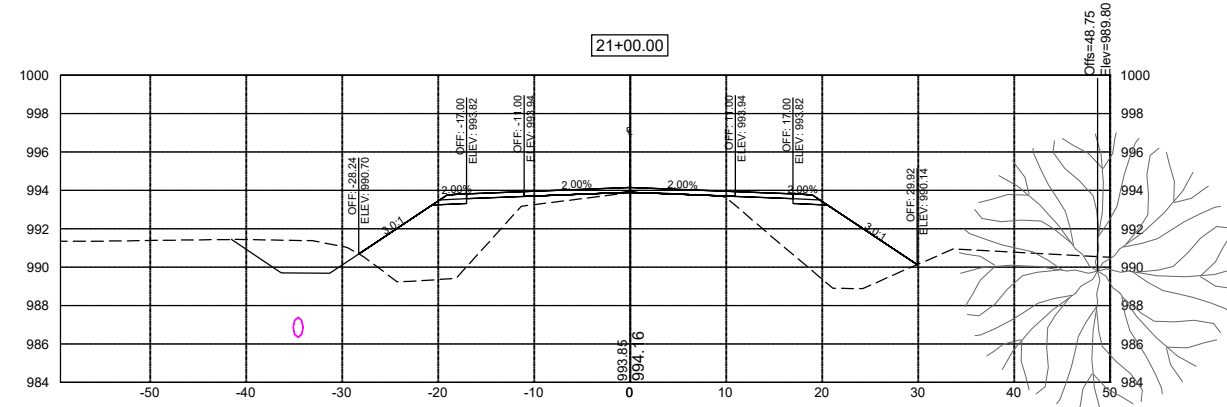
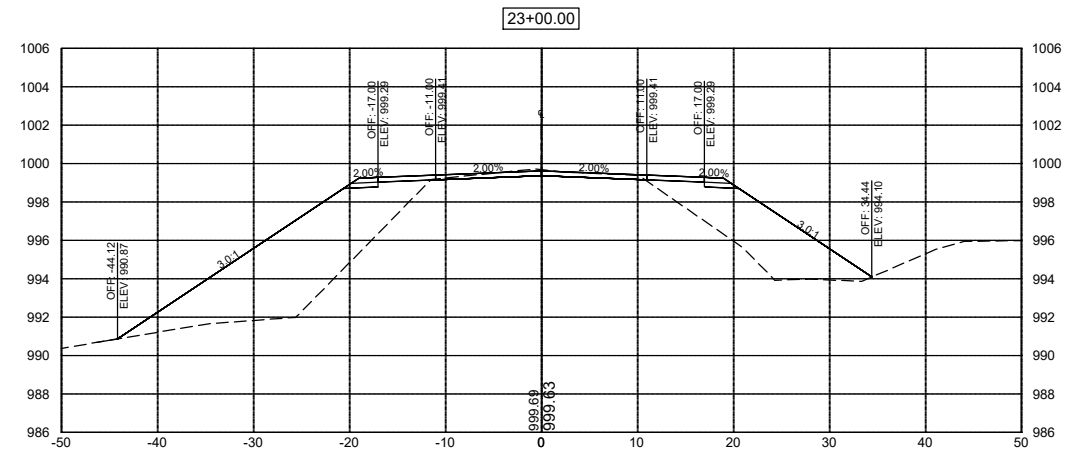
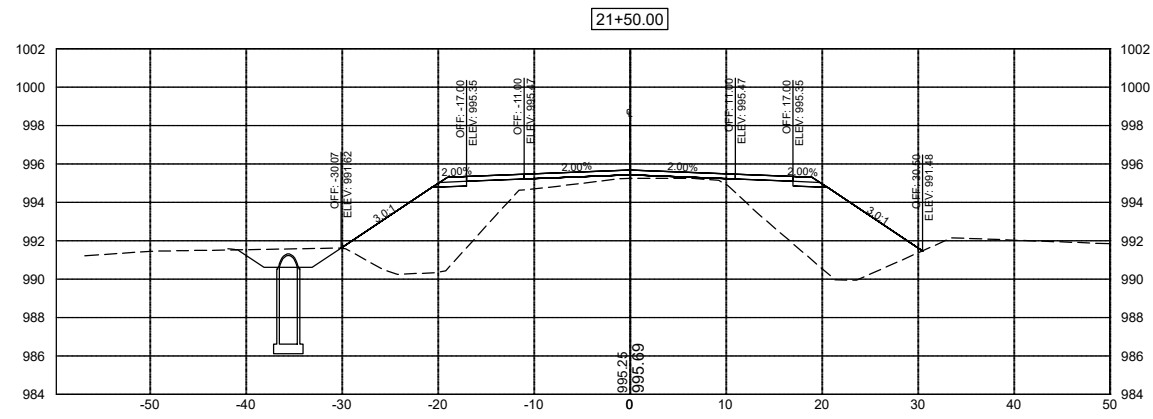
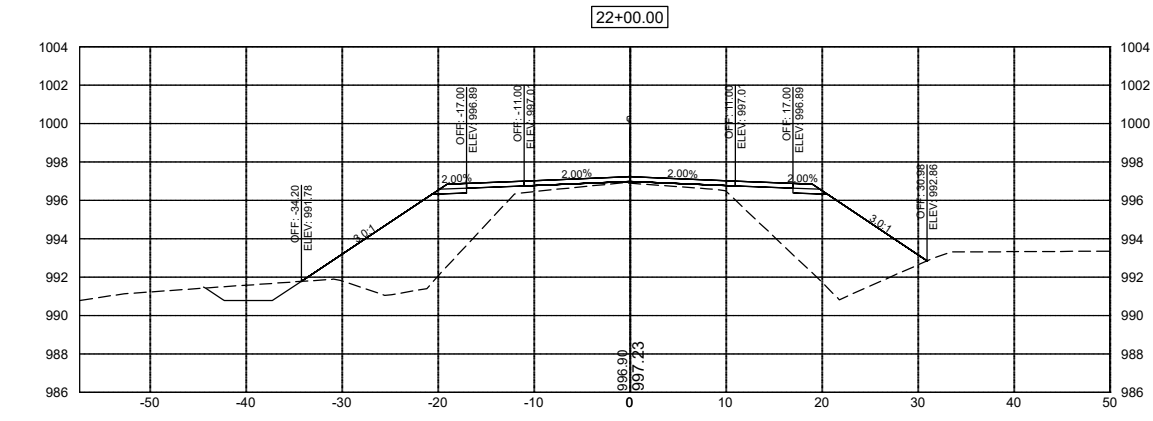


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PROJECT 288191



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16TH AVENUE HMA PAVING IMPROVEMENTS
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CROSS SECTIONS

SHEET NO.
W.4
PROJECT 288191

SPECIFICATIONS

FOR

16TH AVENUE HMA PAVING IMPROVEMENTS

CITY OF GRINNELL, IOWA

SUDAS Standard Specifications



SPECIFICATIONS
FOR
16TH AVENUE HMA PAVING IMPROVEMENTS
GRINNELL, IOWA

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



Signed:

Date:

Gregory J. Roth Feb. 26, 2026

Gregory J. Roth, P.E.

Iowa License No. 11456

My license renewal date is December 31, 2026

Detailed parts covered by this seal:

All

Prepared by
VEENSTRA & KIMM, INC.
West Des Moines, Iowa

INDEX

16TH AVENUE HMA PAVING IMPROVEMENTS
GRINNELL, IOWA

<u>TITLE</u>	<u>PAGE</u>
NOTICE OF PUBLIC HEARING	NPH-1
NOTICE TO BIDDERS	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL	P-1
BIDDER STATUS FORM	
BID BOND	BB-1
CONTRACT	C-1
BOND	B-1
GENERAL CONDITIONS	GC-1
SPECIAL CONDITIONS	SC-1
PLANS LIST	PL-1

SUDAS SPECIFICATIONS AND STANDARD DRAWINGS

SUDAS Specifications and Standard Drawings – Not bound within the Plans and Specifications; refer to Statewide Urban Design and Standards (SUDAS) 2026 Edition.

IDOT Standard Road Plans – Not bound within the Plans and Specifications; refer to 2023 Edition of the Iowa Department of Transportation’s (Iowa DOT) Standard Specifications for Highway and Bridge Construction with GS-15015 revisions.

APPENDIX A – CONTRACTOR’S RIGHT OF ENTRY AGREEMENT

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON THE PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED CONSTRUCTION COST FOR THE CONSTRUCTION OF 16th AVENUE HMA PAVING IMPROVEMENTS, FOR THE CITY OF GRINNELL, IOWA.

At 7:00 P.M. on the 2nd day of March 2026, the City Council of said City will, in said Council Chambers, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of the following improvements:

16th AVENUE HMA PAVING IMPROVEMENTS

16th Avenue HMA Paving Improvements – from the end of PCC pavement north of the Grinnell College golf course to the Union Pacific Railroad Crossing Project including all labor, materials and equipment necessary for saw-cutting, pavement reclamation and new HMA shoulder construction, drainage improvements, HMA overlay, storm sewer and intakes, fixture adjustments, driveway and sidewalk construction, restoration, and miscellaneous associated work, including cleanup.

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

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

CITY OF GRINNELL, IOWA

Sam Cox, Mayor

ATTEST:

Alyssa Devig, City Clerk

NPH-1

288191

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF THE 16th AVENUE HMA PAVING IMPROVEMENTS PROJECT FOR THE CITY OF GRINNELL, IOWA

Sealed proposals will be received by the City Clerk of the City of Grinnell, Iowa, in the Council Chambers, City Hall, 520 Fourth Avenue, Grinnell, Iowa 50112 until 2:00 P.M. on the 24th day of March 2026, for the construction of the 16th Avenue HMA Paving Improvements project, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time and date specified above. Plans and specifications for the project will be available on February 24, 2026, or shortly thereafter.

Also, at 7:00 P.M. on the 6th day of April 2026, the City Council of said City will, in said Council Chambers, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

16th AVENUE HMA PAVING IMPROVEMENTS

16th Avenue HMA Paving Improvements – from the end of PCC pavement north of the Grinnell College golf course to the Union Pacific Railroad Crossing Project including all labor, materials and equipment necessary for saw-cutting, pavement reclamation and new HMA shoulder construction, drainage improvements, HMA overlay, storm sewer and intakes, fixture adjustments, driveway and sidewalk construction, restoration, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Grinnell, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said letting. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

NB-1

288191

Notice to Bidders

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF GRINNELL, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes.

The City Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of letting.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work will commence within ten (10) days after date set forth in written Notice to Proceed and shall be completed no later than October 1, 2026.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per consecutive calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

NB-2

288191

Payment to the Contractor for said improvements will be made in cash derived from the proceeds of the issuance and sale of such bonds and/or from such cash funds of the City as may be legally used for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared approximately 10 days prior to the first Monday of the following month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment. The City reviews and approves estimates on the first Monday of the month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety-seven percent (97%) of the contract price of the contract. Final payment of the remaining three percent (3%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The City will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications will be on file in the office of the City Clerk, for examination by bidders on or about February 24, 2026. Copies may be obtained from VEENSTRA & KIMM, INC., 6775 Vista Drive, West Des Moines, Iowa 50266 at no charge.

Notice to Bidders

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

CITY OF GRINNELL, IOWA

Sam Cox, Mayor

ATTEST:

Alyssa Devig, City Clerk

NB-4

288191

INSTRUCTIONS TO BIDDERS

16TH AVENUE HMA PAVING IMPROVEMENTS
GRINNELL, IOWA

INDEX

- | | |
|------------------------------|--|
| 1. DEFINITION OF TERMS | 10. EXECUTION OF CONTRACT |
| 2. CONTRACT DOCUMENTS | 11. CONTRACT TERMINATION |
| 3. METHOD OF BIDDING | 12. TAXES |
| 4. QUALIFICATIONS OF BIDDERS | 13. PREFERENCE FOR LABOR AND MATERIALS |
| 5. SUBMISSION OF BIDS | 14. PAYMENT |
| 6. EVALUATION OF BIDS | 15. APPROVAL OF MATERIALS |
| 7. WITHDRAWAL OF BIDS | 16. SOIL BORINGS |
| 8. BID SECURITY | 17. PERIOD OF GUARANTEE AND BOND |
| 9. EXAMINATION OF WORK | 18. IOWA RECIPROCAL PREFERENCE |

1. DEFINITION OF TERMS

- 1.1 "Owner", and "City" shall mean the City of Grinnell, Iowa, acting through the City Council or an authorized representative of the City Council.
- 1.2 "Person" shall mean any individual partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.3 "Bidder" shall mean any person who submits a proposal to furnish the work described in the Contract Documents.
- 1.4 "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- 1.5 "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- 1.6 "Engineer" shall mean VEENSTRA & KIMM, INC., West Des Moines, Iowa.

- 1.7 "Standard Drawings" shall mean construction detail drawings bound with these specifications.
- 1.8 "Work" shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.
- 1.9 "Station", "Sta." shall mean one hundred (100) linear feet measure.
- 1.10 "Or Equal" shall follow manufacturers' names used to establish standards.

2. CONTRACT DOCUMENTS

- 2.1 Contract Documents, sometimes referred to as the "plans and specifications", shall mean and include the following parts as used herein:
 - 2.1.1 Notice to Bidders
 - 2.1.2 Instructions to Bidders
 - 2.1.3 Proposal
 - 2.1.4 Contract
 - 2.1.5 Bond
 - 2.1.6 General Conditions
 - 2.1.7 Special Conditions
 - 2.1.8 Plans List
 - 2.1.9 Detailed Specifications
 - 2.1.10 Plans listed in the specifications
 - 2.1.11 Contractor's Right of Entry Agreement
 - 2.1.12 Numbered addenda issued to the foregoing.

3. METHOD OF BIDDING

- 3.1 Bidders shall submit unit and lump sum prices for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 3.2 Bids will be computed using quantities shown in proposal. Unit price quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

- 3.2.1 In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.
- 3.2.2 In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.
- 3.3 Unit prices for payment items included in the specifications, but not listed in the PROPOSAL, will be negotiated, if needed.
- 3.4 Owner reserves the right to reject any or all bids.

4. QUALIFICATIONS OF BIDDERS

- 4.1 Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.
- 4.2 If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

5. SUBMISSION OF BIDS

- 5.1 Bidders shall submit the Proposal stamped "Official Bid". The Proposal stamped "Official Bid" is considered the original Proposal and shall be used for bidding. Submit in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:	Proposal for:
City Clerk	16 th Avenue HMA Paving Improvements
City of Grinnell	
520 Fourth Avenue	
Grinnell, Iowa 50112	

- 5.2 Bids shall be signed by a legally authorized representative of the bidder.

IB-3

288191

6. EVALUATION OF BIDS

6.1 Award of contract will be made on the lowest responsive, responsible bidder that is in the best interest of the City. The City Council reserves the right to reject any and all bids and to waive informalities or technicalities and to enter into such contract as it shall deem for the best interest of the City.

7. WITHDRAWAL OF BIDS

7.1 A bidder may withdraw his bid at any time prior to scheduled closing time for a receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days thereafter.

8. BID SECURITY

8.1 Each bid shall be accompanied by bid security in the form and amount as set out in the Notice to Bidders.

8.2 Bid security shall be enclosed in the sealed envelope with the bid, or in a separate sealed envelope.

8.3 The bid security shall be forfeited and become the property of the Owner in case the bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.

8.4 Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined and has entered into a contract; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.

8.5 Bidders shall use bid bond form included with specifications.

9. EXAMINATION OF WORK

9.1 Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

10. EXECUTION OF CONTRACT

- 10.1 The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.
- 10.2 The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

11. CONTRACT TERMINATION

- 11.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa, as amended, shall apply to and be a part of this contract. Chapter 573A, as amended, provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A, as amended, shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

12. TAXES

- 12.1 The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 12.2 Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.
- 12.3 Income tax:
 - 12.3.1 Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.

- 12.3.2 If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

13. PREFERENCE FOR LABOR AND MATERIALS

- 13.1 By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid.

14. PAYMENT

- 14.1 Payment will be made in accordance with the payment provisions set out in Notice to Bidders.
- 14.2 Payment will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or materials.

15. APPROVAL OF MATERIALS

- 15.1 Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

16. SOIL BORINGS

- 16.1 Soil borings have not been made along the route of the proposed work.
- 16.2 Obtain permission of Owner to make soil borings along route of proposed work.
- 16.3 Bidders responsible for obtaining utility locations for any borings and for all utilities damaged by the boring activities.

17. PERIOD OF GUARANTEE AND BOND

- 17.1 Contractor shall guarantee work for a period of four (4) years from date of final acceptance. Surety bond furnished by Contractor shall run for a like period.

18. IOWA RECIPROCAL PREFERENCE

- 18.1 In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

PROPOSAL

16TH AVENUE HMA PAVING IMPROVEMENTS
GRINNELL, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Grinnell
520 Fourth Avenue
Grinnell, Iowa 50112

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Grinnell should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda __, __, __, and ____, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

P-1

288191

PROPOSAL SCHEDULE

16TH AVENUE HMA PAVING IMPROVEMENTS

1. Construct 16th Avenue HMA Paving Improvements project for the following unit and lump sum prices.

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Extended Price</u>
1.	Demolition Work, Concrete Rubble Removal	LS	1	\$		\$	
2.	Construction Survey	LS	1	\$		\$	
3.	Mobilization	LS	1	\$		\$	
4.	Storm Sewer, Trenched, PVC 12"	LF	570	\$		\$	
5.	Fire Hydrant Adjustment	EA	1	\$		\$	
6.	Intake, SW-512, 24"	EA	5	\$		\$	
7.	Intake Adjustment, Minor	EA	1	\$		\$	
8.	HMA Overlay, 3", 1/2" mix, PG 58-28H	SY	2,675	\$		\$	
9.	HMA Shoulders, 6", 3/4" mix, PG 58-28H	SY	1,450	\$		\$	
10.	Removal of Driveway	SY	85	\$		\$	
11.	Sidewalk, PCC, 6" (Thickness)	SY	28	\$		\$	
12.	Detectable Warning	SF	24	\$		\$	

Proposal

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Extended Price</u>
13.	Driveway, Paved, HMA 8"	SY	55	\$		\$	
14.	Full Depth Reclamation	SY	2,800	\$		\$	
15.	Painted Pavement Markings, Solvent/Waterborne	LS	1	\$		\$	
16.	Temporary Traffic Control	LS	1	\$		\$	
17.	Traffic Signs	LS	1	\$		\$	
18.	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	2	\$		\$	
19.	SWPPP Preparation	LS	1	\$		\$	
20.	SWPPP Management	LS	1	\$		\$	
21.	Inlet Protection Device	EA	1	\$		\$	
22.	Filter Sock, 8"	LF	1,800	\$		\$	
23.	Filter Socks, Removal	LF	1,800	\$		\$	
24.	Turf Reinforcement Mats, Type 2	SQ	250	\$		\$	
25.	Earth Shoulders	STA	22	\$		\$	
26.	Embankment in Place	CY	3,000	\$		\$	
27.	Temporary Surfacing	TN	50	\$		\$	

Proposal

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Extended Price</u>
28.	Parcel Accommodation #1	LS	1	\$		\$	
29.	Parcel Accommodation #2	EA	1	\$		\$	
30.	Parcel Accommodation #2	EA	1	\$		\$	
31.	UPRR Contractor's Right of Entry Agreement	LS	1	\$		\$	
	TOTAL BID (Items 1-31)			\$			

2. The work will commence within ten (10) days after date set forth in written Notice to Proceed and be completed no later than October 1, 2026.

3. Liquidated damages in the amount of Three Hundred Dollars (\$300.00) per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

4. Due allowances for extensions of the contract period due to conditions beyond the control of the Contractor shall be considered by the Owner. Inclement weather shall not be considered as a cause for extensions of the contract period for average or below average precipitation totals during the contract period.

5. Required Attachment:
 - Bidder Status Form
 - Bid Bond

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, Zip: _____

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

City, State, Zip: _____

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

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

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

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?

Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Signed Name: _____ Signature: _____

Firm Name: _____ Date: _____

Email Address: _____ Phone Number: _____

This form has been approved by the Department of Administrative Services Director.

309-6001 (10-24)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

Yes No

My business is currently registered as a contractor with the Iowa Division of Labor.

Yes No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Yes No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

Yes No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

Yes No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

Yes No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Yes No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

Yes No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

Yes No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

Yes No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Yes No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

_____ of _____ as Principal and _____

_____ of _____ as Surety, are held and firmly bound unto the City of Grinnell, Iowa, hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$ _____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Grinnell, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: 16th Avenue HMA Paving Improvements project.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2026.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

BB-1

288191

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Grinnell, Iowa, party of the first part, hereinafter referred to as the "Owner", and

_____,
party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 26th day of February, 2026, for 16th Avenue HMA Paving Improvements project, under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

16th AVENUE HMA PAVING IMPROVEMENTS

16th Avenue HMA Paving Improvements – from the end of PCC pavement north of the Grinnell College golf course to the Union Pacific Railroad Crossing Project including all labor, materials and equipment necessary for saw-cutting, pavement reclamation and new HMA shoulder construction, drainage improvements, HMA overlay, storm sewer and intakes, fixture adjustments, driveway and sidewalk construction, restoration, and miscellaneous associated work, including cleanup for the sum of:

_____ and __/100 Dollars
(\$ _____) based on the unit and lump sum prices as shown on the Proposal.

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

2.1 Contract Documents, including:

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

2.2 This Instrument.

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

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

4. That this contract is executed in triplicate.

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

CONTRACTOR

CITY OF GRINNELL, IOWA

By _____

Mayor

Title _____

ATTEST:

ATTEST:

Title _____

City Clerk

BOND

KNOW ALL MEN: That we, _____
of _____, hereinafter called the Principal, and

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

Dollars (\$ _____), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____,
2026, entered into a Contract with the Owner for 16th Avenue HMA Paving Improvements
project, which Agreement includes a guarantee of all work against defective workmanship and
materials for a period of four (4) years from the date of final acceptance of the work by the
Owner, a copy of which Agreement is by reference made a part hereof;

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

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

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

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

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

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

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

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 2026.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

GENERAL CONDITIONS

INDEX

- | | |
|---|---|
| 1. CONTRACT DOCUMENTS | 18. TESTS |
| 2. SURETY BOND | 19. TIME |
| 3. CONTRACTOR'S RESPONSIBILITY | 20. DELAYS |
| 4. SUBCONTRACTS | 21. CHANGES |
| 5. CONTRACTOR'S EMPLOYEES | 22. EXTRA WORK |
| 6. PERMITS AND REGULATIONS | 23. OWNERSHIP OF MATERIALS |
| 7. PATENTS | 24. OTHER CONTRACTS |
| 8. GUARANTEE | 25. OWNER'S RIGHT TO DO WORK |
| 9. SHOP DRAWINGS | 26. OWNER'S RIGHT TO TERMINATE CONTRACT |
| 10. THE ENGINEER | 27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT |
| 11. PLANS AND SPECIFICATIONS | 28. PAYMENTS WITHHELD |
| 12. INTERPRETATION OF PLANS AND SPECIFICATIONS | 29. ACCEPTANCE AND FINAL PAYMENT |
| 13. LINE AND GRADE | 30. SUSPENSION OF WORK |
| 14. DECISIONS BY ENGINEER | 31. CLEANING UP |
| 15. WORKMANSHIP AND MATERIALS | 32. HAZARDOUS MATERIALS |
| 16. ON-SITE REVIEW OR OBSERVATION | 33. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW |
| 17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS | |

1. CONTRACT DOCUMENTS

- 1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- 1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.
- 1.3 Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

GC-1

288191

2. SURETY BOND

2.1 Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.

3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

4.1 Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.

4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- 5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- 5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- 5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- 6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- 7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

- 8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

- 8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

- 9.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.

9.1.1 Submit electronic copies of all shop drawing submittals.

- 9.2 Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

- 10.1 Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

- 11.1 Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.

11.3 Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

- 12.1 Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.

12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. LINE AND GRADE

13.1 Engineer shall provide control points from benchmarks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

13.2 Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

14. DECISIONS BY ENGINEER

14.1 Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

15. WORKMANSHIP AND MATERIALS

15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.

15.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

15.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.

- 15.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 15.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- 15.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 15.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- 15.8 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- 15.9 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.
16. ON-SITE REVIEW OR OBSERVATION
- 16.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- 16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.

- 16.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- 16.4 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- 17.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- 17.2 Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- 17.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. TESTS

- 18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- 18.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- 18.3 Tests shall be made in accordance with standards of the American National Standards Institute (ANSI), American Society for Testing Materials (ASTM), and other recognized standards.

19. TIME

- 19.1 Contractor shall commence work within time specified and shall complete work within time specified in contract.

20. DELAYS

- 20.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- 20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- 20.3 No extension of time shall be valid unless made in writing by Owner.
- 20.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

21. CHANGES

- 21.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- 21.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- 21.3 Amount due Contractor shall be adjusted for changes in following manner:
 - 21.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 21.3.2 Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.1 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 21.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

21.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

22. EXTRA WORK

- 22.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.
- 22.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".
- 22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- 22.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

23. OWNERSHIP OF MATERIALS

- 23.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

24. OTHER CONTRACTS

- 24.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.

- 24.2 When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- 24.3 To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

25. OWNER'S RIGHT TO DO WORK

- 25.1 If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

26. OWNER'S RIGHT TO TERMINATE CONTRACT

- 26.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
- 26.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 - 26.1.2 Receiver is appointed on account of Contractor's insolvency.
 - 26.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workers or proper materials.
 - 26.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.
 - 26.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.
 - 26.1.6 Contractor violates a provision of contract.

GC-10

288191

- 26.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- 26.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 27.1 If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

28. PAYMENTS WITHHELD

- 28.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
- 28.1.1 Defective work not remedied.
 - 28.1.2 Claims filed or reasonable evidence indicating probable filing of claims.
 - 28.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 - 28.1.4 A reasonable doubt that contract can be completed for balance then unpaid.
 - 28.1.5 Damage to another contractor.

GC-11

288191

28.1.6 Claims of Owner for liquidated damages.

28.2 Payments shall be made for amounts withheld when above grounds are removed.

29. ACCEPTANCE AND FINAL PAYMENT

29.1 When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above.

29.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

30. SUSPENSION OF WORK

30.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

30.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

31. CLEANING UP

31.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

32. HAZARDOUS MATERIALS

32.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.

32.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

33. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

33.1 Owner's responsibility:

33.1.1 Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

33.2 Contractor's responsibility:

33.2.1 Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.

33.2.2 Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

16TH AVENUE HMA PAVING IMPROVEMENTS PROJECT GRINNELL, IOWA

INDEX

- | | |
|---------------------------------------|--|
| 1. INTENT | 8. CONSTRUCTION FACILITIES BY CONTRACTOR |
| 2. LOCATION | 9. INSURANCE BY CONTRACTOR |
| 3. RIGHT-OF-WAY | 10. CONTRACTOR'S RESPONSIBILITY |
| 4. ORDER OF CONSTRUCTION | 11. POSITION, LINE AND GRADE |
| 5. INTERRUPTIONS TO SERVICE | 12. EMPLOYMENT PRACTICES |
| 6. SERVICE FACILITIES | 13. HISTORICAL/ ARCHAEOLOGICAL FINDS |
| 7. STORAGE OF MATERIALS AND EQUIPMENT | |

1. INTENT

- 1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- 2.1 Work is located in public right-of-way in the City of Grinnell, Iowa.
- 2.2 Transportation facilities:
- 2.2.1 Interstate 80 and Iowa Highways 6 and 146.

3. RIGHT-OF-WAY

- 3.1 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the right-of-way.
- 3.2 Contractor will be held liable by City and adjacent property owners for damages outside rights-of-way; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

SC-1

288191

4. ORDER OF CONSTRUCTION

- 4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- 4.4 Schedule construction to minimize interruptions to businesses and private properties, and to minimize use of street barricades and detours; clean up each portion of work as it is completed.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during construction.
- 5.2 Do work which will interrupt utility services only at times approved by Engineer; hold interruptions of service to a minimum.
- 5.3 Notify property owners or tenants 48 hours in advance of disruption of utility services or property access.
- 5.4 Public notification: The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be 8 hours. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business affected by the service interruption and informing them of the work to be conducted, and when the service will be off-line. The Contractor shall also provide the following:
 - 5.4.1 Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.

- 5.4.2 Personal contact and attempted written notice 48 hours prior to the beginning of work being conducted on the section relative to the residents affected.
 - 5.4.3 Personal contact with any home or business which cannot be reconnected within the time stated in the written notice.
6. SERVICE FACILITIES
- 6.1 Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.
7. STORAGE OF MATERIALS AND EQUIPMENT
- 7.1 Storage areas shall be subject to approval of Engineer.
 - 7.2 Store materials and equipment in manner which will preserve their quality and fitness.
8. CONSTRUCTION FACILITIES BY CONTRACTOR
- 8.1 Provide suitable protection necessary for proper storage of materials and equipment.
 - 8.2 Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
 - 8.2.1 Provide Owner and Engineer with at least two telephone numbers where Contractor's representative can be reached evenings, weekends and holidays in event of emergency.
 - 8.3 Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
 - 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
 - 8.5 Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

SC-3

288191

9. INSURANCE BY CONTRACTOR

- 9.1 Contractor shall procure and maintain during the construction period Workers' Compensation and Employers' Liability Insurance as required by applicable state or territorial law for all of its employees engaged in work at the site of the project under this contract.
- 9.2 Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 9.2.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 9.2.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 - 9.2.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
 - 9.2.4 Umbrella liability (applying directly excess above liability coverages); \$1,000,000 combined single limit; \$1,000,000 aggregate.
- 9.3 Owner reserves right to approve insurance company.
- 9.4 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.5 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.

- 9.6 In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation statute, Contractor shall provide and shall cause each subcontractor to provide, adequate Employers' Liability Insurance for protection of its employees as are not otherwise protected.
- 9.7 Contractor shall maintain, and in case any such work is sublet, Contractor shall require subcontractor to maintain insurance equal to that required for Contractor during life of the contract, unless the subcontractors employees engaged in work are covered by protection afforded by Contractor's insurance policies.
- 9.8 The "XCU" exclusions shall be removed so that Explosion, Collapse and Underground Property Damage are included in the coverage.
- 9.9 Name the City of Grinnell, Iowa as Owner, as an additional insured on all policies.
- 9.10 Notification in event of liability or damage: upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.
10. CONTRACTOR'S RESPONSIBILITY
- 10.1 There shall be no liability upon public officials, Engineer or his authorized assistants, either personally or as an official of the Owner, it being understood that in such matters he acts as an agent and representative of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.
- 10.2 Contractor agrees to hold harmless and indemnify the Owner and Engineer and their employees or agents against any liability sustained by reason of the work or the handling or storing of materials therefor when such liability arises out of negligent acts, errors or omissions of the Contractor, its employees or agents; failing to do so, any judgment against or settlements resulting therefrom shall become a lien against any funds due Contractor.

10.3 In the event any provisions in the contract are violated by the Contractor or any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.

10.3.1 In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and Contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expenses of the Contractor and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; in such event, the Owner may take possession of and utilize such materials, appliances and plant as may be on the site of the project and necessary in completing the work.

10.4 If suit is brought by the Owner for the breach of any provisions of this contract, the Contractor agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.

11. POSITION, LINE AND GRADE

11.1 Construct to lines and grades shown on plans or as specified hereinafter.

11.2 Contractor shall provide detailed survey and staking for location, elevation and grade of construction.

11.3 Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.

11.4 Contractor shall preserve all monuments, reference points, stakes and benchmarks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

11.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.

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12. EMPLOYMENT PRACTICES

- 12.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

13. HISTORICAL/ARCHAEOLOGICAL FINDS

- 13.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

PLANS LIST

16TH AVENUE HMA PAVING IMPROVEMENTS PROJECT
GRINNELL, IOWA

1. PLANS

- 1.1 The work shall conform to the following drawings (included herewith) and Standard Drawings which constitute the "plans" and are an integral part of the Contract Documents.

<u>Drawing Index</u>	<u>Drawing Number</u>	<u>Revision Number</u>
Index and Title Sheet	A.1	
Reference Notes and Legend	A.2	
Typical Sections	B.1	
Cemetery Site Plan	D.1	

IDOT Standard Road Plans

IDOT Standard Road Plans – Not bound within the Plans and Specifications; refer to 2023 edition of the Iowa Department of Transportation’s (Iowa DOT) Standard Specifications for Highway and Bridge Construction with GS-15015 revisions.

APPENDIX A
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Contractor's Right of Entry Public
Projects Form Approved 02/09/2022

**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: _____

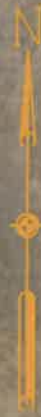
Title: _____

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.

68'

28'


OSKALOOSA SUB


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_nativedocs/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 \$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.

Official Bid

PROPOSAL

16TH AVENUE HMA PAVING IMPROVEMENTS
GRINNELL, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Grinnell
520 Fourth Avenue
Grinnell, Iowa 50112

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Grinnell should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda __, __, __, and ____, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

P-1

288191

PROPOSAL SCHEDULE

16TH AVENUE HMA PAVING IMPROVEMENTS

1. Construct 16th Avenue HMA Paving Improvements project for the following unit and lump sum prices.

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Extended Price</u>
1.	Demolition Work, Concrete Rubble Removal	LS	1	\$		\$	
2.	Construction Survey	LS	1	\$		\$	
3.	Mobilization	LS	1	\$		\$	
4.	Storm Sewer, Trenched, PVC 12"	LF	570	\$		\$	
5.	Fire Hydrant Adjustment	EA	1	\$		\$	
6.	Intake, SW-512, 24"	EA	5	\$		\$	
7.	Intake Adjustment, Minor	EA	1	\$		\$	
8.	HMA Overlay, 3", 1/2" mix, PG 58-28H	SY	2,675	\$		\$	
9.	HMA Shoulders, 6", 3/4" mix, PG 58-28H	SY	1,450	\$		\$	
10.	Removal of Driveway	SY	85	\$		\$	
11.	Sidewalk, PCC, 6" (Thickness)	SY	28	\$		\$	
12.	Detectable Warning	SF	24	\$		\$	

Proposal

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Extended Price</u>
13.	Driveway, Paved, HMA 8"	SY	55	\$		\$	
14.	Full Depth Reclamation	SY	2,800	\$		\$	
15.	Painted Pavement Markings, Solvent/Waterborne	LS	1	\$		\$	
16.	Temporary Traffic Control	LS	1	\$		\$	
17.	Traffic Signs	LS	1	\$		\$	
18.	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	2	\$		\$	
19.	SWPPP Preparation	LS	1	\$		\$	
20.	SWPPP Management	LS	1	\$		\$	
21.	Inlet Protection Device	EA	1	\$		\$	
22.	Filter Sock, 8"	LF	1,800	\$		\$	
23.	Filter Socks, Removal	LF	1,800	\$		\$	
24.	Turf Reinforcement Mats, Type 2	SQ	250	\$		\$	
25.	Earth Shoulders	STA	22	\$		\$	
26.	Embankment in Place	CY	3,000	\$		\$	
27.	Temporary Surfacing	TN	50	\$		\$	

Proposal

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>		<u>Extended Price</u>
28.	Parcel Accommodation #1	LS	1	\$		\$	
29.	Parcel Accommodation #2	EA	1	\$		\$	
30.	Parcel Accommodation #2	EA	1	\$		\$	
31.	UPRR Contractor's Right of Entry Agreement	LS	1	\$		\$	
	TOTAL BID (Items 1-31)			\$			

2. The work will commence within ten (10) days after date set forth in written Notice to Proceed and be completed no later than October 1, 2026.

3. Liquidated damages in the amount of Three Hundred Dollars (\$300.00) per consecutive calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

4. Due allowances for extensions of the contract period due to conditions beyond the control of the Contractor shall be considered by the Owner. Inclement weather shall not be considered as a cause for extensions of the contract period for average or below average precipitation totals during the contract period.

5. Required Attachment:
 - Bidder Status Form
 - Bid Bond

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, Zip: _____

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

City, State, Zip: _____

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

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

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

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?

Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Signed Name: _____ Signature: _____

Firm Name: _____ Date: _____

Email Address: _____ Phone Number: _____

This form has been approved by the Department of Administrative Services Director.

309-6001 (10-24)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

Yes No

My business is currently registered as a contractor with the Iowa Division of Labor.

Yes No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Yes No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

Yes No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

Yes No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

Yes No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Yes No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

Yes No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

Yes No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

Yes No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Yes No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

_____ of _____ as Principal and _____

_____ of _____ as Surety, are held and firmly bound unto the City of Grinnell, Iowa, hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$ _____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Grinnell, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: 16th Avenue HMA Paving Improvements project.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2026.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

BB-1

288191



**SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities**

This Supplemental Agreement made and entered into by and between the Municipality of Grinnell, Poweshiek County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department:

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2026, and in effect from July 1, 2026, to June 30, 2031.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of see attached / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
see attached	see attached	see attached	see attached	\$29,278.87

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2026 to June 30, 2027 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Grinnell
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

Print Name:

Allison Smyth, District 1 Engineer

Date _____

Date _____

Grinnell								
From	To	miles	Total mi	2019 ADT	FY25 lane mile rate	# lanes	Lane miles	
US 6								
WCL	Prince Street	0.080	0.080	3000	\$ 2,315.25	2	0.160	\$ 370.44
Prince Street	Reed Street	0.152	0.232	4600	\$ 2,315.25	4	0.608	\$ 1,407.67
Reed Street	Iowa 146	0.302	0.534	5000	\$ 2,315.25	4	1.208	\$ 2,796.82
Iowa 146	Broad Street	0.167	0.701	6500	\$ 2,315.25	4	0.668	\$ 1,546.59
Broad Street	Summer Street	0.512	1.213	5600	\$ 2,315.25	4	2.048	\$ 4,741.63
Summer Street	Penrose Street	0.347	1.560	4500	\$ 2,315.25	4	1.388	\$ 3,213.57
							<i>Route Subtotal</i>	\$ 14,076.72
IA 146								
11th Ave	US 6	0.500	0.500	5400	\$ 2,315.25	2	1.000	\$ 2,315.25
Turn lanes at North leg at US 6		0.040	0.540	5400	\$ 2,315.25	2	0.080	\$ 185.22
US 6	1st Ave	0.503	1.043	8800	\$ 2,315.25	4	2.012	\$ 4,658.28
1st Ave	Washington Ave	0.201	1.244	10400	\$ 2,535.75	4	0.804	\$ 2,038.74
Washington Ave	Hy-Vee Drive	0.592	1.836	12100	\$ 2,535.75	4	2.368	\$ 6,004.66
							<i>Route Subtotal</i>	\$ 15,202.15
							Total	\$ 29,278.87



Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Grinnell, Poweshiek County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
 - A. Freeways (functionally classified and constructed)
 1. Maintain highway features including ramps and repairs to bridges.
 2. Provide bridge inspection.
 3. Highway lighting.
 - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department’s policy.
 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 6. Provide bridge inspection.
 - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
 - D. City Streets Crossing Freeway Rights of Way (See II.C)
 1. Roadsides within the limits of the freeway fence.
 2. Surface drainage of right of way.
 3. Traffic signs and pavement markings required for freeway operation.
 4. Guardrail at piers and bridge approaches.
 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
 - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
 5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
 6. Clean, sweep and wash streets when considered necessary by the Municipality.
 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.
- B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)
 1. Maintain and repair highway facilities due to utility construction and maintenance.
 2. Removal of trees as necessary and the trimming of tree branches as necessary.
 3. Maintain sidewalks.
 - C. City Streets Crossing Freeway Rights of Way (See I.D)
 1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
 2. Mark traffic lanes on the cross street.
 3. Remove snow on the cross street, including bridges over the freeway.
 4. Clean and sweep bridge decks on streets crossing over freeway.
 5. Maintain all roadside areas outside the freeway fence.
 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.
- III. The Municipality further agrees:
- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the “Manual on Uniform Traffic Control Devices for Streets and Highways.”
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five-year period from July 1, **2026** to June 30, **2031**

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Grinnell

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

By _____
District Engineer

Date _____

Date _____



Evoqua Water Technologies LLC
2650 Tallevast Road, Sarasota, FL 34243, USA
t +1 941 359-7940, f +1 941 359 7985
utilityservicesinbox@xylem.com, www.xylem.com

February 17, 2026

Jan Anderson
Water Resources Director
City of Grinnell
520 Fourth Avenue
Grinnell, IA 50112-2043
Phone: (641) 236-2600
Fax: (641) 236-2626
Email: waterresources@grinnelliowa.gov

**RE: 2026 FULL-SERVICE ODOR AND CORROSION CONTROL PROGRAM
GRINNELL, IOWA – NORTHWEST PUMP STATION
Evoqua Quote No. Q260213MJ01 (REF: 2024-00640974)**

Dear Jan,

Thank you for choosing Evoqua Water Technologies LLC for your odor control needs. Evoqua would like to continue to provide the Odor Control Program for your Northwest Pump Station. This feed system controls odors at the downstream outfall control point.

Evoqua is pleased to hold the pricing for the full service program, effective April 1, 2026, through March 31, 2027, as follows:

BIOXIDE: **\$4.20 / gallon**. Price includes delivery, Prepaid (PPD).

Liquid Phase Equipment
and Services: **\$ 500.00 per month**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes. This pricing shall be subject to annual review.

Evoqua Water Technologies retains ownership of all supplied equipment. Evoqua will maintain spare parts for the equipment for emergency replacement. Grinnell shall remain responsible for maintaining the site to include power, tanker access for delivery, and potable rinse water as outlined in the original agreement.

An Evoqua service technician will continue to perform routine maintenance on the chemical feed site at a *minimum of one (1) time per year*. This visit will be conducted during the Spring to assure the system will function throughout the warm weather season. A written report will be provided within a week of site visit. Sampling and routine maintenance services will be scheduled in advance and include, but not be limited to the following:



- Perform scheduled preventative maintenance on equipment.
- 24-hour technical phone response is included in the price of the program.
- A report will be issued to after each visit noting the following:
 1. Beginning feed rate in ml/min, gal/day
 2. Tank Levels
 3. General Condition of the feed and storage equipment

Evoqua Water Technologies LLC is owned by Xylem and will be the contracting legal entity.

The attached Evoqua Terms of Sale are considered part of this notice and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain firm for a period of forty-five (45) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

BIOXIDE, BIOXIDE-AQ, and BIOXIDE AE are proprietary processes developed by Evoqua Water Technologies LLC. A license to use Bioxide products is included with the product sale. Patents that cover aspects of the use of Bioxide products include, but are not necessarily limited to, United States Patent Nos. 5,500,368, 6,309,597, 7,087,172, 7,285,217, and 7,553,420 B2. Bioxide, Bioxide-AQ, Bioxide AE and Full-Service Odor Control are trademarks of Evoqua Water Technologies LLC.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If you have any questions regarding this proposal, please do not hesitate to contact me at (262) 521-8353.

Sincerely,

Jack Euclide

Jack Euclide
Technical Sales Representative
Evoqua Water Technologies LLC

JE:mj



**RE: 2026 FULL-SERVICE ODOR AND CORROSION CONTROL PROGRAM
GRINNELL, IOWA – NORTHWEST PUMP STATION
Evoqua Quote No. Q260213MJ01 (REF: 2024-00640974)**

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

Site Address: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

RESOLUTION NO. 2026-22

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 3 IN THE AMOUNT OF \$127,500.72 TO CALIBER CONCRETE FOR THE VETERANS MEMORIAL MONUMENT AND PLAZA PROJECT.

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

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

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

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$127,500.72 to Caliber Concrete for the Veterans Monument and Plaza Project.

Passed and adopted this 2nd day of March 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Grinnell
 927 4th Ave
 Grinnell, IA 50112
 FROM CONTRACTOR:
 Caliber Concrete LLC
 309 Audubon St. PO Box 248
 Adair IA 50002

PROJECT:
 Veterans Memorial Monument
 VIA ARCHITECT:
 Ritland + Kuiper Landscape Architects

APPLICATION #: 3
 PERIOD TO: 02/25/26
 PROJECT NOS:
 CONTRACT DATE: 09/11/25

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM -----	\$	708,598.02
2. Net change by Change Orders -----	\$	-40,195.54
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	668,402.48
4. TOTAL COMPLETED & STORED TO DATE -\$		465,708.05
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 5.0% of Completed Work	\$	19,770.90
(Columns D+E on Continuation Sheet)		
b. 10.0% of Stored Material	\$	7,029.00
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet-----		
	\$	26,799.90
6. TOTAL EARNED LESS RETAINAGE -----	\$	438,908.15
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----		
	\$	311,407.43
8. CURRENT PAYMENT DUE -----	\$	127,500.72
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)		
	\$	229,494.33

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-\$40,195.54
Total approved this Month		
TOTALS		-\$40,195.54
NET CHANGES by Change Order		-\$40,195.54

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Michelle Michelle Cottler Date: 2-26-26

State of: Iowa
 County of: Adair

Subscribed and sworn to before me this 26th day of February 2026



Notary Public: Patricia Peterson
 My Commission expires: January 29, 2027

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ \$127,500.72

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Mark Kuiper Date: 02/26/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE:

Veterans Memorial Monument

PERIOD TO:

ARCHITECT'S PROJECT NO: PRK19001

A Item No.	B Description of Work	C Scheduled Value	Projected Quantity	Completed Quantity	Unit Value	D		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
						Work Completed			Total Completed And Stored To Date (D + E + F)	% (G/C)		
						From Previous Application (D + E)	This Period					
1	Mobilization	25500.00	1.00	1.00	\$25,500.00	25,500.00		\$ -	\$ 25,500	100%	\$ -	\$ 1,275
2	Perimeter Construction Safety Fence	3750.00	750.00	750.00	\$5.00	3,750.00		\$ -	\$ 3,750	100%	\$ -	\$ 188
3	Removal of Wall Feature	2000.00	1.00	1.00	\$2,000.00	2,000.00		\$ -	\$ 2,000	100%	\$ -	\$ 100
4	Clearing and Grubbing	2500.00	1.00	1.00	\$2,500.00	2,500.00		\$ -	\$ 2,500	100%	\$ -	\$ 125
5	Earthwork	4550.00	455.00	455.00	\$10.00	4,550.00		\$ -	\$ 4,550	100%	\$ -	\$ 228
6	Topsoil (6" Strip, Salvage, Respread)	5850.00	585.00	250.00	\$10.00	2,500.00		\$ -	\$ 2,500	43%	\$ 3,350	\$ 125
7	Removal of Sidewalk and Brick Pavers	7590.00	690.00	690.00	\$11.00	7,590.00		\$ -	\$ 7,590	100%	\$ -	\$ 380
8	Removal of Curb and Gutter	270.00	30.00		\$9.00			\$ -	\$ -		\$ 270	\$ -
9	Traffic Control	500.00	1.00		\$500.00			\$ -	\$ -		\$ 500	\$ -
10	Wattles Installation, 12"	1172.50	335.00	335.00	\$3.50	1,172.50		\$ -	\$ 1,173	100%	\$ -	\$ 59
11	Wattles Removal	335.00	335.00		\$1.00			\$ -	\$ -		\$ 335	\$ -
12	Inlet Protection Device, Installation	525.00	3.00	3.00	\$175.00	525.00		\$ -	\$ 525	100%	\$ -	\$ 26
13	Inlet Protection Device, Maintenance	105.00	3.00		\$35.00			\$ -	\$ -		\$ 105	\$ -
14	Removal of Type A Sign	200.00	4.00	4.00	\$50.00	200.00		\$ -	\$ 200	100%	\$ -	\$ 10
15	Storm Intake, SW-511	3500.00	1.00	1.00	\$3,500.00	3,500.00		\$ -	\$ 3,500	100%	\$ -	\$ 175
16	Storm Sewer Manhole Adjustment	1000.00	1.00	1.00	\$1,000.00	1,000.00		\$ -	\$ 1,000	100%	\$ -	\$ 50
17	Storm Sewer Pipe, HDPE, 15"	2500.00	25.00	25.00	\$100.00	2,500.00		\$ -	\$ 2,500	100%	\$ -	\$ 125
18	Curb and Gutter, 2.5' Wide, 6"	1,500.00	30.00		50.00			\$ -	\$ -		\$ 1,500	\$ -
19	PCC Sidewalk, Standard 6"	32,746.50	342.00	275.00	95.75	26,331.25		\$ -	\$ 26,331	80%	\$ 6,415	\$ 1,317
20	PCC Sidewalk, Dark Gray, 6"	32,259.60	232.00	232.00	139.05	32,259.60		\$ -	\$ 32,260	100%	\$ -	\$ 1,613
21	PCC Sidewalk, Tan, 6"	19,647.94	169.00	169.00	116.26	19,647.94		\$ -	\$ 19,648	100%	\$ -	\$ 982
22	Subgrade Preparation, 6"	4,356.20	1,894.00	1,894.00	2.30	4,356.20		\$ -	\$ 4,356	100%	\$ -	\$ 218
23	Granular Subbase, 6"	35,455.68	1,894.00	1,700.00	18.72	31,824.00		\$ -	\$ 31,824	90%	\$ 3,632	\$ 1,591
24	Brick Paving with Concrete Base NEW	343,584.22	9,842.00	4,671.00	34.91	103,075.27	59,989.34	\$ 70,290	\$ 233,355	68%	\$ 110,230	\$ 15,182
25	Brick Paving Reinstallation	9,895.38	517.00		19.14			\$ -	\$ -		\$ 9,895	\$ -
SUBTOTALS PAGE 2		541,293.02				\$274,781.76	\$59,989.34	\$70,289.95	\$ 405,061	75%	\$ 136,232	\$ 23,768

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER:

PROJECT:

APPLICATION DATE:

Veterans Memorial Monument

PERIOD TO:

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value				D		E	F	G		H	I
						Work Completed		This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
						From Previous Application (D + E)							
26	Concrete Stairs	4,000.00	1.00	1.00	4,000.00	\$ 4,000	\$ -		\$ 4,000	100%	\$ -	\$ 200	
27	Steel Handrail	4,000.00	1.00		4,000.00		\$ -		\$ -		\$ 4,000	\$ -	
28	Veterans Monument Footing	20,800.00	1.00	1.00	20,800.00	\$ 20,800	\$ -		\$ 20,800	100%	\$ -	\$ 1,040	
29	Security Cameras, Pole, Wiring	25,000.00	1.00	0.25	25,000.00		\$ 6,250		\$ 6,250	25%	\$ 18,750	\$ 313	
30	Type LA Monument Light Fixtures	3,030.00	1.00	0.24	3,030.00	\$ 727	\$ 0		\$ 727	24%	\$ 2,303	\$ 36	
31	LA CBX Power Supplies	7,725.00	1.00		7,725.00		\$ -		\$ -		\$ 7,725	\$ -	
32	Type SB Monument Footing	11,520.00	8.00	0.18	1,440.00	\$ 259	\$ 0		\$ 259	2%	\$ 11,261	\$ 13	
33	Type SA Site Light Fixtures	18,840.00	3.00	0.75	6,280.00	\$ 1,256	\$ 3,454		\$ 4,710	25%	\$ 14,130	\$ 236	
34	Lightening Protection for Monument	8,240.00	1.00	0.25	8,240.00		\$ 2,060		\$ 2,060	25%	\$ 6,180	\$ 103	
35	Lighting Controls System	2,935.00	1.00	0.25	2,935.00		\$ 734		\$ 734	25%	\$ 2,201	\$ 37	
36	Electrical Enclosure	6,695.00	1.00	0.50	6,695.00	\$ 1,205	\$ 2,143		\$ 3,348	50%	\$ 3,348	\$ 167	
37	Lighting Branch Circuits	33,475.00	1.00	0.75	33,475.00	\$ 9,373	\$ 15,733		\$ 25,106	75%	\$ 8,369	\$ 1,255	
38	Stablized Construction Entrance	1,545.00	1.00	1.00	1,545.00	\$ 1,545	\$ -		\$ 1,545	100%	\$ -	\$ 77	
39	Repair of Existing Irrigation System	10,000.00	1.00	0.50	10,000.00	\$ 5,000	\$ -		\$ 5,000	50%	\$ 5,000	\$ 250	
40	Misc Removals	5,000.00	1.00	1.00	5,000.00	\$ 5,000	\$ -		\$ 5,000	100%	\$ -	\$ 250	
41	Lawn Seeding	4,000.00	1.00		4,500.00		\$ -		\$ -		\$ 4,000	\$ -	
42									\$ -		\$ -	\$ -	
43	CO # 1	(40,195.54)	1.00	0.47	(40,195.54)	\$ 3,850	\$ (22,742)		\$ (18,892)		\$ (21,304)	\$ (945)	
44									\$ -		\$ -	\$ -	
45									\$ -		\$ -	\$ -	
46									\$ -		\$ -	\$ -	
47									\$ -		\$ -	\$ -	
48									\$ -		\$ -	\$ -	
49									\$ -		\$ -	\$ -	
50									\$ -		\$ -	\$ -	
SUBTOTALS PAGE 3		667,902.48				\$ 327,797	\$ 67,621	\$ 70,290	\$ 465,708	70%	\$ 202,194	\$ 26,800	

RESOLUTION NO. 2026-23

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 12 IN THE AMOUNT OF \$732,146.33 TO WRH, INC. FOR THE WATER PLANT PROJECT.

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

WHEREAS, Pay Estimate No. 12 has been initiated by the City of Grinnell and WRH, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 12; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$732,146.23 to WRH, Inc. for the Water Plant Project.

Passed and adopted this 2nd day of March 2026.

Sam Cox, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Contractor's Application for Payment

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

Application No.: <u>12 (Twelve)</u>	Application Period: From <u>2/1/2026</u>	to	to <u>2/28/2026</u>	Application Date: <u>2/25/2026</u>
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<p>Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment</p>	<table style="width:100%; border-collapse: collapse;"> <tr><td>1. Original Contract Price</td><td style="text-align:right;">\$ 18,990,000.00</td></tr> <tr><td>2. Net change by Change Orders</td><td style="text-align:right;">\$ 120,273.17</td></tr> <tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align:right;">\$ 19,110,273.17</td></tr> <tr><td>4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)</td><td style="text-align:right;">\$ 8,072,251.05</td></tr> <tr><td>5. Retainage</td><td></td></tr> <tr><td style="padding-left:20px;">a. <u>5%</u> X <u>\$7,139,593.28</u> Work Completed</td><td style="text-align:right;">\$ 356,979.66</td></tr> <tr><td style="padding-left:20px;">b. <u>5%</u> X <u>\$ 932,657.77</u> Stored Materials</td><td style="text-align:right;">\$ 46,632.88</td></tr> <tr><td style="padding-left:20px;">c. Less Early Release of Retainage</td><td style="text-align:right;">\$ -</td></tr> <tr><td style="padding-left:20px;">d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)</td><td style="text-align:right;">\$ 403,612.54</td></tr> <tr><td>6. Amount Eligible to Date (Line 4 - Line 5.d)</td><td style="text-align:right;">\$ 7,668,638.51</td></tr> <tr><td>7. Less Previous Payments (Line 6 from Prior Application)</td><td style="text-align:right;">\$ 6,936,492.18</td></tr> <tr><td>8. Amount Due This Application</td><td style="text-align:right;">\$ 732,146.33</td></tr> <tr><td>9. Balance to Finish, Including Retainage (Line 3 - Line 4)</td><td style="text-align:right;">\$ 11,441,634.66</td></tr> </table>	1. Original Contract Price	\$ 18,990,000.00	2. Net change by Change Orders	\$ 120,273.17	3. Current Contract Price (Line 1 + Line 2)	\$ 19,110,273.17	4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)	\$ 8,072,251.05	5. Retainage		a. <u>5%</u> X <u>\$7,139,593.28</u> Work Completed	\$ 356,979.66	b. <u>5%</u> X <u>\$ 932,657.77</u> Stored Materials	\$ 46,632.88	c. Less Early Release of Retainage	\$ -	d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)	\$ 403,612.54	6. Amount Eligible to Date (Line 4 - Line 5.d)	\$ 7,668,638.51	7. Less Previous Payments (Line 6 from Prior Application)	\$ 6,936,492.18	8. Amount Due This Application	\$ 732,146.33	9. Balance to Finish, Including Retainage (Line 3 - Line 4)	\$ 11,441,634.66
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<p>Contractor:</p> <p><u>WRH, Inc.</u></p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Recommended by Engineer - McClure Engineering Company</p> <p>By: _____ Title: <u>Project Manager</u> Date: <u>2/27/2026</u></p> <p>Approved by Owner - City of Grinnell, IA</p> <p>By: _____ Title: <u>Mayor</u> Date: <u>3/2/2026</u></p> <p>Approved by Funding Agency</p> <p>By: _____ Title: _____ Date: _____</p>
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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.: 12 (Twelve) Application Period: From 02/01/26 to 02/28/26 Application Date: 02/25/26

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
DIVISION 1 - GENERAL REQUIREMENTS								
1.1	Bonds / Permits / Insurance / Builders Risk Ins.	631,650.00	631,650.00	-		631,650.00	100%	-
1.2	Administration / Project Management	420,000.00	165,000.00	15,000.00		180,000.00	43%	240,000.00
1.3	Mobilization	350,000.00	350,000.00	-		350,000.00	100%	-
1.4	Demobilization	50,000.00	-	-		-	0%	50,000.00
1.5	SWPPP	60,000.00	25,625.00	2,150.00		27,775.00	46%	32,225.00
DIVISION 2 - EXISTING CONDITIONS								
2.1	Concrete Demolition	320,000.00	-	5,000.00		5,000.00	2%	315,000.00
2.2	Process Equipment and Pipe Demolition	75,000.00	-	-		-	0%	75,000.00
DIVISION 3 - CONCRETE								
3.1	Concrete Submittals	5,000.00	5,000.00	-		5,000.00	100%	-
3.2	Concrete Reinforcing	62,000.00	52,000.00	-	10,000.00	62,000.00	100%	-
3.3	Cast-in-place Concrete	248,000.00	248,000.00	-		248,000.00	100%	-
3.4	Transformer / Generator / Surge Relief Vessel Pads	25,000.00	-	-		-	0%	25,000.00
3.5	Concrete Finishing	75,000.00	75,000.00	-		75,000.00	100%	-
3.6	Diamond Polishing Concrete Floors	14,000.00	-	-		-	0%	14,000.00
3.7	Precast Concrete Hollow Core Planks	30,000.00	30,000.00	-		30,000.00	100%	-
3.8	Grouting	20,000.00	-	-		-	0%	20,000.00
DIVISION 4 - UNIT MASONRY								
4.1	Masonry Submittals	10,000.00	10,000.00	-		10,000.00	100%	-
4.2	Unit Masonry (CMU)	540,000.00	510,000.00	30,000.00		540,000.00	100%	-
4.3	Unit Masonry (Brick)	360,000.00	345,000.00	7,500.00		352,500.00	98%	7,500.00
DIVISION 5 - METALS								
5.1	Metals Submittals	10,000.00	10,000.00	-		10,000.00	100%	-
5.2	Structural Steel	46,000.00	46,000.00	-	-	46,000.00	100%	-
5.3	Joist/ Decking	150,100.00	150,100.00	-	-	150,100.00	100%	-
5.4	Miscellaneous	91,650.00	76,650.00	7,500.00		84,150.00	92%	7,500.00
DIVISION 6 - WOOD, PLASTICS, COMPOSITES								
6.1	Wood, Plastics, Composites submittals	5,000.00	5,000.00	-		5,000.00	100%	-
6.2	Rough Carpentry	50,000.00	20,000.00	-		20,000.00	40%	30,000.00
6.3	Plastic Laminate Faced Architectural Cabinets	35,000.00	-	-		-	0%	35,000.00
6.4	Fiberglass Structural Assemblies	150,000.00	45,000.00	-		45,000.00	30%	105,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	McClure Engineering Company - Coralville, IA	Engineer's Project No.:	2022000116-003
Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.: 12 (Twelve) Application Period: From 02/01/26 to 02/28/26 Application Date: 02/25/26

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 7 - THERMAL and MOISTURE PROTECTION								
7.1	Thermal and Moisture Protection submittals	5,000.00	-	-	-	-	0%	5,000.00
7.2	Thermal Insulation	15,000.00	15,000.00	-	-	15,000.00	100%	-
7.3	Weather barriers	30,000.00	30,000.00	-	-	30,000.00	100%	-
7.4	Underslab Vapor Barriers	8,000.00	8,000.00	-	-	8,000.00	100%	-
7.5	Firestopping	10,000.00	-	10,000.00	-	10,000.00	100%	-
7.6	Aluminum Honeycomb Panel System	55,000.00	13,250.00	-	-	13,250.00	24%	41,750.00
7.7	Thermoplastic Polyolefin Roofing	150,000.00	90,000.00	60,000.00	-	150,000.00	100%	-
7.8	Sheet Metal Work	45,700.00	-	35,700.00	-	35,700.00	78%	10,000.00
7.9	Access Hatches	5,000.00	5,000.00	-	-	5,000.00	100%	-
7.10	Joint Sealants	20,000.00	-	-	-	-	0%	20,000.00
DIVISION 8 - OPENINGS								
8.1	Openings Submittals	10,000.00	10,000.00	-	-	10,000.00	100%	-
8.2	Hollow Metal Frames and Doors	30,000.00	15,000.00	2,000.00	8,512.00	25,512.00	85%	4,488.00
8.3	Flush Wood Doors	15,777.00	-	3,000.00	8,512.00	11,512.00	73%	4,265.00
8.4	Insulated Rolling Service Doors	150,000.00	126,659.00	-	-	126,659.00	84%	23,341.00
8.5	Aluminum-Framed Entrances and Storefronts	65,388.00	65,388.00	-	-	65,388.00	100%	-
8.6	Finish Hardware	5,000.00	-	-	-	-	0%	5,000.00
8.7	Glazing	108,800.00	85,000.00	13,000.00	-	98,000.00	90%	10,800.00
DIVISION 9 - FINISHES								
9.1	Finishes Submittals	5,000.00	4,000.00	-	-	4,000.00	80%	1,000.00
9.2	Gypsum Board	15,000.00	-	-	-	-	0%	15,000.00
9.3	Acoustical and Kitchen Ceiling Tile	12,000.00	-	-	-	-	0%	12,000.00
9.4	Resilient Base	8,000.00	-	-	-	-	0%	8,000.00
9.5	Resinous Flooring	18,000.00	-	-	-	-	0%	18,000.00
9.6	Tile Carpeting	5,000.00	-	-	-	-	0%	5,000.00
9.7	Decorative Fiberglass Reinforced Wall Panels	10,000.00	-	-	-	-	0%	10,000.00
9.8	Painting and Coating	250,000.00	-	-	-	-	0%	250,000.00
9.9	High-Performance Coatings	120,000.00	-	-	-	-	0%	120,000.00
DIVISION 10 - SPECIALTIES								
10.1	Signage	12,000.00	-	-	-	-	0%	12,000.00
10.2	Toilet Accessories	5,000.00	-	-	-	-	0%	5,000.00
10.3	Fire Extinguishers	3,000.00	-	1,000.00	-	1,000.00	33%	2,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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

Application No.:		Application Period:		From		to		Application Date:	
12 (Twelve)		02/01/26		02/28/26		02/25/26			
A	B	C	D		E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
DIVISION 12 - FURNISHINGS									
12.1	Furnishings submittals	5,000.00	5,000.00	-	-	5,000.00	100%	-	
12.2	Lab Equipment and Furnishings Allowance	150,000.00	-	-	-	-	0%	150,000.00	
12.3	Motorized Roller Shades	7,000.00	-	-	-	-	0%	7,000.00	
DIVISION 21 - FIRE SUPPRESSION									
21.1	Fire Suppression Submittal	5,000.00	5,000.00	-	-	5,000.00	100%	-	
21.2	Wet-Pipe Sprinkler Systems	44,620.00	-	5,000.00	-	5,000.00	11%	39,620.00	
DIVISION 22 - PLUMBING									
22.1	Plumbing Submittals	5,000.00	5,000.00	-	-	5,000.00	100%	-	
22.2	Facility Water Distribution (Labor)	130,000.00	48,500.00	2,200.00	-	50,700.00	39%	79,300.00	
22.3	Facility Water Distribution (Materials)	85,000.00	65,500.00	-	-	65,500.00	77%	19,500.00	
22.4	Facility Sanitary Sewage (Labor)	19,854.00	19,854.00	-	-	19,854.00	100%	-	
22.5	Facility Sanitary Sewage (Materials)	65,000.00	65,000.00	-	-	65,000.00	100%	-	
22.6	Facility Storm Sewage (Labor)	32,000.00	17,500.00	-	-	17,500.00	55%	14,500.00	
22.7	Facility Storm Sewage (Materials)	50,000.00	25,000.00	-	-	25,000.00	50%	25,000.00	
DIVISION 23 - HVAC									
23.1	HVAC Submittals	15,000.00	15,000.00	-	-	15,000.00	100%	-	
23.2	HVAC Equipment	370,000.00	76,097.12	36,413.00	72,551.00	185,061.12	50%	184,938.88	
23.3	HVAC Labor	257,100.00	52,500.00	65,000.00	-	117,500.00	46%	139,600.00	
23.4	Testing and balancing	25,000.00	-	-	-	-	0%	25,000.00	
DIVISION 26 - ELECTRICAL									
26.1	Electrical Submittals	10,000.00	5,000.00	-	-	5,000.00	50%	5,000.00	
26.2	Electrical Requirements (Materials)	37,500.00	30,030.00	-	-	30,030.00	80%	7,470.00	
26.3	Electrical Requirements (Labor)	18,000.00	14,750.00	-	-	14,750.00	82%	3,250.00	
26.4	Wiring Material (conduit and wiring) (Materials)	535,000.00	133,098.25	21,454.06	170,679.69	325,232.00	61%	209,768.00	
26.5	Wiring Material (conduit and wiring) (Labor)	400,000.00	95,100.10	13,680.00	-	108,780.10	27%	291,219.90	
26.6	Electrical Equipment (Materials)	515,000.00	46,278.44	30,778.44	-	77,056.88	15%	437,943.12	
26.7	Electrical Equipment (Labor)	215,000.00	21,250.00	10,500.00	-	31,750.00	15%	183,250.00	
26.8	Lighting and Wiring Devices (Materials)	100,000.00	-	9,545.00	12,129.40	21,674.40	22%	78,325.60	
26.9	Lighting and Wiring Devices (Labor)	60,000.00	-	4,455.50	-	4,455.50	7%	55,544.50	
26.10	Well 8 Standby Power Systems (Materials)	165,000.00	-	-	-	-	0%	165,000.00	
26.11	Well 8 Standby Power Systems (Labor)	85,000.00	-	-	-	-	0%	85,000.00	
26.12	Well 9 Standby Power System (Materials)	175,000.00	-	-	-	-	0%	175,000.00	
26.13	Well 9 Standby Power System (Labor)	75,000.00	-	-	-	-	0%	75,000.00	
26.14	WTP Standby Power System (Materials)	420,000.00	-	-	-	-	0%	420,000.00	
26.15	WTP Standby Power System (Labor)	100,000.00	-	-	-	-	0%	100,000.00	
DIVISION 28 - ELECTRIC SAFETY AND SECURITY									
28.1	Electric Safety and Security Submittals	10,000.00	5,000.00	-	-	5,000.00	50%	5,000.00	

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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			(D + E) From Previous Application (\$)	This Period (\$)				
28.2	Access Control and Surveillance (Materials)	13,598.00	-	-	13,598.00	13,598.00	100%	-
28.3	Access Control and Surveillance (Labor)	11,523.00	-	-		-	0%	11,523.00
28.4	Intruder Detection and Alarm Allowance	25,000.00	-	-		-	0%	25,000.00
DIVISION 31 - EARTHWORK								
31.1	Over-Excavation	100,000.00	100,000.00	-		100,000.00	100%	-
31.2	Engineered / Aggregate fill	120,000.00	120,000.00	-		120,000.00	100%	-
31.3	Excavate and Backfill Footings	120,000.00	120,000.00	-		120,000.00	100%	-
31.4	Site Grading	80,000.00	30,000.00	18,000.00		48,000.00	60%	32,000.00
DIVISION 32 - EXTERIOR IMPROVEMENTS								
32.1	Concrete Pavement	150,000.00	-	-		-	0%	150,000.00
32.2	Asphalt Pavement	100,000.00	-	-		-	0%	100,000.00
32.3	Sidewalks, Shared Use Paths and Driveways	50,000.00	-	-		-	0%	50,000.00
32.4	Seeding	20,000.00	-	-		-	0%	20,000.00
DIVISION 33 - UTILITIES								
33.1	Utilities Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
33.2	Submersible Turbine Well Pump and Motor	656,384.00	-	-		-	0%	656,384.00
33.3	Well Development and Testing - Chlorine Shock (Unit Price 1: 1 LS @ \$19,793.00 / LS)	19,793.00	-	-		-	0%	19,793.00
33.4	Well Development and Testing - Acid Treatment (Unit Price 2: 1 LS @ \$47,093.00 / LS)	47,093.00	-	-		-	0%	47,093.00
33.5	Well Development and Testing - Surging/Balling (Unit Price 3: 80 HR @ \$745.00 / HR)	59,600.00	-	-		-	0%	59,600.00
33.6	Well Abandonment	174,000.00	-	-		-	0%	174,000.00
33.7	Water Utility System	275,000.00	145,349.13	20,000.00	70,000.00	235,349.13	86%	39,650.87
33.8	Sanitary Utility System	150,000.00	57,903.60	5,096.40		63,000.00	42%	87,000.00
33.9	Storm Water Utility System	150,000.00	-	75,000.00		75,000.00	50%	75,000.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 40 - PROCESS INTERCONNECTIONS								
40.1	Process Interconnections Submittals	20,000.00	15,000.00	-		15,000.00	75%	5,000.00
40.2	Process Piping - Ductile Iron	195,000.00	20,000.00	100,000.00		120,000.00	62%	75,000.00
40.3	Process Piping - PVC	100,700.00	-	-		-	0%	100,700.00
40.4	Process Piping - Stainless Steel	305,000.00	10,000.00	-		10,000.00	3%	295,000.00
40.5	Pipe Hangers and Supports Materials	80,000.00	-	-		-	0%	80,000.00
40.6	Process valves	230,000.00	-	-	43,031.08	43,031.08	19%	186,968.92
40.7	Liquid Chemical Piping and Valves	40,000.00	-	-		-	0%	40,000.00
40.8	Process Instrumentation (Materials)	535,000.00	-	-	29,960.00	29,960.00	6%	505,040.00
40.9	Process Instrumentation (Labor)	70,000.00	-	-		-	0%	70,000.00
40.10	Control Descriptions (Materials)	355,000.00	-	-		-	0%	355,000.00
40.11	Control Descriptions (Labor)	30,000.00	-	-		-	0%	30,000.00
40.12	Scada System Equipment (Materials)	525,000.00	-	-		-	0%	525,000.00
40.13	Scada System Equipment (Labor)	85,000.00	-	-		-	0%	85,000.00
40.14	Controls Startup and Training	15,000.00	-	-		-	0%	15,000.00
DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT								
41.1	Monorail Hoist and Trolley Submittals	1,500.00	1,500.00	-		1,500.00	100%	-
41.2	Monorail Hoist and Trolley	10,000.00	-	5,000.00		5,000.00	50%	5,000.00
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT								
43.1	Process Gas / Liquid Handling Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
43.2	Vertical Turbine Pumps Open Lineshaft Type in Can	230,000.00	188,500.00	-	35,271.60	223,771.60	97%	6,228.40
43.3	High Density Cross-Linked Poly Storage Tanks	40,000.00	-	-		-	0%	40,000.00
43.4	Testing Tanks and Reservoirs	5,000.00	-	-		-	0%	5,000.00
43.5	Wire-wound Prestressed Concrete Tank (WWPCT) Submittal	60,000.00	60,000.00	-		60,000.00	100%	-
43.6	WWPCT - Mobilization	118,000.00	118,000.00	-		118,000.00	100%	-
43.7	WWPCT- Interior Tank Piping / Floor / Wall Footings	183,000.00	183,000.00	-		183,000.00	100%	-
43.8	WWPCT - Casting Wall Panels / Dome Panels	408,000.00	408,000.00	-		408,000.00	100%	-
43.9	WWPCT - Erect Wall Panels	113,000.00	113,000.00	-		113,000.00	100%	-
43.10	WWPCT - Shotcrete / Wire Prestressing / Wire Cover	143,000.00	143,000.00	-		143,000.00	100%	-
43.11	WWPCT - Shoring & Form / Erect Dome Panels	113,000.00	113,000.00	-		113,000.00	100%	-
43.12	WWPCT - Tank Appurtenances	33,000.00	33,000.00	-		33,000.00	100%	-
43.13	WWPCT - Exterior Tank Coating	95,000.00	95,000.00	-		95,000.00	100%	-
43.14	WWPCT - Testing / Disinfection Tanks and Reservoirs	34,000.00	30,500.00	-		30,500.00	90%	3,500.00
43.15	Surge Relief Vessels	228,000.00	-	5,000.00	166,103.00	171,103.00	75%	56,897.00

Progress Estimate - Lump Sum Work

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			(D + E) From Previous Application (\$)	This Period (\$)				
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT								
46.1	Water and Wastewater Equipment Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
46.2	Liquid Chemical Feed System Materials	210,000.00	-	-		-	0%	210,000.00
46.3	Forced Draft Aerator	280,000.00	-	5,000.00	167,310.00	172,310.00	62%	107,690.00
46.4	Submersible Mixer	40,000.00	20,000.00	-		20,000.00	50%	20,000.00
46.5	Membrane Treatment Equipment	2,251,670.00	-	-	125,000.00	125,000.00	6%	2,126,670.00
46.6	Membrane Treatment Equipment (Release To FAB)	230,000.00	230,000.00	-		230,000.00	100%	-
						-		-
		\$ 18,990,000.00	\$ 6,417,532.64	\$ 623,972.40	\$ 932,657.77	\$ 7,974,162.81	42%	\$ 11,015,837.19

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Grinnell, IA
 Engineer: McClure Engineering Company - Coralville, IA
 Contractor: WRH, Inc. - South Amana, IA
 Project: Water System Improvements 2023
 Contract: Water Treatment Plant

Owner's Project No.: FS-79-24-DWSRF-006
 Engineer's Project No.: 2022000116-003
 Contractor's Project No.: 2402-00-1445

Application No.: 12 (Twelve) Application Period: From 02/01/26 to 02/28/26 Application Date: 02/25/26

A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
3.2	Multiple (4 invoices)	03 20 00	White Cap - Masonry Rebar, Waterstop, Wall Ties, Insulation Board	On-site	PA-3, -4	48,269.82	-	48,269.82	38,269.82	-	38,269.82	10,000.00
5.2	9192025EE	05 12 00	Structural Steel	On-site	PA-7	37,500.00	-	37,500.00	37,500.00	-	37,500.00	-
5.3	9242025AE	05 21 00	Joist & Decking	On-site	PA-7	97,750.00	-	97,750.00	97,750.00	-	97,750.00	-
8.2	91613	Div. 08	HM Doors, Frames, Hardware	On-site	PA-11	8,512.00	-	8,512.00	-	-	-	8,512.00
8.3	91613	Div. 08	Wood Doors, Frames, Hardware	On-site	PA-11	8,512.00	-	8,512.00	-	-	-	8,512.00
8.4	27506094-1	08 33 00	Insulated Rolling Service Doors	North Liberty, IA	PA-8	81,659.00	-	81,659.00	81,659.00	-	81,659.00	-
8.5	Multiple (3 invoices)	08 41 13	Aluminum Storefront Framing	Des Moines, IA	PA-10	24,995.50	-	24,995.50	24,995.50	-	24,995.50	-
23.2	Multiple	23 05 20	HVAC Equipment	West Des Moines, IA	PA-4, -7, -8, 12	152,151.12	19,700.00	171,851.12	67,887.12	31,413.00	99,300.12	72,551.00
26.4	9008-41	26 05 30	Wiring Material and Methods	Newton, IA	PA-7, -9	325,232.00	-	325,232.00	133,098.25	21,454.06	154,552.31	170,679.69
26.8	Multiple	26 27 24	Lighting and Devices	On-site	PA-7, -9	21,674.40	-	21,674.40	-	9,545.00	9,545.00	12,129.40
28.2	Multiple	Div. 28	Control and Surveillance	Newton IA	PA-7	13,598.00	-	13,598.00	-	-	-	13,598.00
33.7	Multiple (7 invoices)	Div. 33	Site Utility Systems	On-site	PA-4, -9	219,676.06	-	219,676.06	129,676.06	20,000.00	149,676.06	70,000.00
40.6	241017APR2-1 241017APR2-2	40 05 23	IEE - Valves	On-site	PA-11, -12	30,881.08	12,150.00	43,031.08	-	-	-	43,031.08
40.8	44562	40 70 00	System Integration Equipment	Newton, IA	PA-12	-	29,960.00	29,960.00	-	-	-	29,960.00
43.2	9268	43 23 32	Vertical Turbine Pump Motors	On-site	PA-10	35,271.60	-	35,271.60	-	-	-	35,271.60
43.15	4474	43 42 00	Surge Relief Vessels	On-site	PA-10	166,103.00	-	166,103.00	-	-	-	166,103.00
46.3	S-INV105720	46 51 54	Force Draft Aerator	On-site	PA-12	-	167,310.00	167,310.00	-	-	-	167,310.00
46.5	Harn R/O PA-2	46 63 23	Protec Pressure Vessels	Venice, FL	PA-10	125,000.00	-	125,000.00	-	-	-	125,000.00
						-	-	-	-	-	-	-
Totals						\$ 1,396,785.58	\$ 229,120.00	\$ 1,625,905.58	\$ 610,835.75	\$ 82,412.06	\$ 693,247.81	\$ 932,657.77

Partial Pay Estimates Paid-to-Date

Contractor's Application for Payment

Owner: City of Grinnell, IA
 Engineer: McClure Engineering Company - Coralville, IA
 Contractor: WRH, Inc. - South Amana, IA
 Project: Water System Improvements 2023
 Contract: Water Treatment Plant

Owner's Project No.: FS-79-24-DWSRF-006
 Engineer's Project No.: 2022000116-003
 Contractor's Project No.: 2402-00-1445

Application No.: 12 (Twelve) Application Period: From 02/01/26 to 02/28/26 Application Date: 02/25/26

Original Contract Amount: \$ 18,990,000.00

Approved Project Change Orders		
Number	Date	Amount
01	10/6/2025	\$ 88,889.44
02	11/17/2025	\$ 12,344.25
03	1/5/2026	\$ 19,039.48

Revised Contract Amount: \$ 19,110,273.17

Pay Estimates Paid-to-Date		
Pay Estimate Number	Date	Amount
01	4/7/2025	\$ 813,817.50
02	5/5/2025	\$ 236,550.00
03	7/7/2025	\$ 184,113.63
04	7/7/2025	\$ 478,268.13
05	8/4/2025	\$ 358,677.42
06	9/2/2025	\$ 940,618.75
07	10/6/2025	\$ 932,823.64
08	11/3/2025	\$ 903,350.46
09	12/2/2025	\$ 613,875.99
10	1/5/2026	\$ 684,354.90
11	2/3/2026	\$ 790,041.76
12		

Total Estimates Paid to Date: \$ 6,936,492.18

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Total Construction Cost: \$ 6,936,492.18



CORN STATES METAL FABRICATORS, INC.

1323 MAPLE STREET • PO BOX 65635 • WEST DES MOINES, IA 50265
PH. (515) 225-7961 • FAX (515) 225-9382 • E-MAIL csmf@cornstates.com

February 12, 2026

WRH, Inc.
Attn: Colton Sinbeil
1648 T Avenue
PO Box 256
Amana, IA 522203

RE: Grinnell Water Treatment
Grinnell, IA

Dear Colton,

Due to the time schedule and limited site storage for the above referenced project, Corn States Metal Fabricators is staging materials off site at 1323 Maple Street, West Des Moines, IA. Invoices, pictures, and a certificate of insurance for the materials will be included with the billings. Upon payment from the owner, the materials will become the property of the owner, but will remain under the custodianship of the contractor till jobsite installation.

Thank you for the opportunity to work with you on this project.
Sincerely,

Mitch Golay

MECHANICAL SALES IOWA, INC
dba MECHANICAL SALES
PO BOX 601
GRETN, NE 68028

INVOICE

Invoice No.
 36298

Bill To: CORNSTATES METAL FAB
 tammyb@cornstates.com

Ship To: CORN STATES-GRINNELL WTP
 1323 MAPLE ST

WEST DES MOINES, IA 50265

Date	Salesperson	Purchase Order No.	Job No.			
01-29-2026	TAC	8502-18666	X25BAF0101-TAC			
Shipped	U/M	Description	Stock No.	Unit	Price	Amount
		BIG ASS FAN - POWERFOIL D FANS - QTY 2				19,700.00

RECEIVED

FEB 03 2026

CORN STATES METAL

*Terms are Net 30. If not paid within terms, late payment fees, interest charges, cost of collections and attorney fees can be imposed on the unpaid balance based on the maximum amount allowed by state and local law.
 **It is your responsibility to provide valid tax-exempt forms at the time of order. If we have not received valid forms by the time of billing that confirms your legal entity and/or job is exempt from sales tax, we are legally required to charge sales tax and remit to the taxing authority. As a result, you are responsible and expected to pay us the amount of sales tax shown on the invoice.

Date Rec. 2/13/26
 P.O. No. 8502-18666
 RDG #2

Payment Due by	02-28-2026	Subtotal	19,700.00
BILLING QUESTIONS TO ACCOUNTING-IA@MECHSALES.COM		Tax	
		Total Amount Due	19,700.00



Grinnell WTP
 Grinnell, IA
 Job Number: 18666

Property of:
 City of Grinnell, IA

672Z
 KFL



BIG ASS FANS

INDUSTRIAL CEILING FAN | VENTILATEUR DE PLAFOND INDUSTRIEL | VENTILADOR DE TECHO INDUSTRIAL

Assembled in USA with Foreign and Domestic Components
 Assemblé aux États-Unis avec les composants étrangers et nationaux
 Armado en EE.UU. con componentes extranjeros y nacionales

2348 Innovation Drive, Lexington, KY 40508, USA



BIG ASS FANS

INDUSTRIAL CEILING FAN | VENTILATEUR DE PLAFOND INDUSTRIEL | VENTILADOR DE TECHO INDUSTRIAL

Assembled in USA with Foreign and Domestic Components
 Assemblé aux États-Unis avec les composants étrangers et nationaux
 Armado en EE.UU. con componentes extranjeros y nacionales

2348 Innovation Drive, Lexington, KY 40508, USA



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

2/24/2026

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

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

PROPERTY INFORMATION

LOCATION/DESCRIPTION Materials stored at Insured's warehouse
--

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

COVERAGE INFORMATION

PERILS INSURED BASIC BROAD SPECIAL

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


REMARKS (Including Special Conditions)

E:Stored Materials for the Grinnell Water Treatment Plant Improvements project stored at Van Maanen Warehouse, which is located at 500 Iowa Speedway Drive Newton, IA 50208. Materials being stored valued at \$184,569.00.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Wendler 1648 T Ave South Amana, IA 52334	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



INVOICE		
DATE	NUMBER	PAGE
1/29/2026	044562	1 of 1

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

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

ATTENTION:

TEVANS@VANMAANENELECTRIC.COM

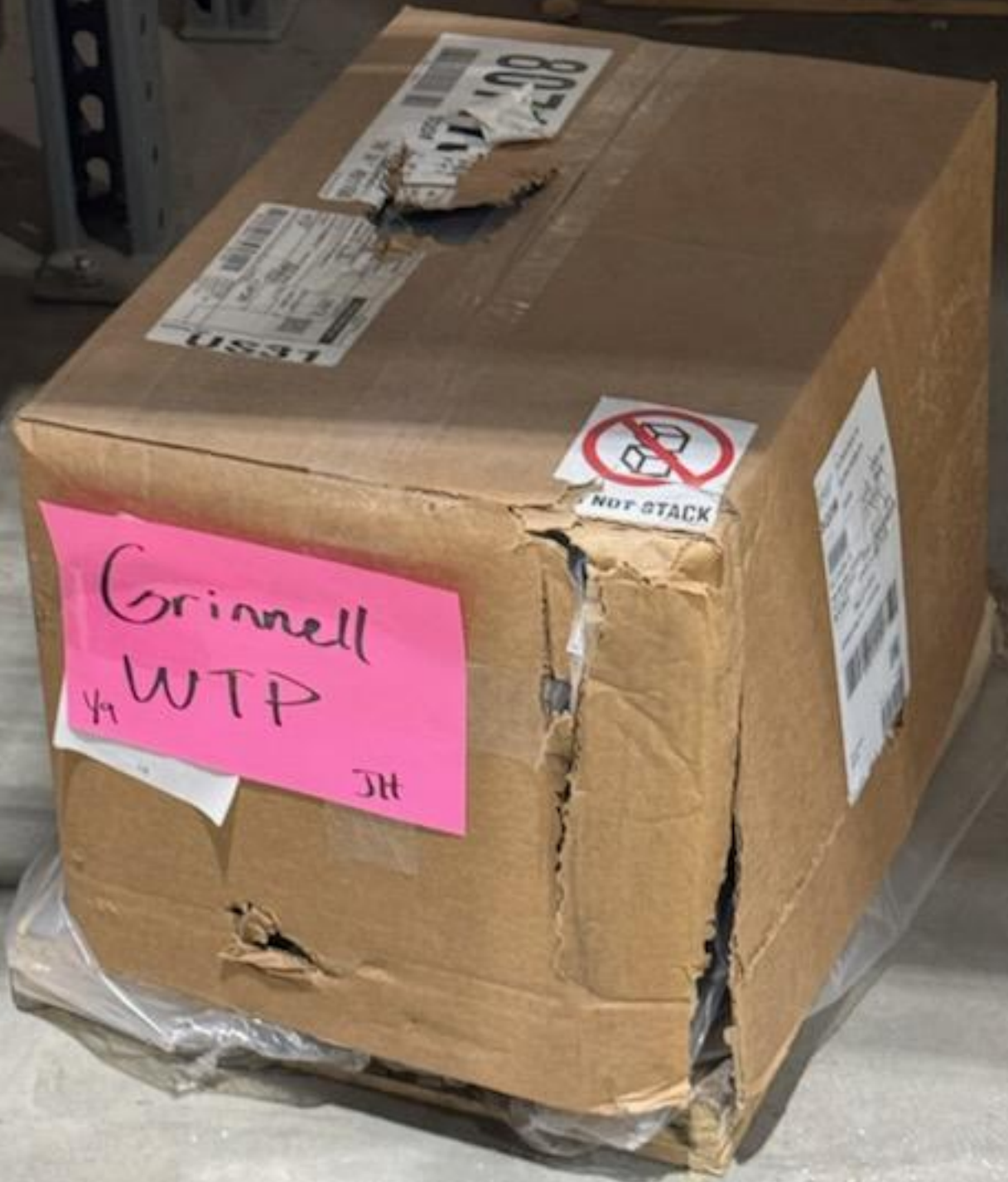
CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE	TERMS
2655	0250006	CITY OF GRINNELL, WATER SYSTEM IMPROVEMENTS 2023	RJM/SMB	3E, UPS, FEDEX	NET 30 DAYS

QUANTITY	PART NO.	DESCRIPTION
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1.00	20250006N	CHEMICAL SYS LOCAL ALARM HORNS (QUANTITY 2) COMPLETE WITH (QUANTITY 2) BACK BOXES.
1.00	20250006O	CHEM SYS LOCAL ALARM STROBES (QUANTITY 2)
1.00	20250006R1	VENT. SYSTEM CONTROL STATIONS (QUANTITY 2)
1.00	20250006AD	METER SOCKET
1.00	20250006AH2	DISCONNECT SWITCHES - DS-2
1.00	20250006AH3	DISCONNECT SWITCHES - DS-3
1.00	20250006AH5	DISCONNECT SWITCHES - DS-5
1.00	20250006AI	MANUAL MOTOR STARTER (QUANTITY 2) COMPLETE WITH (4) 3/4" HUBS AND (6) TRS10R FUSES.

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

This Invoice, and delivery of all goods and services described herein, are subject to and governed by solely (i) the Master Terms and Conditions of Sale available at www.automaticsystemsco.com/master-tcs , and (ii) the Supplemental Seller T&Cs available at www.automaticsystemsco.com/supplemental-seller-tcs . *TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE *A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE *CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 5% CHARGE	SUBTOTAL:	\$29,960.00
	TAX:	\$0.00
	TOTAL:	\$29,960.00



Grinnell
WTP
49 JH


NO STACK



Grinnell
K/TP

PACKING LIST ENCLOSED

Grinnell
WTP

PACKING LIST ENCLOSED



166
Treatment Plant

166
Treatment Plant



30
VinylPaint

00/111

00/111

00/111

00/111

00/111



Great left

Great left

Great left

Barcode labels

INVOICE# 241017APR2-3

Remit To:

INNOVATIVE ENGINEERED EQUIPMENT

107 West Lexington
 Independence, MO 64050
 Phn: 816-888-9541

Purchase Order Number	
PO-1445-001	
Date	Page
2/3/2026	1 of 1

Sold To:

Wendler Inc. (WRH)
 Attn: Accounts Payable
 apinvoices@wendlerinc.com

Ship To:

Grinnell WTP
 703 Broad St.
 Grinnell, Iowa 50112
 Contact #1: Joe Smith 319-521-4011
 Contact #2: Colton Singbeil 319-721-8991

Project Name:	Due Date	Ship Via:
Grinnell IA WTP Improvements 2023 (AIS)	3/5/26	Best Way

Item	Qty	Size		<u>Unit</u>	<u>Ext</u>
6	1	4"	Ross 4" Pressure Relief Valve, Model 70SWR, AIS Compliant, ANSI Class 150# Flanges, Ductile Iron Body & Cover, Bronze Internals, 304 Stainless Steel Stem, 316 Stainless Steel Body Seat Ring, EPDM Disc Seat Ring, Angle Full-Ported Piston Style Construction, Internal/External NSF 61 Coating on all Ferrous Surfaces. Approximate Shipping Weight: 200 lbs. Includes: Oil (Mobil) # EAL-224H in 1 Quart Container S/N: L25284	\$12,150.00	\$12,150.00

FREIGHT: SAIA Pro# 771228611805, shipped 1/28/2026

TOTAL = \$12,150.00

If you have any questions please contact Tom@inoeng.com or call 816-888-9541.

Purchase Order Terms:

1. 100% Net 30 Days.
2. Interest Charge of 2% per month on all payments in excess of 30 days, starting on due date.



WesTech Engineering, LLC
 PO Box 65068
 Salt Lake City, UT 84165-0068
 Tel: (801) 265-1000
 ar@westechwater.com

Invoice No.: S-INV105720
Invoice Date: February 19, 2026
Customer PO No.: PO-1445-009
Customer Account No.: C09880
Payment Terms: Net 30 Days

INVOICE

Bill To: WRH, INC
 PO Box 256
 Amana, IA 52203
 USA

Ship To: WRH, INC
 702 Main Street
 General Delivery
 Grinnell, IA 50112-9999
 US

No.	Description	Job/SO#	Opp No.	Quantity	Unit Price Excl. Tax	Line Amount Excl. Tax
002-EQUIP	INVOICE: 80% UPON DELIVERY - LOOSE FILL MEDIA BROKEN OUT FOR LATER DELIVERY	M-100738-01	1630580	0.78	\$214,500.00	\$167,310.00

WesTech Engineering, LLC	ACH Payments	Subtotal	\$167,310.00
C/O Wells Fargo Bank	Account No.: 4945003200	Taxes	\$0.00
Salt Lake City, UT 84111	ABA Routing No.: 121000248	Total (USD)	\$167,310.00
	SWIFT/BIC Code: WFBUS6S		

If payment is not received within the payment terms, any overdue and unpaid balances will be charged an interest rate of 1 1/2% per month, annualized at 18%, charged daily until the balance is paid in full. Customer agrees to pay all cost and expenses, including reasonable attorney's fees and court costs incurred in event of default in compliance with terms. Any invoices paid by credit card will be charged a credit card processing fee up to the allowable limit, where state law allows.