



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR  
SESSION MEETING  
MONDAY, APRIL 6, 2026, AT 5:30 PM  
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND  
VIA ZOOM  
HTTPS://ZOOM.US/J/94257085918?PWD=HABITS9CVSNRJJSSRRWOAB  
9JZNQXL8T.1

MEETING ID: 942 5708 5918  
PASSCODE: 229633

TENTATIVE AGENDA

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**A. Roll Call:**

**B. Perfecting and Approval of Agenda:**

**C. Committee Business:**

1. Consider approval of a Purchase Agreement with Electric Pump in the amount of \$26,175.00
2. Consider approval of a Immediate Safety Enhancement (ISE) Program Agreement with the Iowa Department of Transportation.
3. Consider approval of a resolution awarding contract for the 16th Avenue HMA Paving Improvement Project to InRoads, LLC. of Des Moines, Iowa in the amount of \$449,563.00. (See Resolution No. 2026-32)
4. Consider approval of a resolution adopting the plans and specifications, and the proposed form of contract for the 2026 Seal Coat Project. (See Resolution No. 2026-33)
5. Consider approval of a resolution approving contract amendment No. 1 to Work Order No. 5 Agreement for Professional Services with Bolton & Menk, Inc. for the FAA portion of the Reconstruction Apron Project at the Grinnell Airport. (See Resolution No. 2026-34)
6. Consider approval of a resolution approving contract amendment No. 2 to Work Order No. 5 Agreement for Professional Services with Bolton & Menk, Inc. for the Iowa DOT portion of the Reconstruction Apron Project at the Grinnell Airport. (See Resolution No. 2026-35)
7. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 13, in the amount of \$42,884.52 to Caldwell Tanks, Inc. for the South Water Tower Project. (See Resolution No. 2026-36)
8. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 4, in the amount of \$63,891.45 to Caliber Concrete for the

*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](mailto:adevig@grinnelliowa.gov), no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.*

1

Veterans Memorial Monument and Plaza Project. (See Resolution No. 2026-37)

9. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 1, in the amount of \$76,342.88 to Shift General Contracting for the 4th Avenue Reconstruction Project (2026). (See Resolution No. 2026-38)
10. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 13, in the amount of \$843,846.39 to WRH, Inc. for the Water Treatment Plant Project. (See Resolution No. 2026-39)
11. Consider approval of a resolution approving Change Order No. 5 for the Water Treatment Plant Project in the amount of \$11,180.67 with WRH, Inc. (See Resolution No. 2026-40)

**D. Inquiries: Public Comment**

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

**E. Adjourn:**

*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](mailto: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.*



4280 E. 14<sup>th</sup> St.  
Des Moines, IA 50313  
Office: 515-265-2222  
Toll Free: 800-383-7867  
Fax: 515-265-8079

201 4th Ave SW  
New Prague, MN 56071  
Office: 952-758-6600  
Toll Free: 800-536-5394  
Fax: 952-758-7778

TO: City of Grinnell, IA / Daniel Ramos / 641-236-6302  
REF: WWTF Mixers  
DATE: August 21, 2025  
SCOPE: Furnish and Install two (2) Flygt Mixers to replace existing Wilo Mixers. We will reuse the existing Wilo masts and lifting cable assemblies.

**Submersible Mixers & Accessories**

**Anaerobic Mixer**

- One (1) Flygt 4640 submersible mixer complete with the following:
  - 4hp, 460V, 3phase, 60Hz, motor
  - **6-degree** 316 SS propeller (**510N Thrust**) 855RPM
  - 304SS mixer construction
  - 50' power cable w/ (2) power cable support clips
  - Slide bracket for use with existing 4"x4" mast
  - Flygt Mini-Cas for pump monitoring (*to be mounted in a control panel*)

One (1) Lot of freight, trip, travel, installation and startup services included

**Anaerobic Mixer Total Selling Price: \$26,175.00 plus tax**

**Anoxic Mixer**

- One (1) Flygt 4640 submersible mixer complete with the following:
  - 4hp, 460V, 3phase, 60Hz, motor
  - **9-degree** 316 SS propeller (**700N Thrust**) 855RPM
  - 304SS mixer construction
  - 50' power cable w/ (2) power cable support clips
  - Slide bracket for use with existing 4"x4" mast
  - Flygt Mini-Cas for pump monitoring (*to be mounted in a control panel*)

One (1) Lot of freight, trip, travel, installation and startup services included

**Anoxic Mixer Total Selling Price: \$26,175.00 plus tax**

**Note the following:**

- **Current Estimated Lead Time: 10 – 14 weeks ARO**
- Control Panels, Mast Systems, Anchor bolts, Cranes, Hoists, Junction Box, Piping, Conduit, Dewatering, Tank Cleaning, and anything that's not specifically mentioned in this proposal are the responsibility of others

Thank you for your consideration,

Brian Frost (515) 710-9140  
cc: Taylor Musselman (515) 265-2222

## Purchase Agreement:

\*\*Ship to Address:

ATTN: \_\_\_\_\_

Tagging Instructions: \_\_\_\_\_

### **Note the following:**

- Return this purchase agreement to Taylor Musselman at [tmusselman@electricpump.com](mailto:tmusselman@electricpump.com) or via fax (515) 265-8079

Payment: Net 30 Days – Retainage upon completion

We are pleased to make the following offer to sell the listed Merchandise which is firm for (30) thirty days from the above date and is automatically withdrawn thereafter without any further notice.

1. Signing and returning this document to Electric Pump's office in Des Moines, IA may accept this offer.
2. This offer and acceptance constitute the entire Agreement between the parties and may be modified only by a writing signed by both parties.
3. The prices quoted for equipment are valid for (30) thirty days. If the quote includes start up services and it is scheduled by the request of the buyer for a time other than Monday through Friday 8:00 to 5:00 additional charges will be due.
4. Payment terms are NET 30 (thirty days) after the mailing of seller's invoice.
5. Delivery terms are F.O.B. Place of Shipment. Seller agrees to put the merchandise in the possession of the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify the Buyer of shipment. After seller has delivered the merchandise to the carrier, the risk of loss of the merchandise will be borne by the Buyer. The prices quoted herein include transportation charges based on existing truckload rates, any change in delivery rates existing at the time of delivery will be billed to your account. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery.
6. Sales and use tax are not included.
7. Buyer shall notify seller in writing at Seller's place of business as shown on the reverse side of this page, within twenty (20) days of receipt of merchandise, or any complaint whatsoever buyer may have concerning such merchandise. Failure to give such notice shall constitute a waiver by Buyer of all claims in respect to such goods.
8. If notice of complaints is provided within twenty (20) days of Buyer's receipt of the merchandise, Seller agrees to inspect the merchandise at Seller's place of business during Seller's normal business hours and days. Upon inspection, if the merchandise is determined to be defective in material or workmanship, Seller, at Seller's option, shall repair or replace said merchandise at no cost to Buyer, or Seller may refund the purchase price. If the examined merchandise is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off-location will be charged to Buyer.
9. Seller will have no further warranty obligation under this Agreement if the Equipment is subjected to abuse, misuse, negligence or accident or if buyer fails to perform any of its duties set forth in Paragraphs 8 and 9.
10. THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY THE SELLER REGARDING THIS PURCHASE. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING HEREIN

CONTAINED SHALL LIMIT BUYER'S RIGHTS AGAINST THE MANUFACTURER, WITH RESPECT TO MANUFACTURER'S WARRANTIES, IF ANY.

11. WARRANTY REPAIRS (which fall under the manufacturer's warranty, if any) ARE F.O.B. ELECTRIC PUMP, INC. SERVICE LOCATION. ELECTRIC PUMP, INC. WILL NOT ASSUME ANY EXTENDED WARRANTIES UNLESS APPROVED BY PRIOR WRITTEN CONSENT. THIS INCLUDES SERVICE CALLS TO JOB SITES ON PRODUCT COVERED DURING THE WARRANTY PERIOD. PLEASE REFER TO THE ATTACHED PRODUCT WARRANTY STATEMENT FOR CLARIFICATION.
12. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MERCHANDISE IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE-YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Any dispute or disputes arising between the parties hereunder, insofar as the same cannot be settled by friendly agreement, shall be litigated only in The Iowa District Court for Polk County, in Des Moines, Iowa. Seller also has the right to commence an action against the Buyer in the County of the Buyer's principal place of business.

\*\*\*We need a hard copy of this agreement and/or a Purchase Order to start the submittal process. \*\*\*\*\*

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Purchase Order Amount \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\*\*A signed copy of this must be returned with your P.O.

Is Project Taxable? Y or N, if No a tax exempt form must be supplied for our records

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR  
IMMEDIATE SAFETY ENHANCEMENT (ISE) PROGRAM**

PROJECT NUMBER: 9I26GGI140

CONTRACT NUMBER: 9680

This is an agreement between the City of Grinnell (hereinafter referred to as SPONSOR) and the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) for the purpose of funding Immediate Safety Enhancements at the Grinnell Regional Airport. Pursuant to the terms of this agreement, applicable statutes, administrative rules, and program guidelines, the Iowa DOT agrees to provide authorized funding to the SPONSOR for the following project:

Replacement and installation of new regulator for lighting at the airport.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The SPONSOR shall be the lead local agency for carrying out the provisions of this agreement, will follow all applicable statutes and administrative rules, and is responsible to complete the project as specified.
2. The Iowa DOT agrees to reimburse the Sponsor up to 70% of eligible project costs, not to exceed the maximum amount of \$10,000 incurred according to the terms of this agreement. Reimbursements will be made in whole dollar amounts only, rounded down.
3. The Iowa DOT shall determine what costs are eligible for reimbursement. Only costs incurred after authorization from the Iowa DOT are eligible. All other costs, including costs above the maximum amount in this agreement, are the responsibility of the Sponsor.
4. The SPONSOR shall complete and submit the Claim for Reimbursement form to the Iowa DOT, along with copies of the invoices and proof of payment, within six months after this agreement has been signed by the SPONSOR and the Iowa DOT.
5. All notices required under this agreement shall be made in writing to the Iowa DOT and the SPONSOR's contact person. The Iowa DOT's contact shall be the Modal Transportation Bureau-Aviation (515/239-1468). The SPONSOR's contact person shall be Russ Behrens.
6. This agreement is not assignable without the prior written consent of the Iowa DOT.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
9. The SPONSOR shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under any program or activity for which the SPONSOR receives state funds from the Iowa DOT.

- 10. The Iowa DOT’s obligation hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT’s obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of any termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding for this program. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 11. This agreement constitutes the entire agreement between the Iowa DOT and the SPONSOR concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the Iowa DOT and the SPONSOR.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

SPONSOR:

ATTEST: (for SPONSOR)

Signed \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_ Date \_\_\_\_\_

Tammy Nicholson, PE  
Director  
Modal Transportation Bureau

**RESOLUTION NO. 2026-32**

**RESOLUTION AWARDING CONTRACT FOR THE 16<sup>TH</sup> AVENUE HMA PAVING IMPROVEMENT PROJECT.**

WHEREAS, the following bid for the construction of certain improvements described in general as the 16<sup>th</sup> Avenue HMA Paving Improvement Project is hereby accepted, the same being the lowest responsible bid for the said work, as follows:

1) 16<sup>TH</sup> AVENUE HMA PAVING IMPROVEMENT PROJECT

CONTRACTOR: InRoads, LLC  
Des Moines, IA

AMOUNT OF BID: \$449,563.00

PORTION OF PROJECT: All

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to execute a contract with the Contractor for the construction of the said 16<sup>th</sup> Avenue HMA Paving Improvement Project.

Passed and approved this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Sam Cox, Mayor

ATTEST:

\_\_\_\_\_  
Alyssa Devig, City Clerk/Finance Director



**VEENSTRA & KIMM INC.**

6775 Vista Drive  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

April 2, 2026

InRoads, LLC  
4761 NE 20<sup>th</sup> Lane  
Des Moines, IA 50313

GRINNELL, IOWA  
16<sup>TH</sup> AVENUE HMA PAVING IMPROVEMENT  
AWARD OF CONTRACT  
CONTRACT AND BONDS

Enclosed are three copies each of the Contract and Bond for the 16<sup>th</sup> Avenue HMA Paving Improvement project which the City of Grinnell, Iowa will award to your company on Monday, April 6, 2026. The contract was awarded to InRoads, LLC for your bid of \$449,563.

Please sign all copies of the Contract and attest the signature as provided for on page 2. Note that the Contract is dated April 6, 2026.

Execute all copies of the Bond as provided for on page 2. This instruction applies to the person signing on behalf of the Surety as well. Attach to each copy of the Bond a current power of attorney for the person signing on behalf of the Surety.

Please furnish three copies each of the necessary certificates of insurance made in favor of the City of Grinnell showing compliance with the insurance requirements set out in the specifications.

After signing, return all copies to Veenstra & Kimm, Inc. for further processing. A complete set of the contract documents will be returned to you following processing.

InRoads, LLC  
April 2, 2026  
Page 2

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or [groth@v-k.net](mailto:groth@v-k.net).

VEENSTRA & KIMM, INC.



Greg Roth

GJR:paj  
288191

Enclosure

Cc: Alyssa Devig, City of Grinnell

CONTRACT

THIS AGREEMENT, made and entered into this 6th day of April, 2026, by and between the City of Grinnell, Iowa, party of the first part, hereinafter referred to as the "Owner", and InRoads, LLC, 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 16<sup>th</sup> 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:

16<sup>th</sup> AVENUE HMA PAVING IMPROVEMENTS

16<sup>th</sup> 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: Four Hundred Forty-Nine Thousand Five Hundred Sixty-Three and 00/100 Dollars (\$449,563.00) 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**

InRoads, LLC

\_\_\_\_\_

Mayor

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Title \_\_\_\_\_

C-2

288191

BOND

KNOW ALL MEN: That we, InRoads, LLC of Des Moines, Iowa, 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 Four Hundred Forty-Nine Thousand Five Hundred Sixty-Three and 00/100 Dollars (\$449,563.00) 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 April 6, 2026, entered into a Contract with the Owner for 16<sup>th</sup> 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:

InRoads, LLC  
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

**RESOLUTION NO. 2026-33**

**RESOLUTION ADOPTING PLANS AND SPECIFICATIONS AND PROPOSED FORM OF CONTRACT FOR THE 2026 SEAL COAT PROJECT FOR THE CITY OF GRINNELL, IOWA.**

WHEREAS, on the 16<sup>th</sup> day of March 2026 plans, specifications, and form of contract were filed for the 2026 Seal Coat 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 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Sam Cox, Mayor

Attest:

\_\_\_\_\_  
Alyssa Devig, City Clerk/Finance Director

**CITY OF GRINNELL**

**SPECIFICATIONS AND  
CONTRACT DOCUMENTS**

**FOR**

**2026 SEAL COAT  
PROJECT**

**Prepared By:**

**City of Grinnell, Iowa**

**24 February 2026**

**Copy Number**

\_\_\_\_\_

**DIVISION A**

**GENERAL DOCUMENTS**

## SECTION A-002 – TABLE OF CONTENTS

### DIVISION A - GENERAL DOCUMENTS

SECTION 001 TITLE PAGE	A-001-1
SECTION 002 TABLE OF CONTENTS	A-002-1
SECTION 003 NOTICE OF HEARING AND LETTING	A-003-1 THRU 2
SECTION 004 INFORMATION TO BIDDERS	A-004-1 THRU 4
SECTION 005 FORM OF PROPOSAL	A-005-1 THRU 4
SECTION 006 NOTICE OF AWARD	A-006-1
SECTION 007 AGREEMENT	A-007-1 THRU 3
SECTION 008 FORM OF BID BOND	A-008-1 THRU 2
SECTION 009 FORM OF PERFORMANCE AND PAYMENT BOND	A-009-1 THRU 2
SECTION 010 NOTICE TO PROCEED	A-010-1
SECTION 011 PAYMENT REQUEST FORM	A-011-1

### DIVISION B – GENERAL CONDITIONS OF THE CONTRACT

SECTION 001 CONTENTS AND DEFINITIONS	B-001-1 THRU 3
SECTION 002 INTERPRETATIONS	B-002-1 THRU 3
SECTION 003 CONTROL OF MATERIALS AND WORK	B-003-1 THRU 7
SECTION 004 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	B-004-1 THRU 8
SECTION 005 MEASUREMENT AND PAYMENT	B-005-1 THRU 2
SECTION 006 TIME OF COMPLETION	B-006-1

### DIVISION C – TECHNICAL PROVISIONS

SUBDIVISION C.1 – <u>BITUMINOUS SEAL COAT</u>	
SECTION 001 GENERAL SPECIFICATIONS	C.1-001-1
SECTION 002 TECHNICAL SPECIFICATIONS	C.1-002-1 THRU 2
SECTION 003 MATERIAL SPECIFICATIONS	C.1-003-1

**END OF SECTION A-002**

**SECTION A-003 – NOTICE OF HEARING AND LETTING****PUBLIC HEARING****NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE 2026 SEAL COAT PROJECT IN THE CITY OF GRINNELL, IOWA, AND NOTICE TO BIDDERS FOR THE TAKING OF BIDS FOR SAID IMPROVEMENTS.**

Notice is hereby given that a public hearing will be held by the City Council of Grinnell, Iowa on April 6, 2026 at 7:00 P.M., in the Council Chambers on the second floor of the City Hall, 520 4th Avenue, Grinnell, Iowa 50112, on the plans, specifications, and proposed form of contract for street improvements and work incidental thereto as described in the plans and specifications therefore now on file in the office of the City Clerk. At said hearing, any interested person may appear and file objections thereto or to the cost of said construction.

Sealed proposals will be received at City Hall of the city of Grinnell, Iowa 520 4th Avenue, Grinnell, Iowa 50112, until 1:30 P.M., on April 16, 2026 for the 2026 Seal Coat Project as described in plans and specifications therefore now on file at the City Hall. Said proposals will be opened at a public meeting, to be held at 1:30 P.M., April 16, 2026 in the council chambers on the 2nd floor of City Hall, 520 4<sup>th</sup> Avenue. Said proposals will be acted upon by the City Council at the hearing, which is to be held at 7:00 P.M., on April 20, 2026.

The extent of the work involved is the furnishing of the supervision, equipment, labor, necessary services and material for the street improvements and related work located on the streets located in the City of Grinnell as shown on the 2026 Seal Coat Project map.

Each proposal shall be submitted on a blank proposal form as provided by the City and must be accompanied in a separate sealed envelope by a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the Laws of the United States of America, or a certified share draft drawn on a Credit Union in Iowa or chartered under the Laws of the United States of America, or a bid bond, in an amount equal to five percent (5%) of the proposal. The bid security shall be made payable to the Treasurer of the City of Grinnell, Iowa. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract or to post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said work. Bid security of the lowest two or more bidders may be retained until a contract is awarded or rejection is made. Other bid security will be returned after the canvas and tabulation of bids is completed and reported to the City Council.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa and preference will be given to Iowa domestic labor in the said construction.

The successful bidder will be required to furnish a bond in the 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 in the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the maintenance of the construction for a period of ONE (1) year from and after its completion and acceptance by the City.

All work under the proposed contract shall not be started before April 20, 2026 and shall be completed no later than June 15, 2026

The plans, specifications, and proposed contract documents may be examined at the office of the City Clerk. Copies of said plans and specifications and Form of Proposal blanks may be secured at the office of the City Clerk, Grinnell, Iowa.

The City reserves the right to reject any and all proposals, waive technicalities and irregularities and to accept any proposal, which, in the opinion of the City Council, is deemed to be in the best interest of the City.

**END OF SECTION A-003**

## SECTION A-004 – INFORMATION FOR BIDDERS

### 1. CONTRACT DOCUMENTS.

The Contract Documents are those listed as such in Article Six (6) of the Agreement, included herewith. Bidders must examine each of the Contract Documents, must visit the location of the work, and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work.

### 2. DATE AND PLACE FOR OPENING PROPOSALS.

Pursuant to the “Advertisement,” proposals for performing the work shall be enclosed in a sealed envelope addressed to: City Clerk, City of Grinnell, Iowa, and endorsed:

PROPOSAL  
2026 SEAL COAT PROJECT

Proposals shall be delivered to the City Offices, Grinnell, Iowa, until 1:30 P.M April 16, 2026 at which time and place such proposals will be opened, read, and tabulated for presentation to the City Council as stated in the “Advertisement.” The City Council will act on the proposals as stated in the “Advertisement” or at such later time as may be fixed.

### 3. PREPARATION OF PROPOSAL.

The proposal shall be legibly prepared with ink or typed on the blank Form of Proposal furnished by the City. THE FORM OF PROPOSAL BOUND IN THESE SPECIFICATIONS SHALL NOT BE USED FOR BIDDING. The bidder shall properly fill in all blank spaces provided in the proposal form, except for alternate items, on which the bidder is not required to bid. The unit price or lump sum bid shall be once stated in both words and figures, unless official proposal form does not provide for a place to write out price in words. The bidder shall specify a unit price for each of the separate items listed, except where a lump sum bid is called for. The bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose and the sum for which the proposed work will be done. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered, it shall be crossed out in ink, the new unit price or lump sum bid entered above or below it and initialed in ink by the bidder. If there is a discrepancy between the amount written in words and amount in figures, the amount written in words shall control. The bidder, or a legally authorized agent, with the bidder’s full name and business address shall sign the Proposal. No bidder shall submit a proposal under an assumed title.

The bidder shall review the drawings and specifications of the project, and all other Contract Documents of same, and shall make a site inspection and be familiar with site conditions such

as accessibility, slopes, utilities, and any other conditions relevant to the construction of the project, prior to submitting a proposal. If any discrepancies between the drawings, specifications, other Contract Documents, and the site arise, the bidder shall ask for written clarification from the City before submitting a proposal. If the bidder feels there has been an omission in the drawings, specifications, or other Contract Documents, it shall be the bidder's responsibility to raise such opinions to the City Engineer, and the City shall reply to it before the bidder submits any proposal. The bidder shall be responsible for any damage or complications resulting from any neglect or failure to comply with this section. If the Bidder is awarded the contract, the Bidder (now the Contractor) shall be responsible for any damage or complications resulting from any neglect or failure to comply with this section throughout the construction process.

#### 4. **DESIGNATED SALES TAX EXEMPT ENTITY.**

The City of Grinnell is a designed exempt entity. Designated exempt entities awarding construction contracts on or after January 1, 2003, may issue special exemption certificates to contractors and subcontractors allowing them to purchase or to withdraw from inventory construction materials for the contract free from sales tax.

The City of Grinnell is hereby notifying all potential bidders to submit their bids WITHOUT sales tax included. This policy will lower the dollar amount of the bid and the Contractor will not be required to provide Contractor Statements after the project is completed. The following steps will be used to complete this process:

- A. Designated exempt entities will register contracts, including information on contractors and subcontractors, through an online application developed by the Iowa Department of Revenue.
- B. Designated exempt entities will provide each contractor/subcontractor with an exemption certificate/authorization letter developed exclusively for this purpose. These will be printed directly from the online application. The letter/certificate can be obtained only through this application.
- C. Contractors and subcontractors will give a copy of the certificate to each of their material suppliers. This allows them to purchase building materials for the contract free from sales tax.
- D. Suppliers should retain this certificate in their records for at least three years.

#### 5. **OMMISSIONS AND DISCREPANCIES.**

Should a bidder find discrepancies in, or omissions from, the drawings or Contract Documents, or should be in doubt as to their meaning, the bidder shall at once notify the City, who may send a written instruction to all bidders.

**6. ACCEPTANCE OR REJECTION OF PROPOSALS.**

The City of Grinnell reserves the right to reject any or all bids, waive informalities, or accept any bid it may deem best.

**7. CERTIFIED CHECK.**

A certified check or bid bond acceptable must accompany each bid to the City of Grinnell, in an amount of five percent (5%) of the bid amount. Checks shall be made payable to the order of the City Treasurer, such check to be returned to the bidder unless forfeited under the conditions herein stipulated. All such deposits, including that of the successful bidder, shall be returned to the bidders after execution of the project, or in case all bids are rejected, after such rejection.

**8. ACCEPTANCE OF PROPOSALS AND ITS EFFECTS.**

The City Council will act upon the proposals within ten (10) days after the bid opening date. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the City of Grinnell, and no other act shall constitute the acceptance of a Proposal. Such acceptance shall bind the successful bidder to execute the Contract and to be responsible for liquidated damages for failure to execute, as provided in Paragraph Eight (8) below. The rights and obligations provided for the Contract shall become effective and binding upon the parties only with its formal execution.

**9. SUBSTITUTIONS.**

All items of material or equipment proposed by the Contractor as equal substitutions for items of material or equipment, which is specified, shall be equal in every respect to the quality, quantity, performance, color, finish, gauge, and size of that item which has been used as a basis of quality. When certain manufacturer's equipment is given as a standard of quality, than all accessories that are standard on that item of equipment must be furnished even though the accessories may not be standard on some substituted equipment of another manufacturer.

The Engineer shall be the sole and final judge as to the suitability of substituted items. The Contractor shall furnish and install the specified items when proposed substitutions are not accepted. The entire cost of all changes, of any type, necessitated by substitutions of specified material or equipment shall be borne by the Contractor making the substitution. The successful Bidder shall, within fourteen (14) days after receiving the Notice to Proceed, submit to the Engineer a complete list of items and material and equipment the Bidder is proposing to use on this Contract. The list shall be complete with manufacturer's names, size, and types. Equipment orders shall not be placed until shop drawings have been reviewed. Four (4) copies of the list shall be furnished; one of which will be returned with the Engineer's comments. Where materials in the submittal differ from those specified, complete data shall be furnished to the Engineer as listed below. Requests will be considered only if they comply

with all of the following requirements. Complete technical data, including lab reports, if applicable, must be submitted. The differences, including operation, physical dimensions, etc., between proposed products and specified products shall be fully explained. Complete information shall be submitted in regard to any changes required on the drawings or specifications for related work. Any difficulties, delays, or additional expenses, which arise from changes due to substitutions, shall be the responsibility of the Contractor. Items furnished under any “OR Equal” clause will be considered substitutions and, to the extent required by the Engineer, must comply with this article.

**10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE.**

Any bidder whose proposal shall be accepted will appear at the office of the City Clerk of the City of Grinnell, Iowa, in person, or, if a firm or corporation, a duly authorized representative shall so appear, to present the required bonds, and proof of insurance, and to execute the contract within ten (10) days after notice that the contract has been awarded. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

**11. TIME FOR COMPLETION OF WORK.**

The contractor shall complete the work by the date stated in the “Advertisement.” Attention is respectfully called to the provisions for liquidated damages and other actual damages as set out in Article Two (2) of the Agreement. Completion time is subject to extensions as provided in the “General Conditions.”

**12. INTERPRETATIONS AND ADDENDA.**

No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the City Engineer.

**13. POSTPONEMENT OF BID OPENING.**

The City Council reserves the right to postpone the date for presentation and opening of proposals and will give registered mail, facsimile transmittal, or telegraphic notice of any such postponement to each prospective bidder.

**END OF SECTION A-004**

**A-005 FORM OF PROPOSAL**

**DO NOT REMOVE FROM THIS BOOK**

**PROPOSAL OF:** \_\_\_\_\_

**TO:** \_\_\_\_\_

City Council:

The undersigned bidder has carefully examined an official copy of the Contract Documents prepared for the above noted project, which documents are referred to in the “Information to Bidders,” and has also examined the site of the work, and this proposal is submitted in accordance with the acceptance of such conditions and requirements and with applicable laws and ordinances.

The undersigned bidder will provide all the necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work, and furnish all the materials called for in the contract documents, in the manner prescribed therein, and in accordance with the requirements of the City for a total consideration based on the lump sum figures and/or unit prices stated in the bid schedule below.

The undersigned bidder also agrees as follows if the City as a basis accepts this Proposal for a Contract:

- (1) To do any extra work, not covered by the schedule of prices offered herein, which may be ordered by the City, and to accept as full compensation therefore such prices as may be agreed in writing by the City and the undersigned in accordance with the “General Conditions.”
- (2) To sign the prescribed Form of Contract and furnish the required Owner’s Performance Bond and file evidence of compliance with insurance requirements

within ten (10) days after acceptance of this Proposal or forfeit the proposal guarantee submitted herewith. To finish and complete work on or before the date specified in the “Notice of Hearing and Letting.”

- (3) To pay the City as fixed and liquidated damages \$100.00 for each and every calendar day elapsing after the specified completion date and before actual completion of the work to a degree acceptable to the City.
- (4) To reimburse the City, by a reduction of the final payment due the Contractor, an amount equal to the charges made for engineering services incurred because of continuance of the work beyond the specified completion date.
- (5) To accept as full payment for the completed work an amount based on prices offered herein and on the actual measured work completed and subject to prescribed adjustments due to changes officially ordered during the progress of the work.

The undersigned bidder understands that the City Council may reject any or all proposals, waive irregularities, or accept any bid, which in the opinion of the City Council is deemed to be in the best interest of the City.

The undersigned bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease, at the unit prices stated in the following schedule.

The receipt of addendum number \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ are hereby acknowledged.

**BID SCHEDULE - STREETS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>1.</b>	<b>BINDER BITUMEN ASPHALT MC3000 SINGLE COAT</b>	<b>21,139</b>	<b>SQ YDS</b>		
<b>2.</b>	<b>Grind and Relay Asphalt MC3000 Double Coat</b>	<b>5635</b>	<b>SQ YDS</b>		
	<b>TOTAL AMOUNT</b>				

A certified check or bid bond in the sum of five percent (5%) of the total price accompanies this proposal under separate cover and it its hereby agreed that in case of failure on the part of the undersigned to execute the contract and give satisfactory surety bond within ten (10) days after the acceptance of this proposal, said certified check or bid bond shall be forfeited to the City as liquidated damages for such failure, otherwise the certified check or bid bond shall be returned to the undersigned.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
(If the bidder is an individual, partnership, or non-incorporated organization, sign and complete the following:)

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

By \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Names and Addresses of members of the Firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If the bidder is a corporation, sign and complete the following:)

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

By \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name of Officers: President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**END OF SECTION A-005**

**SECTION A-006 - NOTICE OF AWARD**

To: \_\_\_\_\_  
ATTN:

The City Council of the City of Grinnell, Iowa has considered the proposal submitted by you on April 16, 2026 in the City of Grinnell, Iowa.

It appears that it is to the best interest of the City of Grinnell to accept your proposal in the amount of: \_\_\_\_\_), you are hereby notified that your proposal has been accepted for the 2026 Seal Coat Project subject to completion of financing and approval of the contract. You are required by the “Notice of Hearing and Letting” to execute the formal contract with the City of Grinnell and to furnish the required Contractor’s performance and payment bond within the terms specified in the “Notice of Hearing and Letting.”

If you fail to execute said contract and to furnish said bonds within ten (10) days from the date of delivery of this “Notice of Award,” the City of Grinnell will be entitled to consider all your rights arising out of the City of Grinnell’s acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work, or as the City Council deems to be in the best interest of the City of Grinnell.

Dated this \_\_\_\_\_ day of April, 2026.

City of Grinnell, Iowa:

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

Sam Cox, City Mayor

Acceptance of Notice: Receipt of Above  
“Notice of Award” is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Contractor:

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

Title: \_\_\_\_\_

**END OF SECTION A-006**

## SECTION A-007 – AGREEMENT

This Agreement made the \_\_\_\_\_ day of April in the year Two Thousand and Twenty-six, hereinafter called the Contractor, and the City of Grinnell, Iowa hereinafter called the City.

WITNESSETH, that the Contractor and City for the consideration hereinafter named agree as follows:

### **ARTICLE 1. SCOPE OF WORK.**

The Contractor shall furnish all material, superintendence, labor and equipment unless otherwise specified and shall defray such other costs as are necessary to complete in a proficient manner to the satisfaction and acceptance of the City Engineer, of Grinnell, the work required by the Contract Documents, as listed in Article Six (6) of this Agreement, the General Conditions of the Contract, the Specifications, and the Drawings.

### **ARTICLE 2. TIME OF COMPLETION.**

The work to be performed under this contract shall be carried on regularly and uninterruptedly (unless the said Engineer or City shall otherwise, in writing, especially direct) with such force as to insure the full completion within the time specified with the Advertisement. If the Contractor shall fail to complete the work in the time above-specified, or within such further time as, in accordance with the provisions of these Contract Documents, shall be fixed or allowed for such completion, the sum of \$100.00 per day shall be deducted from the sum due to the Contractor under this Contract as liquidated damages. In view of the difficulty of estimating such damages, the sum of \$100.00 per day is hereby agreed upon, fixed, and determined by reason of default, and not by way of penalty. Such Liquidated Damages are intended as compensation for delay only and the retention or recovery of such damages by the City shall not prevent the recovery of other actual damage sustained by the City, constitute a defense to any action brought by the City based on alleged breach of contract, or to compel specific performance of the contract, or in any way affect the terms, conditions or liability of the performance bonds to be furnished by the contractor.

### **ARTICLE 3. THE CONTRACT SUM.**

In consideration of the work described herein and the fulfillment of all stipulations of this Contract, subject to additions and deductions provided therein, the City shall pay to the Contractor the amount due to the Contractor, based on prices contained hereinbefore in Section A-005, entitled FORM OF PROPOSAL.

**ARTICLE 4. PROGRESS PAYMENTS.**

The City shall make partial payments to the Contractor on the basis of a duly certified approved estimate of value, by the Engineer, based on the Contract prices, of labor and materials incorporated in the work, and of timely materials suitably stored at the site thereof up to the twentieth (20) day of that month, less the aggregate of previous payments. The City will retain five percent (5%) as may be deemed advisable by the Engineer, until final completion and acceptance of all work covered by the contract.

**ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT.**

The work called for under this contract shall be subject to review and final inspection. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the Engineer finds the work acceptable under the Contract and the Contract fully performed, the Engineer shall promptly issue a final certificate, over the Engineer's own signature, stating that the work provided for this Contract has been completed and is acceptable under the terms and conditions thereof, and the entire balance found to be due to the Contractor, including the retained percentage, shall be paid to the Contractor not sooner than thirty (30) days after the date of acceptance of the work by the City Council of the City of Grinnell. At the time the Contractor requests a final certificate, the Contractor shall submit an affidavit to the Engineer that all payrolls, material bill, and other indebtedness connected with the work have been paid.

**ARTICLE 6. THE CONTRACT DOCUMENTS.**

Each of the documents listed below and all modifications thereof incorporated in the documents before their execution shall form the Contract, as if hereto attached or herein repeated.

2026 SEAL COAT PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS, published by the City of Grinnell, March 16, 2026, and all those documents therein listed, INCLUDING:

DIVISION A – GENERAL DOCUMENTS

DIVISION B – GENERAL CONDITIONS OF THE CONTRACT

DIVISION C – TECHNICAL PROVISIONS

This agreement shall be binding upon the legal representative and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

\_\_\_\_\_  
Name of Individual or Partnership

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

Signed in the Presence of: \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_ as its \_\_\_\_\_

By: \_\_\_\_\_ as its \_\_\_\_\_

Signed in the Presence of: \_\_\_\_\_

City of Grinnell  
Name of City

By: \_\_\_\_\_, Sam Cox, Mayor

By: \_\_\_\_\_ Alyssa Devig, City Clerk

**END OF SECTION A-007**

**SECTION A-008 – FORM OF BID BOND**

KNOW ALL PEOPLE BY THESE PRESENT that we \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and \_\_\_\_\_  
 \_\_\_\_\_ as Surety, are held and firmly bound unto the City  
 of Grinnell, Iowa. Hereinafter called the “Owner” in the penal sum of \_\_\_\_\_  
 \_\_\_\_\_ Dollars,  
 (\$ \_\_\_\_\_) lawful money of the United States of America for the payment  
 of which sum will and truly be made, we bind ourselves, our heirs, executors,  
 administrators, and successors, jointly and severally, firmly by these present. The  
 condition of this obligation is such that whereas the Principal has submitted the  
 accompanying bid, dated \_\_\_\_\_, 2026, for the 2026 Seal Coat Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specification or by law.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or

affected by any extension of the time within which the Owner may accept such bid or execute such contract; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the surety hereto set their hands and seals, and such of them as corporations, have cause their corporate seals to be hereto affixed and these present to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 2026, A.D.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

By: \_\_\_\_\_ (Title)

\_\_\_\_\_  
(Seal)

Surety

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

(Attorney-in-fact)

Attach Power of Attorney

**END OF SECTION A-008**

**SECTION A-009 – FORM OF PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENT, that we, \_\_\_\_\_, (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 penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America to the payment of which sum will and truly be made, the Principal herein firmly binds him/her/themselves, their heirs, executors, and administrators, and the Surety bind themselves, their successors, assigns, executors, and administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bonded Principal, did on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, enter into a written contract with the City of Grinnell to do the 2026 Seal Coat Project as specified in the Contract Documents,

NOW, THEREFORE, if said Principal shall faithfully perform said contract, and if the said Principal shall warrant all workmanship and materials for a period of one (1) year from the final inspection and acceptance date, then this obligation shall be void; otherwise, it shall remain in full force and effect. Copy of which contract, together with all of its terms, covenants, conditions, and stipulations is incorporated herein and made a part hereof as fully and completely as if said contract were received at length herein and,

WHEREAS, the Principal and Sureties 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 materials 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 is required to retain until completion of the improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now if the Principal shall in all respects fulfill the said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so and shall full reimburse and repay the Owner all outlays and expenses which it may incur in making good and such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice,

1. To any extension of time to the contractor in which to perform to the contract.
2. To any change in the plans, specifications, or contract, when such changes does 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.
3. That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the Owner at the time such work is accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-fact      Iowa Resident Agent

**END OF SECTION A-009**

**SECTION A-010 – NOTICE TO PROCEED**

Date: , 2026

Contractor:

Attention:

Subject: Notice to Proceed with the Construction of the 2026 Seal Coat Project.

Dear:

You are hereby directed to proceed with the construction of the above-mentioned project in accordance with the terms of the Contract Documents, plans, and specifications entered into by:

Contractor: \_\_\_\_\_ and the city of Grinnell

The signed contract is dated \_\_\_\_\_ 2026. The stipulated time for commencing work on the project is \_\_\_\_\_, 2026 and the completion is in accordance with the contract terms.

Sincerely yours,

City of Grinnell

By:

Title: Public Services Director

**END OF SECTION A-010**

**SECTION A-011 – PAYMENT REQUEST FORM**

The Contractor shall submit this form to the City of Grinnell by the 20<sup>th</sup> day of each month. Work done up to and on that day may be included in that months pay request.

Copies of this form shall be made by the Contractor, and filled out and submitted by the 20<sup>th</sup> of each month. The City shall then process the request, and submit this request to the City Council at their first meeting of the following month.

I/We, the undersigned, as Contractor for the 2026 Seal Coat Project, hereby submit and request payment for the work done to date, and for materials on hand, as listed below.

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Individual or partnership

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

\_\_\_\_\_ Name of Corporation

By: \_\_\_\_\_ as its \_\_\_\_\_

Quantities and amounts approved / as corrected / as submitted / as changed by:

\_\_\_\_\_ Date

City of Grinnell  
\_\_\_\_\_ Name of City

By: \_\_\_\_\_, Russ Behrens, City Manager

Approved for payment as submitted / as changed by:

\_\_\_\_\_ Date

City of Grinnell  
\_\_\_\_\_ Name of City

By: \_\_\_\_\_, Sam Cox, Mayor

By: \_\_\_\_\_, Alyssa Devig, City Clerk

**DIVISION B**

**GENERAL CONDITIONS OF THE CONTRACT**

## **DIVISION B – GENERAL CONDITIONS OF THE CONTRACT**

### SECTION 001 - CONTENTS AND DEFINITIONS

### SECTION 002 - INTERPRETATIONS

- 2.1 INTENT OF THE CONTRACT DOCUMENTS
- 2.2 CONTRACTOR'S UNDERSTANDING
- 2.3 DRAWINGS AND INSTRUCTIONS
- 2.4 CONFLICT
- 2.5 DIMENSIONS
- 2.6 DRAWINGS AND SPECIFICATIONS AT JOB SITE
- 2.7 SURVEYS, PERMITS, AND REGULATIONS
- 2.8 ROYALTIES AND PATENTS
- 2.9 CHANGES IN THE WORK

### SECTION 003 - CONTROL OF MATERIALS AND WORK

- 3.1 ENGINEER'S STATUS
- 3.2 INSPECTION OF WORK
- 3.3 AUTHORITY AND DUTIES OF INSPECTOR
- 3.4 SUPERINTENDENCE AND SUPERVISION
- 3.5 SUBCONTRACTS
- 3.6 SEPARATE CONTRACTS
- 3.7 CONFORMITY WITH EXISTING STRUCTURES
- 3.8 MATERIALS AND EQUIPMENT
- 3.9 STORAGE OF MATERIALS
- 3.10 MANUFACTURER'S DIRECTIONS
- 3.11 SHOP DRAWINGS
- 3.12 ORDER OF CONSTRUCTION
- 3.13 PROGRESS
- 3.14 SUSPENSION OF WORK
- 3.15 CONSTRUCTION REPORTS
- 3.16 HOURS OF WORK
- 3.17 WEATHER
- 3.18 WORKERS AND EQUIPMENT
- 3.19 REMOVAL OF UNAUTHORIZED OR DEFECTIVE WORK
- 3.20 CORRECTION OF WORK AFTER FINAL PAYMENT
- 3.21 CLEANING UP

SECTION 004 – LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

- 4.1 CONTRACT SECURITY
- 4.2 INSURANCE
- 4.3 LAWS RELATING TO WORK
- 4.4 PROTECTION OF WORK AND PROPERTY
- 4.5 ACCIDENT PREVENTION AND RESPONSIBILITY FOR ACCIDENT
- 4.6 MAINTENANCE OF BARRICADES AND LIGHTS
- 4.7 LANDS FOR WORK
- 4.8 SANITARY CONVENIENCES
- 4.9 LIENS
- 4.10 ASSIGNMENT
- 4.11 CLAIMS AGAINST CONTRACTOR
- 4.12 PERSONAL LIABILITY OF PUBLIC OFFICIALS
- 4.13 NO WAIVER OF LEGAL RIGHTS
- 4.14 USE OF COMPLETED PORTIONS
- 4.15 MATERIALS FOUND ON THE WORK
- 4.16 CITY’S RIGHT TO DO WORK
- 4.17 CITY’S RIGHT TO CORRECT DEFICIENCIES
- 4.18 CITY’S RIGHT TO TERMINATE CONTRACT
- 4.19 CONTRACTOR’S RIGHT TO SUSPEND WORK
- 4.20 REMOVAL OF EQUIPMENT
- 4.21 ENGINEER’S DECISIONS

SECTION 005 – MEASUREMENT AND PAYMENT

- 5.1 STANDARDS OF MEASUREMENT
- 5.2 USE OF CITY WATER
- 5.3 CLAIMS FOR EXTRA COST
- 5.4 BASIS FOR PAYMENT
- 5.5 DEDUCTIONS FOR UNCORRECTED WORK
- 5.6 TAXES

SECTION 006 – TIME OF COMPLETION

- 6.1 EXTENSIONS OF TIME

## SECTION B-001 – DEFINITIONS

**Contract Documents** are those listed as such in Article Six (6) of the Agreement, included herewith.

**Plans and Drawings** refer to the plans as specified in Article Six (6) of the Agreement, included herewith.

**Specifications** shall mean the same as if the term Contract Documents had been used in its place.

**Contract** is the agreement covering the performance of the work described in the Contract Documents, including all supplemental agreements thereto, and all general and specific provisions pertaining to the work or materials therefore.

**The City** and **The Contractor** are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number.

Wherever the word **Engineer** is used in the Contract, it shall be understood as referring to the City Engineer of the City of Grinnell, acting personally or through an assistant duly authorized for such act by the Engineer or by the City Manager.

**Surety** is the person, firm, or corporation who executed the Performance Bond.

The term **Subcontractor**, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

**Written Notice** shall be deemed to have been duly served if delivered in person to the individual, a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last known business address for whom it is intended by the sender of the notice.

The term "**Work**" of the Contractor or Subcontractor includes labor, materials, equipment, transportation, or other facilities and activities necessary to complete the Contract, either individually or in any combination thereof.

**END OF SECTION B-001**

## **SECTION B-002 -- INTERPRETATIONS**

### **2.1 INTENT OF THE CONTRACT DOCUMENTS.**

The intent of the Contract Documents is to provide for the construction and completion of every detail of the improvements included in the Contract. What is called for by any one shall be as binding as if called for by all. It is understood that the Contractor, for the Contract Price, will furnish all labor, materials, tools, transportation, and supplies, and will execute the Contract in a satisfactory and worker like manner, and in accordance with the plans, specifications, and terms of the Contract.

### **2.2 CONTRACTOR'S UNDERSTANDING.**

It is understood and agreed that the Contractor has, by the Contractor's own careful and active examination, been satisfied as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered above and below ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this Contract. No verbal agreements or conversations with any officer, agent, or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

### **2.3 DRAWINGS AND INSTRUCTIONS.**

The Engineer will furnish to the Contractor, free of charge, up to ten (10) copies of drawings and specifications necessary for the execution of the work. Additional sets desired by the Contractor will be available for the cost of materials and labor to provide such copies. The Engineer shall also furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true development thereof, and reasonably inferable therefrom.

### **2.4 CONFLICT.**

If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract, or any additions thereof, and the Detailed Specifications, the Detailed Specifications shall control. Terms of any Special Conditions included in this specification as a result of Federal or State funding of the project shall take precedence over these General Conditions.

**2.5 DIMENSIONS.**

Figured dimensions or datum deviations on the Plans shall be used in lieu of scaling the Drawings. Where the work of the Contractor is affected by finished dimensions, these shall be determined by the Contractor at the site, and the Contractor shall assume the responsibility therefore.

**2.6 DRAWINGS AND SPECIFICATIONS AT JOB SITE.**

One complete set of all Drawings and Specifications shall be maintained at the job site by the Contractor, and shall be available to the Engineer at all times.

**2.7 SURVEYS, PERMITS, AND REGULATIONS.**

The City shall furnish all surveys unless otherwise specified. Permits of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor. Permits and easements for permanent structures or permanent changes in existing facilities shall be secured by the City, unless otherwise specified.

**2.8 ROYALTIES AND PATENTS.**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Engineer.

**2.9 CHANGES IN THE WORK.**

The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. No allowance shall be made for anticipated profit on work not performed.

In giving oral instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract or subsequently agreed upon.
- (c) By cost and percentage.
- (d) By cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, having received an order as described above, shall proceed with the work. In such case and also under cases (c) and (d), the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost involved in the change, together with vouchers. The net cost shall include labor, materials, equipment, and insurance, to the exclusion of other items, which shall be classed as overhead. In any case, the Engineer shall certify to the amount due to the Contractor, including reasonable allowance, not to exceed fifteen percent (15%) of the net cost, for overhead and profit. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

**END OF SECTION B-002**

## **SECTION B-003 -- CONTROLS OF MATERIALS AND WORK**

### **3.1 ENGINEER'S STATUS.**

The Engineer has the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Engineer shall also have authority to reject all work and materials, which do not conform to the Contract.

### **3.2 INSPECTION OF WORK.**

The Engineer and the Engineer's representatives, and representatives from the Iowa Department of Natural Resources and the Environmental Protection Agency, shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor shall show that the defect in the work was caused by another Contractor, who is not a subcontractor of the Contractor, and in that event, the City shall pay such cost.

### **3.3 AUTHORITY AND DUTIES OF INSPECTOR.**

Inspectors may be stationed on the work to report to the Engineer as to the progress of the work, manner in which the work is being performed, also to report whenever it appears that materials furnished and worked performed by the Contractor fails to fulfill the requirements of the specifications and contract, and to direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall in no case act as supervisor or perform other duties for the Contractor, or interfere with the Management of the work by the Contractor. The responsibility for omissions and defective materials or workmanship lies with the Contractor, and the presence of the Engineer or Inspector during construction does not alter the Contractor's responsibility.

**3.4 SUPERINTENDENCE AND SUPERVISION.**

The Contractor shall keep on the work site, during the work's progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in the Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request by the Contractor. The Contractor shall give efficient supervision to the work, using the best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Should any change result in increased cost to the Contractor, the value of any such change shall be determined as provided for in Section B-002 under "Changes in the Work."

**3.5 SUBCONTRACTS.**

The Contractor shall, as soon as practicable after execution of the Contract, but prior to the beginning work, notify the Engineer in writing of the names of subcontractors proposed for the work and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees to be fully responsible to the City for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

**3.6 SEPARATE CONTRACTS.**

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all work by both the Contractor and other contractors.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor's responsibility shall be to follow the provisions of Section B-003, under "Conformity with Existing Structures."

**3.7 CONFORMITY WITH EXISTING STRUCTURES.**

If any part of the Contractor's work depends, for proper execution or results, upon existing work or structures, or upon the work of another contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the existing work or structure as fit and proper for the reception of the Contractor's work, except as to defects that may develop in the existing work or structure after the execution of the Contractor's work.

To insure the proper execution of subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

**3.8 MATERIALS AND EQUIPMENT.**

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor may be required to furnish a statement of the origin, composition, and manufacturer of any or all material proposed for use in the performance of the Contract, together with samples of such materials. The Contractor shall furnish to the Engineer for approval the name of the manufacturer of machinery, mechanical, and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

**3.9 STORAGE OF MATERIALS.**

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms, or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

**3.10 MANUFACTURER'S DIRECTIONS.**

Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. The Contractor shall, at no cost to the City, arrange for the services of a qualified representative of the equipment manufacturer to inspect the equipment after installation, and to supervise the initial operation for the period of time necessary to insure proper installation and operation.

**3.11 SHOP DRAWINGS.**

The Contractor shall submit to the Engineer shop drawings for all materials and equipment to be supplied for this project whether stated in the specific sections of the Contract Documents or not. The Contractor shall make any corrections in the drawings required by the Engineer and resubmit same without delay. The Contractor agrees that Shop Drawing submittals processed by the Engineer are not change orders; that the purpose of Shop Drawing submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that the Contractor demonstrates this understanding by indicating which equipment and materials are intended to be furnished and installed, and by detailing the fabrication and installation methods intended for use.

The Contractor further agrees that if deviations, discrepancies, or conflicts between Shop Drawing submittals and the Contract Documents in the form of design Drawings and Specifications are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the design Drawings and Specifications shall control and shall be followed. Shop Drawings shall be submitted as follows:

- (1) Three (3) copies plus any number desired returned by the Contractor (so at least four (4)) shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
- (2) The Engineer shall, within fourteen (14) days of the submittal of any Shop Drawing, return at least one copy to the Contractor marked with all comments.
- (3) The Contractor shall then correct or revise the Shop Drawings as required to conform to the Contract Documents.
- (4) Following correction or revision, the Contractor shall furnish the Engineer at least four (4) copies of the Shop Drawings conforming to the required corrections and changes.

- (5) The Engineer reserves the right to review corrected or revised Shop Drawings for general compliance with the Contract Documents and to require further corrections or revisions as may be necessary for compliance.

**3.12 ORDER OF CONSTRUCTION.**

The Engineer shall have control of the order in which various parts of the improvements are to be performed. The Contractor shall submit, at such time as may be requested by the Engineer, schedules which will show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The order of construction as determined by the Contractor will be followed except where the Engineer determines that such order would not be to the best interests of the City or of the general public.

**3.13 PROGRESS.**

The Contractor shall at all times maintain a substantial working force to insure completion of the work within the time specified in the Contract. The consistent failure of the Contractor to do so after due warning shall be cause for the City to do the work or to terminate the Contract. See section B-004, under "City's Right To Do Work," and "City's Right To Terminate Contract."

**3.14 SUSPENSION OF WORK.**

The Engineer shall have authority to suspend the work wholly or in part for such a period or periods of time as may be deemed necessary by the Engineer due to unsuitable weather, unfavorable conditions, or the failure of the Contractor to carry out orders given, or to perform any or all of the provisions of the Contract. The City shall not be liable for expenses incurred by the Contractor during such period of suspension.

**3.15 CONSTRUCTION REPORTS.**

The Contractor shall submit to the City schedules of costs and quantities of materials, and of other items, which schedules shall be in such form and shall be supported as to the correctness as the City may require for preparing monthly estimates. The Contractor shall also submit to the City the following records: (a) Detailed Estimate, and (b) Periodical Estimates for Partial Payment. These estimates shall be subject to review and correction by the Engineer.

**3.16 HOURS OF WORK.**

Except for such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays, nor after six o'clock (6:00) P.M., without specific permission of the Engineer.

**3.17 WEATHER.**

During freezing or inclement weather, all work shall be suspended except such as can be done in an acceptable manner. The Engineer may permit work to be carried on at such times provided the Engineer approves of the special protection or construction methods proposed. Permission so granted shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work.

**3.18 WORKERS AND EQUIPMENT.**

The Contractor shall employ competent and efficient workers for every kind of work. Any person employed on the job who shall refuse or neglect to obey the directions of the Engineer or Inspector as relayed through the proper superintendent, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be reemployed unless express permission be given by the Engineer.

**3.19 REMOVAL OF UNAUTHORIZED OR DEFECTIVE WORK.**

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute said work in accordance with the Contract, without expense to the City, and the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Work done without lines and grades being given, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority will be considered as unauthorized, at the expense of the Contractor, and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at an auction or at a private sale and shall account for the net proceed thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**3.20 CORRECTION OF WORK AFTER FINAL PAYMENT.**

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and upon written notice the Contractor shall remove any defects due thereto, and pay for damage done to other work resulting therefrom, which shall appear within one (1) year(s) after the date of completion and acceptance.

**3.21 CLEANING UP.**

The Contractor shall at all times keep the premises free from undue accumulations of waste materials or rubbish caused by any work, and shall, as soon after construction as reasonably possible, replace or restore fences, sidewalks, or other property damaged or disturbed by any work. At the completion of the work, the Contractor shall remove all rubbish and waste materials, and all tools, equipment, scaffolding, and surplus materials, and shall leave the premises clean and ready for use, substantially in the same condition as when construction was begun.

Prior to making an application for final payment, the Contractor shall furnish to the Engineer "clean-slips" or affidavits, signed by each property owner abutting the construction site, as determined by the Engineer. This affidavit shall, in each case, attest to the fact that the property has been restored to its original condition, or that the property owner has agreed with the Contractor upon the amount of damages sustained. In the case of a dispute between the property owner and the Contractor, the question shall be referred in writing to the Engineer, who will immediately make an investigation and issue a finding of fact. If the question is not then resolved and the required affidavit obtained from the property owner, the Engineer, upon written application from the Contractor, shall issue a release to the Contractor from the obligation to furnish said affidavit. This dispute may then be settled by other means available to the parties.

In the event that the property owner cannot be located, or does not reply within a reasonable time, then upon receipt of proof that an attempt was made by registered mail to contact said property owner, the Engineer shall issue a release to the Contractor from the obligation to furnish said affidavit.

**END OF SECTION B-003**

## **SECTION B-004 -- LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **4.1 CONTRACT SECURITY.**

The Contractor shall furnish a surety bond (form attached) in an amount of at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract, and as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

### **4.2 INSURANCE.**

The Contractor shall furnish the City Clerk with proper affidavit or affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability insurance policies, as required below, effective during the life of the contract or for a period of at least ten (10) days following the filling of written notice of cancellation. The work shall not commence under this contract until the Contractor has obtained all insurance required, and such insurance has been approved by the City; nor shall the Contractor allow any Sub-contractor to commence any work until all similar insurance required for the Sub-contractor has been so obtained and approved.

#### **A. COMPENSATION INSURANCE.**

The Contractor shall make out and maintain, during the life of this contract, Worker's Compensation Insurance for all employees of the Contractor employed at the site of the work, and in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Hazardous Work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each Sub-Contractor to provide, adequate insurance for the protection of all employees not otherwise protected.

#### **B. CONTRACTOR'S LIABILITY INSURANCE.**

The Contractor shall maintain Insurance as shall protect the City and the City's employees or agents, the Contractor, and the Sub-contractor performing the work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by the Contractor, any Sub-Contractor, or by anyone directly or indirectly employed by either of them.

The minimum protection shall be as follows:

1. Public Liability, Bodily Injury, and Property Damage:
  - a. Injury or death of one person \$1,000,000.00
  - b. Injury to more than one person in a single accident \$1,000,000.00
  - c. Property damage \$100,000.00
  
2. Automobile and Truck Public Liability, Bodily Injury, Property Damage:
  - a. Injury or death of one person \$1,000,000.00
  - b. Injury to more than one person in a single accident \$1,000,000.00
  - c. Property damage \$100,000.00
  
3. Excess Liability, Umbrella Form \$3,000,000.00

NOTE: When excavation, trenching, or tunneling is involved, the Property Damage Liability Coverage under the Comprehensive General Liability Policy shall specifically provide coverage for damage to underground property.

All responsibility for maintenance of property and insurance on the work (including but not limited to Builders Risk and Installation Floater) remains solely with the Contractor who may at the Contractor's option insure against any or all perils, and such responsibility shall remain with the Contractor until such time as the work is complete and accepted in writing by the Owner. It is a condition of the Contract that the Owner and Engineer and all Contractors, Subcontractors, and Sub-subcontractors waive all rights of recovery against each other for damages caused by fire or other perils to the extent covered by any valid and collectible insurance, and further, that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph.

C. INDEMNITY.

The Contractor shall indemnify and save harmless the City and the City's employees or agents from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it, by reason of any act or omission of the said Contractor, the Contractor's agents, or employees, in the execution of the work, or in the guarding of it.

**4.3 LAWS RELATING TO WORK.**

The Contractor is presumed to be familiar with all laws, ordinances, codes, and regulations which may in any manner affect those engaged or employed upon the work, or in the

materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, codes, and regulations.

**4.4 PROTECTION OF WORK AND PROPERTY.**

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. The Contractor shall provide for referencing and resetting, or for re-establishing, any and all property lines or monuments that are disturbed in the course of the work.

The Contractor shall be held responsible for the care of materials and for partially completed work until final acceptance of same by the City. The Contractor shall correct or make good, at no cost to the City, all damages to adjacent property due to the acts or negligence of any person employed by the Contractor or the prosecution of any work and shall save the City harmless therefrom.

In an emergency affecting the safety of life, the work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act in good faith to prevent such threatened loss or injury, and shall do so without appeal if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined as provided in Section B-002 of these Contract Documents, entitled "Changes in the Work."

**4.5 ACCIDENT PREVENTION AND RESPONSIBILITY FOR ACCIDENT.**

Precaution shall be observed by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall observe the safety provisions of applicable laws, and building and construction codes. Machinery, equipment, and all hazards shall be guarded by the Contractor, or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America to the extent that such provision are not in contravention of applicable laws or these Contract Documents. The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of work, and until final acceptance thereof or until released by the Engineer in writing.

**4.6 MAINTENANCE OF BARRICADES AND LIGHTS.**

The Contractor shall, at no cost to the City and without further or other order from the City, provide, erect, and maintain at all times during the progress or suspension of the work, and until the completion and final acceptance thereof, suitable and requisite barriers, signs, or other adequate protection as required by the Manual on Uniform Traffic Control Devices,

US DOT, Federal Highway Administration, most current edition, or as may be ordered by the Engineer to ensure the safety of the public. All barricades and obstructions shall be protected at night by signal lights which lights shall be kept burning from sunset to sunrise.

**4.7 LANDS FOR WORK.**

The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same. The Contractor shall confine all equipment, apparatus, the storage of materials, and operations of the workers to limits indicated by laws, ordinances, permits, or directions of the City and shall not unnecessarily encumber the premises with materials.

**4.8 SANITARY CONVENIENCES.**

The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the site, and these shall be maintained in a manner that will be inoffensive to the public.

**4.9 LIENS.**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. If required, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any Sub-contractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Engineer, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**4.10 ASSIGNMENT.**

The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any money due or to become due to them hereunder, without the previous written consent of the Engineer.

**4.11 CLAIMS AGAINST CONTRACTOR.**

The Contractor shall be held for the payment of all just claims against the Contractor arising out of the prosecution of this Contract, and the Contractor's bonds will not be released until such claims are paid or dismissed.

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to Sub-contractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

**4.12 PERSONAL LIABILITY OF PUBLIC OFFICIALS.**

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted thereby, there shall be no liability upon the Engineer or any authorized assistants either personally or as an official of the City, it being understood that in such matters said person acts as the agent and representative of the City.

**4.13 NO WAIVER OF LEGAL RIGHTS.**

The City shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payments therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the Contractor's Surety, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the City of any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

**4.14 USE OF COMPLETED PORTIONS.**

The City shall have the right to take possession of and use any completed or partially completed portion or portions of the work, but such taking possession and use shall not be

deemed an acceptance of neither the work so used nor any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

**4.15 MATERIALS FOUND ON THE WORK.**

Full right shall vest in the City to any surplus excavated material, unsuitable backfill material, or to any item of value found on the work or in the process of the work. The City reserves the right to order it disposed of at the expense of the Contractor, or removed and stored for the disposition by the City. This provision shall in no way relieve the Contractor of the responsibility of restoration, or of any other provision of these specifications, but is intended, rather, to establish ownership of items and material found on the work.

**4.16 CITY'S RIGHT TO DO WORK.**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, after three (3) days written notice to the 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.

**4.17 CITY'S RIGHT TO CORRECT DEFICIENCIES.**

Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy, correct such deficiencies.

**4.18 CITY'S RIGHT TO TERMINATE CONTRACT.**

The City, upon the certificate of the Engineer that sufficient case exists to justify such action, may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method it may deem expedient. Action may be taken for any of the following reasons:

- If the Contractor should be judged as bankrupted.
- If the Contractor should make a general assignment for the benefit of any creditors.
- If a receiver should be appointed on account of the Contractor's insolvency.
- If the Contractor should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.

- If the Contractor should fail to make prompt payment to Sub-contractors, or for material or labor, or persistently disregard laws, ordinances codes, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The Expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

#### **4.19 CONTRACTOR'S RIGHT TO SUSPEND WORK.**

The Contractor may suspend work or terminate the Contract upon seven (7) days written notice to the City and the Engineer, for any of the following reasons:

- If an order of any court, or other public authority, caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or the Contractor's employees.
- If the Engineer should fail to act upon any Request for Payment within ten (10) days after its presentation in accordance with the General Conditions of this Contract.
- If the City should fail to act upon any Request for Payment within thirty (30) days after its approval by the Engineer.
- If the City should fail to pay the Contractor any sum within thirty (30) days after its award by arbitrators.

#### **4.20 REMOVAL OF EQUIPMENT.**

In the case of annulment of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part of any equipment and supplies owned by the Contractor from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

#### **4.21 ENGINEER'S DECISIONS.**

The Engineer shall, within a reasonable time after their presentation, make decision in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

All such decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, in which latter case, the decision of the Engineer shall be final and binding on the City and the Contractor unless written objections thereto are delivered to the Engineer by the claimant within twenty (20) days after written notice of such decisions.

**END OF SECTION B-004**

## **SECTION B-005 - MEASUREMENT AND PAYMENT**

### **5.1 STANDARDS OF MEASUREMENT.**

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer or any assistants according to the United States Standard Measurements and Weights. A Minimum of two working days notice shall be given to the owner so that the owner can mark limits of material for the contractor to follow.

### **5.2 USE OF CITY WATER.**

The Contractor will be allowed to use City water, but before any water is used, the Contractor shall make an application to the Engineer who will provide and install suitable meters and supply the Contract representative with suitable hydrant wrenches when the use of hydrants is necessary. The Contractor shall designate one employee who shall be responsible for operating the hydrants used by the Contractor. The employee so designated shall be under the direct supervision of the Engineer and no other employee may operate any hydrant or valve without the written permission of the Engineer. The meters shall not be moved by the Contractor, but will be moved by City Employees as directed by the Contractor. The water used will be charged to the Contractor at the rate of zero dollars (\$ 0.00 ) per 1,000 gallons.

### **5.3 CLAIMS FOR EXTRA COST.**

If the contractor claims that any new instructions by drawings or otherwise, after the Contract has been signed, involve extra cost under this Contract, the Contractor shall give the Engineer written notice thereof within seven (7) calendar days after receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for in Section B-002 of the Contract Documents under "Changes in the Work."

### **5.4 BASIS FOR PAYMENT.**

Progress payment and final payment shall be made in conformity with the Proposal, which is attached hereto and made a part of the Contract. Limits of measurement for each item shall be outlined in the applicable section of the Specifications.

### **5.5 DEDUCTIONS FOR UNCORRECTED WORK.**

If the Engineer deems it inexpedient to correct work injured or done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

**5.6 TAXES.**

**A. SALES TAX.**

The City of Grinnell is a designed exempt entity. Designated exempt entities awarding construction contracts on or after January 1, 2003, may issue special exemption certificates to contractors and subcontractors allowing them to purchase or to withdraw from inventory construction materials for the contract free from sales tax.

The City of Grinnell is hereby notifying all potential bidders to submit their bids WITHOUT sales tax included. This policy will lower the dollar amount of the bid and the Contractor will not be required to provide Contractor Statements after the project is completed. The following steps will be used to complete this process:

1. Designated exempt entities will register contracts, including information on contractors and subcontractors, through an online application developed by the Iowa Department of Revenue.
2. Designated exempt entities will provide each contractor/subcontractor with an exemption certificate/authorization letter developed exclusively for this purpose. These will be printed directly from the online application. The letter/certificate can be obtained only through this application.
3. Contractors and subcontractors will give a copy of the certificate to each of their material suppliers. This allows them to purchase building materials for the contract free from sales tax.
4. Suppliers should retain this certificate in their records for at least three years.

**B. OTHER TAXES.**

The Contractor shall pay all taxes involved in the completion of the work under the Contract except the sales tax on the construction materials mentioned above, shall pay all Social Security and unemployment taxes, and is responsible for withholding taxes and any other state or federal requirements in this regard.

**C. OUT-OF-STATE CONTRACTORS.**

All out-of-state contractors shall meet all Iowa laws and regulations relating to out-of-state contractors.

**END OF SECTION B-005**



**SECTION B-006 -- TIME OF COMPLETION**

**6.1 EXTENSIONS OF TIME.**

All time limits stated in the Contract Documents are of the essence of the Contract. Upon receipt of written notice from the Contractor of the existence of causes over which said Contractor has no control and which must delay the completion of the work, the Engineer may, at the Engineer's discretion, extend the date specified for the completion of the work. No allowance will be made to the Contractor for stoppage or suspension of the work by the Engineer, unless stoppage or suspension is due to the fault of the City, then extension of time corresponding to the duration of stoppage or suspension will be allowed for the completion of the work.

**END OF SECTION B-006**

**DIVISION C**

**TECHNICAL PROVISIONS**

**SUBDIVISION C.1**

**BITUMINOUS SEAL COAT**

**SECTION C.1-001 – GENERAL SPECIFICATIONS**

**1. SCOPE OF WORK.**

The work contemplated herein involves the preparation of roadbed to receive the placement of seal coat, and the laying of seal coat on the streets.

**2. CITY SUPPLIED MATERIALS.**

The City will not supply any material nor perform any of the work contemplated under this contract.

**3. PROTECTION OF LAWNS AND TREES.**

The contractor shall make special efforts to reduce damage to lawns and trees, and where damage is accidentally caused, shall restore/replace the lawns and/or trees in an acceptable manner. Where the use of private property is convenient to the Contractor, the Contractor shall make any necessary arrangements with such private owners.

**4. WORK WITHIN STATE HIGHWAY AND RAIROAD RIGHTS-OF-WAY.**

All work performed by and all operations of the Contractor, including all employees and Subcontractors under the Contractor, within the limits of highway and railroad rights-of-way shall be in conformity with the requirements of, and be under control of (through the City), the highway or railroad authority owning, or having jurisdiction over and control of, such right-of-way in each case.

**END OF SECTION C.1-001**

**SECTION C.1-002 – TECHNICAL SPECIFICATIONS**

**1. PREPERATION FOR AND APPLICATION OF BITUMINOUS SEAL COAT.**

The contractor shall prepare the streets and place the bituminous seal coat as per the requirements and specifications in Section 2307 “Standard Specifications for Highway and Bridge Construction”, Iowa Department of Transportation, Series 2001.

**2. RECORDS.**

The Contractor shall keep a record in a field book or on a separate record set of plans indicating by station the actual location each load of aggregate and bituminous materials is laid. Such field notes shall be available to the City for the preparation of as-built plans.

**3. CLEAN-UP.**

Areas disturbed shall be restored to those conditions, which existed prior to construction, unless otherwise noted on the plans or instructed, by the Engineer.

Roadways shall be prepared, seeded or sodded, and fertilized in compliance with the Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation.

Shrubbery, trees, or flowers, which have been damaged by the construction, shall be replaced with new plantings of equal type and quality to that which was damaged.

At all times, the site shall be kept free from accumulations of waste materials and rubbish caused by the work, and upon completion of the work, all rubbish, tools, scaffolding, forms, and surplus materials shall be removed.

The Contractor shall be responsible, financially and otherwise, for the refilling and repair of all settlement and the repair or replacement to the original or better condition of all pavement, top surfaces, driveways, areaways, curbs, gutters, walks, surface structures, utilities, drainage facilities, sod, and shrubbery which have been damaged as a result of said replacement operations. The Contractor shall make, or cause to make, all necessary replacements, and repairs or replacements appurtenant thereto, within thirty (30) days from and after due notification by the Engineer or City of settlement and resulting damage at any designated location or locations.

**4. BASIS OF PAYMENT.**

The Contractor will be paid the square yard contract price which shall include all materials and labor necessary to meet the contract specifications. Payment will be based on actual quantities after work has been completed and accepted.

**5. PROTECTION OF WORK.**

The Contractor is responsible for protecting all work during construction, and shall employ all means to protect the public from harm.

**6. Warranty Period**

The contractor will be responsible for correcting any areas where bleeding of the asphalt binder appears for the 2026 season.

**7. Application of Bituminous**

The contractor shall not be allowed to apply bituminous material to any areas within two days of a rain event without approval from the City of Grinnell representative.

**8. Parking on Work Areas**

The contractor shall be responsible for posting no parking notifications not less than twenty four (24) hours in advance for areas where parking is normally permitted.

**END OF SECTION C.1-002**

**SECTION C.1-003 – MATERIAL SPECIFICATIONS**

**1. AGGRGATE.**

The aggregate used for this project shall be 3/8”, washed and free from objectionable clay coatings. The aggregate shall be dry at the time of application. The gradation shall be as follows:

	SIEVE SIZE					
	1/2	3/8	4	8	30	200
% Passing	100	90-100	10-55	0-20	0-7	0-1.5

Aggregate shall be spread at a rate of twenty to twenty-five (25) pounds per square yard. The rate of application shall be inspected and modified if necessary by a representative of the City of Grinnell during the time of application.

**2. BITUMINOUS MATERIAL.**

The Bituminous material shall be MC 3000, and meet the requirements in Sections 2307 and 4140.01, “Standard Specifications for Highway and Bridge Construction”, Iowa Department of Transportation, Series 2001.

The MC3000 shall be applied at a rate of 0.32 gallons per square yard for single coat chip seal. The MC3000 shall be applied at a rate of 0.25 gallons per square yard the first pass and 0.30 gallons per square yard for the second pass on double chip seal streets.

**3. ROLLING OF AGGREGATE.**

Immediately after the aggregate has been placed a team of rubber tired rollers shall roll the aggregate. A total of eight-roller coverage at a speed of no more than five (5) miles per hour shall occur over the entire street surface in order to firmly embed the aggregate in the binder. Care shall be taken to not have the rubber-tired rollers start and stop suddenly. Any scuffs in the seal coat shall be promptly repaired prior to moving to the next street section.

**END OF SECTION C.1-003**

**RESOLUTION NO. 2026-34**

**A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 TO THE WORK ORDER NO. 5 AGREEMENT FOR PROFESSIONAL SERVICES WITH BOLTON & MENK, INC. FOR THE FAA PORTION OF THE RECONSTRUCTION APRON PROJECT.**

WHEREAS, the City of Grinnell did enter into a contract with Bolton & Menk, Inc., on June 16, 2025, for Professional Services on the Apron Reconstruction Project at the Grinnell Airport; and

WHEREAS, Bolton & Menk Inc. has submitted Amendment No. 1 to the Professional Service Agreement; and

WHEREAS, the Project Engineer has reviewed the amendment and recommends approval of Amendment No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6<sup>th</sup> day of April 2026 Amendment No. 1 be accepted.

Passed and adopted this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Sam Cox, Mayor

Attest:

\_\_\_\_\_  
Alyssa Devig, City Clerk/Finance Director

**AMENDMENT #1 TO THE WORK ORDER #5 AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GRINNELL AND BOLTON & MENK, INC.**

This AMENDMENT #1 (“Amendment”) to the original Work Order #5 Agreement for Professional Services between the City of Grinnell, Iowa (“CLIENT”) and Bolton & Menk, Inc. (“CONSULTANT”) dated June 16, 2025 (the “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026.

WHEREAS, the CLIENT has previously engaged the CONSULTANT, pursuant to the Agreement, to furnish the CLIENT with Design, Bidding and Grant Administration services in connection with the FAA funded portion of the Reconstruct Apron Project (the “Project”);

WHEREAS, the CLIENT now desires to engage the CONSULTANT, pursuant to the Agreement, to furnish the CLIENT with Construction Administration services in connection with the FAA funded portion of the Reconstruct Apron Project (the “Project”);

WHEREAS, CLIENT and CONSULTANT have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:


1. **SCOPE ATTACHMENT.** The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the CLIENT requests or CONSULTANT performs additional services for the Project, CONSULTANT shall make such request to CLIENT in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.
2. **FEE ATTACHMENT.** The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the CONSULTANT requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, CONSULTANT shall make such request to CLIENT in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. Exhibit C provides a detailed fee estimate breakdown.
3. If CLIENT agrees to the change in scope or fees proposed by CONSULTANT in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by CONSULTANT will be allowed by CLIENT except as provided in this Amendment nor will CONSULTANT perform any services or work not previously approved by CLIENT except upon receipt of a written amendment.
4. **Additional Forms.** Exhibits A and B are attached and incorporated into the Agreement.
5. **All Other Terms and Conditions of the Agreement.** Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #1 to be executed by their duly authorized representatives on the dates written below.

**City of Grinnell**

**Bolton & Menk, Inc.**

By: \_\_\_\_\_  
Sam Cox Date  
Mayor

By:  03/30/2026  
Joseph P. Roenfeldt, P.E. Date  
Aviation Project Manager

Attest: \_\_\_\_\_  
Alyssa Devig Date  
City Clerk

**Attachments:**

- Exhibit A – Scope Attachment to Amendment
- Exhibit B – Fee Attachment
- Exhibit C – Project Fee Breakdown
- Exhibit D – Federal Contract Provisions for A/E Agreements, Updated December 29, 2025
- Exhibit E – Site Layout Exhibit

**EXHIBIT B – FEE ATTACHMENT**

This **FEE ATTACHMENT** is part of **AMENDMENT #1** to the original Work Order #5 Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

TASK 2 – CONSTRUCTION ADMINISTRATION	\$ 112,600.00 (Hourly, Not to Exceed)
TASK 3 – CONSTRUCTION GRANT APPLICATION	\$ 3,200.00 (Lump Sum)
TASK 4 – CONSTRUCTION GRANT CLOSEOUT	\$ 7,200.00 (Lump Sum)
<b>TOTAL AUTHORIZED FEE</b>	<b>\$ 123,000.00</b>
Estimated Federal Share (up to 95%)	\$ 116,850.00
Estimated Local Share (as low as 5%)	\$ 6,150.00

2. **SCHEDULE:** Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed as follows:

2	CONSTRUCTION	August 2026 – November 2027
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\*Dates shown in schedule subject to change based on release of the grant offer by FAA, timely execution of the grant and timely completion of improvements by the prime contractor.



EXHIBIT C - PROJECT FEE BREAKDOWN

CLIENT: Grinnell Regional Airport		DATE: 3/30/2026							
PROJECT: Construction Administration Services		PREPARED BY: JPR							
Task	Task Description	Estimated Person Hours Required						Totals	
		Principal Eng.	Sr. Eng.	Project Eng.	Design Eng.	Surveyor	Planner		Admin.
<b>2</b>	<b>Construction Administration</b>								
2.1	Pre-Construction Meeting	0	8	8	0	0	0	2	18
2.2	Initial Construction Survey Control Layout	0	0	2	0	8	0	0	10
2.3	Prepare Construction Management Plan (CMP)	0	1	4	12	0	0	0	17
2.4	Prepare Contract Manuals	0	2	0	0	0	0	6	8
2.5	Construction Management Services	0	24	72	0	0	0	0	96
2.6	Resident Project Representative (RPR)								
	Number of Days	0	6	0	45	0	0	0	
	Hours Per Day	8	8	10	10	10	10	10	
	Total Hours	0	48	0	450	0	0	0	498
2.7	Final Inspection and Documentation	0	8	4	0	0	0	8	20
2.8	As-Built Plans	0	4	12	0	0	0	2	18
2.9	Prepare As-Built Airport Layout Plan (Not Required for this Project)								
	Total Person Hours	0	95	102	462	8	0	18	685
	Direct Labor Rate	\$80.00	\$55.00	\$45.00	\$35.00	\$57.00	\$42.00	\$37.00	
	Total Direct Labor Cost	\$0.00	\$5,225.00	\$4,590.00	\$16,170.00	\$456.00	\$0.00	\$666.00	\$27,107.00
	Overhead	\$0.00	\$11,886.35	\$10,441.79	\$36,785.13	\$1,037.35	\$0.00	\$1,515.08	\$61,665.71
	Subtotal Labor Cost								\$88,772.71
	Fixed Fee x Subtotal Labor Cost								\$13,315.91
	Total Task 2 (Cost Plus a Fixed Fee, NTE)								\$102,088.62
	Direct Expenses								
	Construction Testing								\$10,500.00
	Total Expenses Task 2								\$10,500.00
	Subtotal Task 2								\$112,588.62
									<b>ROUNDED TASK 2: \$112,600.00</b>
Task	Task Description	Estimated Person Hours Required						Totals	
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner		Admin.
<b>3</b>	<b>Construction Grant Application</b>								
3.1	Prepare Grant Application	1	6	0	0	0	0	12	19
	Total Person Hours	1	6	0	0	0	0	12	19
	Direct Labor Rate	\$80.00	\$55.00	\$45.00	\$35.00	\$57.00	\$42.00	\$37.00	
	Total Direct Labor Cost	\$80.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$444.00	\$854.00
	Overhead	\$181.99	\$750.72	\$0.00	\$0.00	\$0.00	\$0.00	\$1,010.06	\$1,942.76
	Subtotal Labor Cost								\$2,796.76
	Fixed Fee x Subtotal Labor Cost								\$419.51
	Total Task 3 (Fixed Lump Sum)								\$3,216.28
	Direct Expenses								
	Total Expenses Task 3								\$0.00
	Subtotal Task 3								\$3,216.28
									<b>ROUNDED TASK 3: \$3,200.00</b>
Task	Task Description	Estimated Person Hours Required						Totals	
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner		Admin.
<b>4</b>	<b>Construction Grant Closeout</b>								
4.1	Project Closeout - Construction Grant Only	2	8	16	0	0	0	16	42
	Direct Labor Rate	\$80.00	\$55.00	\$45.00	\$35.00	\$57.00	\$42.00	\$37.00	
	Total Direct Labor Cost	\$160.00	\$440.00	\$720.00	\$0.00	\$0.00	\$0.00	\$592.00	\$1,912.00
	Overhead	\$363.98	\$1,000.96	\$1,637.93	\$0.00	\$0.00	\$0.00	\$1,346.74	\$4,349.61
	Subtotal Labor Cost								\$6,261.61
	Fixed Fee x Subtotal Labor Cost								\$939.24
	Total Task 4 (Fixed Lump Sum)								\$7,200.85
	Direct Expenses								
	Total Expenses Task 4								\$0.00
	Subtotal Task 4								\$7,200.85
									<b>ROUNDED TASK 4: \$7,200.00</b>
									<b>TOTAL PROJECT FEE \$123,000.00</b>

2.2749 Overhead Rate

15% Profit

2.2749 Overhead Rate

15% Profit

2.2749 Overhead Rate

15% Profit

# EXHIBIT D

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,  
 “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE  
 ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”  
 OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER  
 CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO  
 THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING  
 CONTRACTS WITH THE A/E.

### PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS.....	3
CIVIL RIGHTS – GENERAL.....	3
CIVIL RIGHTS – TITLE VI ASSURANCE.....	3
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	6
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).....	6
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.....	6
RIGHT TO INVENTIONS.....	6
SEISMIC SAFETY.....	7
TAX DELINQUENCY AND FELONY CONVICTIONS.....	7
TRADE RESTRICTION CERTIFICATION.....	7
VETERAN’S PREFERENCE.....	8
PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS).....	9

### PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT.....	9
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### PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$15,000

DISTRACTED DRIVING.....	11
-------------------------	----

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

DEBARMENT AND SUSPENSION..... 11

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 12  
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 13

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

CLEAN AIR AND WATER POLLUTION CONTROL..... 13

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$350,000**

BREACH OF CONTRACT TERMS..... 14

**PROVISIONS APPLICABLE TO CONTRACTS CUMULATIVELY EXCEEDING \$250,000 IN ONE YEAR**

DISADVANTAGED BUSINESS ENTERPRISE ..... 14

## PROVISIONS APPLICABLE TO ALL CONTRACTS

### **ACCESS TO RECORDS AND REPORTS**

Reference: 2 CFR § 200.334  
2 CFR § 200.337  
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **CIVIL RIGHTS – GENERAL**

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **CIVIL RIGHTS – TITLE VI ASSURANCE**

Reference: 49 USC § 47123  
FAA Order 1400.11

#### *Title VI Solicitation Notice*

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be

considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

#### Nondiscrimination Requirements / Title VI Clauses for Compliance

##### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Reference: 2 CFR § 200, Appendix II(K)  
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq  
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR Part 200, Appendix II(F)  
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **SEISMIC SAFETY**

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

## **TAX DELINQUENCY AND FELONY CONVICTIONS**

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts  
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## **TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104  
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

Reference: FAA Reauthorization Act of 204 (Public Law 118-63), Section 936  
49 USC § 44801 note

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

#### **TERMINATION OF CONTRACT**

Reference: 2 CFR Part 200, Appendix II(B)  
FAA Advisory Circular 150/5370-10, Section 80-09

##### **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

##### **Termination for Cause (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights

and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$15,000

### **DISTRACTED DRIVING**

Reference: Executive Order 13513  
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

### **DEBARMENT AND SUSPENSION**

Reference: 2 CFR Part 180 (Subpart B)  
2 CFR Part 200, Appendix II(H)  
2 CFR Part 1200  
DOT Order 4200.5  
Executive Orders 12549 and 12689

#### *Certification of Offeror/Bidder Regarding Debarment*

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### *Certification of Lower Tier Contractors Regarding Debarment*

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR Part 200, Appendix II(E)  
29 CFR § 5.5(b)  
40 USC § 3702  
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment  
2 CFR Part 200, Appendix II(I)  
49 CFR Part 20, Appendix A

### Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 2 CFR Part 200, Appendix II(G)  
42 USC § 7401, et seq  
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$350,000**

### **BREACH OF CONTRACT TERMS**

Reference: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **PROVISIONS APPLICABLE TO CONTRACTS CUMULATIVELY EXCEEDING \$250,000 IN ONE YEAR**

### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR Part 26  
49 USC § 47113

#### **Solicitation Language (Solicitations with a DBE Contract Goal)**

##### **Bid Information Submitted as a matter of *responsiveness*:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include

copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of bidder responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information requirements for negotiated procurement**

In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

**Bid Information submitted for Design-Build projects**

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in [paragraph \(b\)](#) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.*, replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed

termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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**RESOLUTION NO. 2026-35**

**A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2 TO THE WORK ORDER NO. 5 AGREEMENT FOR PROFESSIONAL SERVICES WITH BOLTON & MENK, INC. FOR THE IOWA DOT PORTION OF THE RECONSTRUCTION APRON PROJECT.**

WHEREAS, the City of Grinnell did enter into a contract with Bolton & Menk, Inc., on June 16, 2025, for Professional Services on the Apron Reconstruction Project at the Grinnell Airport; and

WHEREAS, Bolton & Menk Inc. has submitted Amendment No. 2 to the Professional Service Agreement; and

WHEREAS, the Project Engineer has reviewed the amendment and recommends approval of Amendment No. 2; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6<sup>th</sup> day of April 2026 Amendment No. 2 be accepted.

Passed and adopted this 6<sup>th</sup> day of April 2026.

---

Sam Cox, Mayor

Attest:

---

Alyssa Devig, City Clerk/Finance Director

**AMENDMENT #2 TO THE WORK ORDER #5 AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GRINNELL AND BOLTON & MENK, INC.**

This AMENDMENT #2 (“Amendment”) to the original Work Order #5 Agreement for Professional Services between the City of Grinnell (“CLIENT”) and Bolton & Menk, Inc. (“CONSULTANT”) dated June 16, 2025 (the “Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026.

WHEREAS, the CLIENT has previously engaged the CONSULTANT, pursuant to the Agreement, to furnish the CLIENT with Design, Bidding and Grant Administration services in connection with the FAA Funded Portion of the Reconstruct Apron Project (the “Project”);

WHEREAS, the CLIENT has previously executed a grant with the Iowa Department of Transportation for Apron Reconstruction Improvements for which the Iowa DOT funding may be utilized for engineering related services and related construction cost improvements of said Apron Reconstruction Improvements which is anticipated to be completed concurrently with the Apron Reconstruction portions of the project; and

WHEREAS, the CLIENT now desires to engage the CONSULTANT, pursuant to the Agreement, to furnish the CLIENT with Design, Bidding and Construction Administration services in connection with the Iowa DOT Funded Portion of the Reconstruct Apron Project (the “Project”);

WHEREAS, CLIENT and CONSULTANT have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE ATTACHMENT.** The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the CLIENT requests or CONSULTANT performs additional services for the Project, CONSULTANT shall make such request to CLIENT in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.
2. **FEE ATTACHMENT.** The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the CONSULTANT requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, CONSULTANT shall make such request to CLIENT in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B.
3. If CLIENT agrees to the change in scope or fees proposed by CONSULTANT in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by CONSULTANT will be allowed by CLIENT except as provided in this Amendment nor will CONSULTANT perform any services or work not previously approved by CLIENT except upon receipt of a written amendment.
4. **Additional Forms.** Exhibits A and B are attached and incorporated into the Agreement.

- 5. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.
- 6. Exclusions. Since the work covered under this AMENDMENT is non-federal funded, exclusions are required to amend the terms and conditions of the MASTER AGREEMENT for this AMENDMENT only. The following sections of the MASTER AGREEMENT will not apply to this AMENDMENT to Work Order 12.
  - A. Exclude Section V – SECTION 508 OF THE REHABILITATION ACT in its entirety.
  - B. Exclude Section W – FEDERAL CONTRACT PROVISIONS in its entirety.
  - C. Exclude Section X – AUDIT REVIEW in its entirety.
  - D. Exclude Exhibit I – Federal Contract Provisions for A/E Agreements in its entirety.


All other provisions of the Master Agreement dated November 15, 2021, shall remain in effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #2 to be executed by their duly authorized representatives on the dates written below.

**City of Grinnell, Iowa**

**Bolton & Menk, Inc.**

By: \_\_\_\_\_  
 Sam Cox Date  
 Mayor

By:  02/03/2026  
 Joseph P. Roenfeldt, P.E. Date  
 Aviation Project Manager

Attest: \_\_\_\_\_  
 Alyssa Devig Date  
 City Clerk

- Attachments:
- Exhibit A – Scope Attachment to Amendment
  - Exhibit B – Fee Attachment
  - Exhibit C – Site Layout Exhibit

**EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #1**

This **SCOPE ATTACHMENT** is part of **AMENDMENT #2** to the original Work Order #5 Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

**DESCRIPTION**

The CONSULTANT agrees to provide Design and Construction Administration Services for the Iowa DOT Funded Portion of the Reconstruct Apron project at the Grinnell Regional Airport (herein referred to as the **Project**) that consist of following scope of work:

1. Pavement Section Construction
2. Storm Sewer
3. Pavement Markings
4. Excavation

**I.A. BASIC SERVICES**

For purposes of this Task Order, the Basic Services to be provided by the CONSULTANT are as follows:

**5. DESIGN AND BIDDING SERVICES****5.1. Project Initiation****5.1.1. Kickoff meeting (Not Required for this Project)****5.2. Data Collection****5.2.1. Field Data Collection (Not Required for this Project)****5.3. Plan and specification preparation**

Final design and plans will conform to requirements of the Iowa DOT, CLIENT or SUDAS Specification requirements. Plans will be reviewed with the CLIENT throughout the project. The Project Manual will be reviewed at the 95% complete stage.

### 5.3.1. Reconstruct Apron Plans

**Description:** Complete preliminary and final plans. Major design components to include the following:

- General layout plan of the proposed improvements
- Project specific plan sheets related to paving, storm sewer and grading improvements.
- Miscellaneous plan sheets, including, but not limited to: Title sheet, tabulations, typical sections, details, and other required information

### 5.3.2. Project Manual

**Description:** Prepare project manual for the project, including:

- General information for bidders: Advertisement for bids, instructions to bidders, special bidding requirements/provisions
- General conditions and supplementary conditions
- Information to be submitted with bid: Proposal, bid bond, information requested from bidder, etc.
- Agreement, performance, payment and maintenance bond forms
- General conditions
- Technical specifications

**Deliverables:**

- Preliminary plans and final plans
- Preliminary and final project manual
- Statement of estimated quantities and construction cost at preliminary and final plans

## 5.4. Bidding Services

### 5.4.1. Bidding Phase Services

**Description:** Provide the following services during the bidding phase:

- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors, and suppliers, and prepare and issue addenda as required

## 5.5. Bid Letting and Post-Bid Services

**Description:** Provide the following services during the bid and post -bidding phase:

- Attend bid letting, open and read bids
- Provide copies of the bidding submittals
- Review and evaluate bids submitted
- Prepare a bid tabulation
- Prepare a recommendation of award and/or alternate action by the CLIENT

**Deliverables:**

- Addenda (if necessary)
- Agenda and minutes from pre-bid meeting
- Bid Tabulation
- Recommendation for award to CLIENT

## 6. CONSTRUCTION PHASE SERVICES

### 6.1. Preconstruction Conference

**Description:** Organize and attend a preconstruction conference

- Preconstruction conference attendees will include:
- CLIENT staff
- Representatives from the contractor, subcontractors and suppliers
- Representatives from affected utility companies
- Bolton & Menk staff

**Deliverables:**

- Minutes from bid phase conversations
- Addenda (if necessary)
- Agenda and minutes from pre-construction meeting

### 6.2. Resident Project Representative (RPR)

**Description:** Consultant agrees to provide a Resident Project Representative in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work when such services are not required by this project. The Resident Project Representative will give **intermittent part-time service** on this project when construction is in progress. A maximum of **one hundred twenty (120) construction observation hours** of construction observation is estimated for this project. If additional construction observation time beyond the maximum estimated number of hours is needed, then these additional hours above and beyond will be considered as additional services and subject to additional compensation.

Resident Project Representative Services shall include, but are not limited to the following:

- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements
- Notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods
- Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work
- Evaluate and discuss potential Field Orders and Change Orders with the Contractor
- Evaluate possible material substitutions as requested by the Contractor
- Measure and compute as-built quantities of all materials incorporated in the work and items of work completed, and maintain an item record account
- Prepare periodic Pay Requests for review by the Project Engineer and Contractor
- Monitor the contractor's compliance with airport operations to include coordination with airport manager and airport users
- Attend and participate in construction progress meetings
- Identify project survey control used in the plans in the field, if needed
- Perform other services as reasonably required by the Client and as outlined in the Contract Documents

**Deliverables:**

- Project site visit notes and/or photos as requested

### 6.3. Project Management

**Description:** Complete construction phase project requirements as required for grant administration, to include, but not limited to, the following:

- Confirm quantities of work completed and prepare Contractor pay requests
- Prepare change orders (if applicable)
- Review test results
- Prepare documentation necessary for CLIENT to request grant reimbursement from the IDOT
- Project Manager will visit the site up to three (3) times to observe progress and/or critical milestones
- Conduct a final project inspection with CLIENT, and Contractor and prepare inspection report
- Recommendation of acceptance to CLIENT when appropriate
- Complete final project closeout as required by IDOT

**Deliverables:**

- Pay Requests
- Change Orders
- Reimbursement Requests from IDOT
- Final Inspection Report and Recommendation for Acceptance

## 7. SPECIAL SERVICES

### 7.1. Geotechnical Investigation

**Description:** Geotechnical investigation is being completed as a part of Task Order #12

### 7.2. Construction Testing

**Description:** Provided by others (Contractor Provided)

## I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A or 1.B above shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services or Construction Phase Services; or exceed the requirements of the Basic Services or Construction Phase Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures, or schedule of the project contractor.

Additional services may include:

1. CONSTRUCTION STAKING. Perform construction staking and furnish necessary equipment and supplies to establish grade and line for the contractor's guidance in construction of the project and in accordance with the contract documents. As part of the plans and specifications for the project, it is assumed that the contractor will be providing layout and construction staking for the project.
2. If additional construction observation time beyond the maximum estimated number of hours is needed, then these additional hours above and beyond will be considered as additional services and subject to additional compensation.
3. All other services not specifically identified in this task order

## I.C. ITEMS PROVIDED BY CLIENT

The following items are to be provided by CLIENT:

1. Existing mapping, reports, and other pertinent information

Progress payments shall be made in accordance with Section 3 of the MASTER AGREEMENT.

**EXHIBIT B – FEE ATTACHMENT**

This **FEE ATTACHMENT** is part of **AMENDMENT #2** to the original Work Order #5 Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

TASK 5 – DESIGN AND BIDDING(IDOT)	\$ 25,000.00 (lump sum)
<u>TASK 6 – CONSTRUCTION ADMINISTRATION (IDOT)</u>	<u>\$ 42,500.00 (lump sum)</u>
<b>TOTAL AUTHORIZED FEE</b>	<b>\$ 67,500.00</b>
 Estimated IowaDOT Share (up to 80%)	 \$ 54,000.00
Estimated Local Share (as low as 20%)	\$ 13,500.00

2. **SCHEDULE:** Schedule for performance of services will be modified as follows or as set forth in the Agreement, such that all services will be completed as follows:

3	DESIGN AND CONSTRUCTION	February 2026 – November 2027
---	-------------------------	-------------------------------

\*Dates shown in the schedule subject to change based on the timeline associated with the FAA funded portion of this project which may be FAA grant submission deadlines to be released later in the federal register, staffing availability and/or review time needed by FAA, or the dates for construction as they align with the FAA funded portion of this project. It also assumes timely completion of the construction portion of the project by the prime contractor.



H:\GRINNELL\_CI\_IA\24XI136954000\CAD\C3D\MISC\_136954-Site Layout Exhibit 2026 2 3.dwg 2/3/2026 2:47:54 PM

**RESOLUTION NO. 2026-36**

**RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 13 IN THE AMOUNT OF \$42,884.52 TO CALDWELL TANKS, INC. FOR THE SOUTH WATER TOWER PROJECT.**

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

WHEREAS, Pay Estimate No. 13 has been initiated by the City of Grinnell and Caldwell Tanks, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 13; 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 \$42,884.52 to Caldwell Tanks, Inc. for the South Water Tower Project.

Passed and adopted this 6<sup>th</sup> day of April 2026.

---

Sam Cox, Mayor

Attest:

---

Alyssa Devig, City Clerk/Finance Director



**MATERIALS STORED SUMMARY**

Item No.	Description	Unit	Quantity	Unit Price	Extended Cost
<b>Total Materials Stored</b>					<b>\$0.00</b>

SUMMARY			
		<b>Original Contract</b>	<b>Total Completed</b>
<b>Bid Item Subtotal</b>		\$3,740,000.00	\$2,756,113.80
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Iowa DNR Modifications	\$0.00	\$0.00
2	Logo Modifications and Door Stoop	\$22,102.50	\$0.00
3		\$0.00	\$0.00
Total Change Orders		\$22,102.50	\$0.00
		Total Approved	Total Completed
<b>Revised Contract Price</b>		\$3,762,102.50	\$2,756,113.80
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$2,756,113.80
Retainage (5%)			\$137,805.69
Total Earned Less Retainage			\$2,618,308.11
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	October 17, 2024 to October 25, 2024	\$106,590.00	
2	October 26, 2024 to March, 25, 2025	\$75,501.25	
3	March 26, 2024 to April 25, 2025	\$37,520.25	
4	April 26, 2025 to May 25, 2025	\$210,216.00	
5	May 26, 2025 to June 25, 2025	\$119,476.13	
6	June 26, 2025 to July 25, 2025	\$786,939.98	
7	July 26, 2025 to August 25, 2025	\$281,293.79	
8	August 26, 2025 to September 25, 2025	\$185,657.27	
9	September 26, 2025 to October 25, 2025	\$322,833.75	
10	October 26, 2025 to November 20, 2025	\$277,925.73	
11	November 21, 2025 to December 25, 2025	\$96,421.53	
12	December 26, 2025 to January 29, 2026	\$75,047.91	
		Total Previously Approved	\$2,575,423.59
<b>Amount Due This Request</b>			<b>\$42,884.52</b>
Note: The amount <b>\$42,884.52</b> is recommended for approval for payment in accordance with the terms of the Contract.			
<b>CONTRACT SUMMARY</b>			
		ORIGINAL CONTRACT AMOUNT	\$3,740,000.00
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$3,762,102.50
		THIS PARTIAL PAYMENT	\$42,884.52
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$2,618,308.11
		BALANCE	\$1,143,794.39
		PERCENT COMPLETE	73.3%
<b>Recommended By:</b> Veenstra & Kimm, Inc.		<b>Contractor:</b> Caldwell Tanks, Inc.	<b>Approved by:</b> City of Grinnell
Signature	<i>Forrest Aldrich</i>	Signature	<i>Cindy Biddle</i>
Name	Forrest Aldrich	Name	Cindy Biddle
Title	Project Engineer	Title	Sr. Staff Accountant
Date	2/26/2026	Date	2/27/2026

**RESOLUTION NO. 2026-37**

**RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 4 IN THE AMOUNT OF \$63,891.45 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. 4 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. 4; 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 \$63,891.45 to Caliber Concrete for the Veterans Monument and Plaza Project.

Passed and adopted this 6<sup>th</sup> day of April 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 #:** 4  
**PERIOD TO:** 03/25/26  
**PROJECT NOS:**

**CONTRACT DATE:** 09/11/25

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	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.

<b>1. ORIGINAL CONTRACT SUM</b> -----	\$	708,598.02
<b>2. Net change by Change Orders</b> -----	\$	-40,195.54
<b>3. CONTRACT SUM TO DATE (Line 1 +/- 2)</b>	\$	668,402.48
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> -\$		529,558.68
(Column G on Continuation Sheet)		
<b>5. RETAINAGE:</b>		
a. 5.0% of Completed Work	\$	26,196.78
(Columns D+E on Continuation Sheet)		
b. 10.0% of Stored Material	\$	562.30
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet	\$	26,759.08
<b>6. TOTAL EARNED LESS RETAINAGE</b> -----	\$	502,799.60
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate)-----	\$	438,908.15
<b>8. CURRENT PAYMENT DUE</b> -----	\$	63,891.45
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Line 3 less Line 6)	\$	165,602.88

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

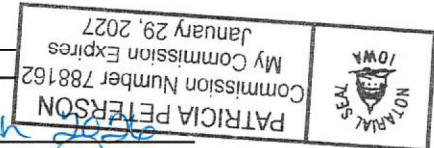
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

**CONTRACTOR:**

By: Michael D. Cothran Date: 3-31-2026

State of: Iowa  
County of: Adair

Subscribed and sworn to before me this 31<sup>st</sup> day of March 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** ----- \$ \$63,891.45

(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: 03/31/2026

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: 4

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	227,731.61	82,742.48	\$ 5,623	\$ 316,097	92%	\$ 27,487	\$ 16,086
25	Brick Paving Reinstallation	9,895.38	517.00		19.14			\$ -	\$ -		\$ 9,895	\$ -
SUBTOTALS PAGE 2		541,293.02				\$399,438.10	\$82,742.48	\$5,623.00	\$ 487,804	90%	\$ 53,489	\$ 24,671

**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4

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		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)	This Period						
26	Concrete Stairs	4,000.00	1.00	1.00	4,000.00	4,000.00				\$ 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	20,800.00				\$ 20,800	100%	\$ -	\$ 1,040
29	Security Cameras, Pole, Wiring	25,000.00	1.00	0.25	25,000.00	6,250.00				\$ 6,250	25%	\$ 18,750	\$ 313
30	Type LA Monument Light Fixtures	3,030.00	1.00	0.24	3,030.00	727.20				\$ 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	259.20				\$ 259	2%	\$ 11,261	\$ 13
33	Type SA Site Light Fixtures	18,840.00	3.00	0.75	6,280.00	4,710.00				\$ 4,710	25%	\$ 14,130	\$ 236
34	Lightening Protection for Monument	8,240.00	1.00	0.25	8,240.00	2,060.00				\$ 2,060	25%	\$ 6,180	\$ 103
35	Lighting Controls System	2,935.00	1.00	0.25	2,935.00	733.75				\$ 734	25%	\$ 2,201	\$ 37
36	Electrical Enclosure	6,695.00	1.00	0.50	6,695.00	3,347.50				\$ 3,348	50%	\$ 3,348	\$ 167
37	Lighting Branch Circuits	33,475.00	1.00	0.75	33,475.00	25,106.25				\$ 25,106	75%	\$ 8,369	\$ 1,255
38	Stablized Construction Entrance	1,545.00	1.00	1.00	1,545.00	1,545.00				\$ 1,545	100%	\$ -	\$ 77
39	Repair of Existing Irrigation System	10,000.00	1.00	0.50	10,000.00	5,000.00				\$ 5,000	50%	\$ 5,000	\$ 250
40	Misc Removals	5,000.00	1.00	1.00	5,000.00	5,000.00				\$ 5,000	100%	\$ -	\$ 250
41	Lawn Seeding	4,000.00	1.00		4,500.00					\$ -		\$ 4,000	\$ -
42										\$ -		\$ -	\$ -
43	<b>CO # 1</b>	(40,195.54)	1.00	0.47	(40,195.54)	(18,891.90)	(18,891.90)			\$ (37,784)		\$ (2,412)	\$ (1,889)
44										\$ -		\$ -	\$ -
45										\$ -		\$ -	\$ -
46										\$ -		\$ -	\$ -
47										\$ -		\$ -	\$ -
48										\$ -		\$ -	\$ -
49										\$ -		\$ -	\$ -
50										\$ -		\$ -	\$ -
SUBTOTALS PAGE 3		667,902.48				\$ 460,085	\$ 63,851	\$ 5,623	\$ 529,559	79%	\$ 138,344	\$ 26,759	

**RESOLUTION NO. 2026-38**

**RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$76,342.88 TO SHIFT GENERAL CONTRACTING FOR THE 4<sup>TH</sup> AVENUE RECONSTRUCTION PROJECT (2026).**

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

WHEREAS, Pay Estimate No. 1 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. 1; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$76,342.88 to Shift General Contracting for the 4<sup>th</sup> Avenue Reconstruction Project (2026).

Passed and adopted this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Sam Cox, Mayor

Attest:

\_\_\_\_\_  
Alyssa Devig, City Clerk/Finance Director

<b>CONTRACTOR:</b>	SHIFT GCC		
<b>PROJECT:</b>	Grinnell 4th Ave Reconstruction		
<b>BID DATE:</b>	10/30/2025		
<b>ADDENDUM:</b>	1		
Original Contract	\$ 734,848.50		
Change Orders	\$ -		
Approved contract Value	\$ 734,848.50		
Completed to date	\$ 78,704.00		
Remaining work	\$ 656,144.50		
Completed to date	\$ 78,704.00		
Retainage	\$ 2,361.12		
Eligible Request	\$ 76,342.88		
Previously Reimbursed	\$ -		
Amount Due	\$ 76,342.88		
<b>ENGINEER:</b>	<i>By: Kay Kats</i>	Date: 3/31/2026	
<b>CITY:</b>			
By:			
Date:			

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

RETAINAGE  
 5%

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	TOTAL EARNED		PAY APPLICATION #1	
						QUANTITY	TOTAL	QUANTITY	TOTAL
1	Mobilization	1	LS	\$ 74,000.00	\$ 74,000.00	0.25	\$ 18,500.00	0.25	\$ 18,500.00
2	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00	0.5	\$ 2,000.00	0.5	\$ 2,000.00
3	Construction Staking	1	LS	\$ 3,500.00	\$ 3,500.00	0.25	\$ 875.00	0.25	\$ 875.00
4	Sidewalk Removal	167	SY	\$ 9.00	\$ 1,503.00	0	\$ -	0	\$ -
5	Driveway Removal	505	SY	\$ 9.00	\$ 4,545.00	0	\$ -	0	\$ -
6	Pavement Removal	2868	SY	\$ 6.00	\$ 17,208.00	902	\$ 5,412.00	902	\$ 5,412.00
7	Storm Intake Removal	4	EA	\$ 500.00	\$ 2,000.00	1	\$ 500.00	1	\$ 500.00
8	Storm Manhole Removal	1	EA	\$ 500.00	\$ 500.00	0	\$ -	0	\$ -
9	Sanitary Manhole Removal	1	EA	\$ 1,000.00	\$ 1,000.00	0	\$ -	0	\$ -
10	SWPPP Preparation	1	LS	\$ 1,500.00	\$ 1,500.00	0.5	\$ 750.00	0.5	\$ 750.00
11	SWPPP Management	1	LS	\$ 2,500.00	\$ 2,500.00	0.25	\$ 625.00	0.25	\$ 625.00
12	Intake Protection	4	EA	\$ 150.00	\$ 600.00	4	\$ 600.00	4	\$ 600.00
13	Water System Connections	3	EA	\$ 4,000.00	\$ 12,000.00	1	\$ 4,000.00	1	\$ 4,000.00
14	Water Valves, 8-inch	2	EA	\$ 3,000.00	\$ 6,000.00	0	\$ -	0	\$ -
15	Water Valves, 12-inch	1	EA	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1	\$ 4,500.00
16	Water Main, 8-inch	94	LF	\$ 105.00	\$ 9,870.00	0	\$ -	0	\$ -
17	Water Main, 12-inch	358	LF	\$ 110.00	\$ 39,380.00	340	\$ 37,400.00	340	\$ 37,400.00
18	Hydrant Relocation	1	EA	\$ 3,400.00	\$ 3,400.00	0	\$ -	0	\$ -
19	Water Services	6	EA	\$ 2,500.00	\$ 15,000.00	0	\$ -	0	\$ -
20	Sanitary Manholes SW-301	1	EA	\$ 6,750.00	\$ 6,750.00	0	\$ -	0	\$ -
21	Storm Manholes SW-401	2	EA	\$ 7,150.00	\$ 14,300.00	0	\$ -	0	\$ -
22	Storm Intakes SW-507	3	EA	\$ 5,250.00	\$ 15,750.00	0	\$ -	0	\$ -
23	Storm Intakes SW-507	1	EA	\$ 5,750.00	\$ 5,750.00	0	\$ -	0	\$ -
24	Storm Sewer, 15"	98	LF	\$ 115.00	\$ 11,270.00	0	\$ -	0	\$ -
25	Storm Sewer, 24" DIP	20	LF	\$ 150.00	\$ 3,000.00	0	\$ -	0	\$ -
26	Temporary Surfacing	300	SY	\$ 17.00	\$ 5,100.00	0	\$ -	0	\$ -
27	PCC Sidewalk	511	SY	\$ 55.00	\$ 28,105.00	0	\$ -	0	\$ -
28	Truncated Domes	178	SF	\$ 50.00	\$ 8,900.00	0	\$ -	0	\$ -
29	6" PCC Driveway	514	SY	\$ 55.00	\$ 28,270.00	0	\$ -	0	\$ -
30	7" PCC Pavement	2842	SY	\$ 60.00	\$ 170,520.00	0	\$ -	0	\$ -
31	Grading from Cross Sections	160	CY	\$ 23.00	\$ 3,680.00	0	\$ -	0	\$ -
32	Subgrade Preparation	3359	SY	\$ 1.50	\$ 5,038.50	0	\$ -	0	\$ -
33	Unclassified Excavation	560	CY	\$ 23.00	\$ 12,880.00	154	\$ 3,542.00	154	\$ 3,542.00
34	Modified Subbase 6"	3359	SY	\$ 12.00	\$ 40,308.00	0	\$ -	0	\$ -
35	Geogrid	300	SY	\$ 2.25	\$ 675.00	0	\$ -	0	\$ -
36	Longitudinal Subdrain, 4"	1597	LF	\$ 18.00	\$ 28,746.00	0	\$ -	0	\$ -
37	Subdrain Cleanouts	8	EA	\$ 1,000.00	\$ 8,000.00	0	\$ -	0	\$ -
38	Subdrain Outlet	8	EA	\$ 350.00	\$ 2,800.00	0	\$ -	0	\$ -
39	2 Globe Fixture, Pole and Footing	4	EA	\$ 9,000.00	\$ 36,000.00	0	\$ -	0	\$ -
40	4 Globe Fixture, Pole and Footing	2	EA	\$ 12,500.00	\$ 25,000.00	0	\$ -	0	\$ -
41	Electrical System	1	LS	\$ 25,000.00	\$ 25,000.00	0	\$ -	0	\$ -
42	Lighting Cabinet	1	EA	\$ 40,000.00	\$ 40,000.00	0	\$ -	0	\$ -
43	Hydroseed, Mulch and Fertilize	1.2	AC	\$ 5,000.00	\$ 6,000.00	0	\$ -	0	\$ -
				TOTAL	\$ 734,848.50	TOTAL	\$ 78,704.00	TOTAL	\$ 78,704.00
<b>CHANGE ORDERS &amp; CHANGE REQUESTS</b>									
					\$ -	0	\$ -	0	\$ -
					\$ -	0	\$ -	0	\$ -
					\$ -	0	\$ -	0	\$ -
				TOTAL C/O	\$ -	TOTAL	\$ -	TOTAL	\$ -
				TOTAL CONTRACT	\$ 734,848.50	TOTAL EARNED	\$ 78,704.00	TOTAL PAY APP 1	\$ 78,704.00
						TOTAL RETAINAGE	\$ 2,361.12	RETAINAGE	\$ 2,361.12
								TOTAL CHECK	\$ 76,342.88

**RESOLUTION NO. 2026-39**

**RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 13 IN THE AMOUNT OF \$843,846.39 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. 13 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. 13; 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 \$843,846.39 to WRH, Inc. for the Water Plant Project.

Passed and adopted this 6<sup>th</sup> day of April 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>13 (Thirteen)</u>	Application Period: From	<u>3/1/2026</u>	to	<u>3/31/2026</u>	Application Date:	<u>3/25/2026</u>
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<p><b>Contractor's Certification</b></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 is in accordance with the Contract Documents and is not defective.</p>	<table style="width:100%; border-collapse: collapse;"> <tr><td style="width:70%;">1. Original Contract Price</td><td style="width:10%;"></td><td style="width:20%; text-align:right;"><u>\$ 18,990,000.00</u></td></tr> <tr><td>2. Net change by Change Orders</td><td></td><td style="text-align:right;"><u>\$ 140,271.26</u></td></tr> <tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td></td><td style="text-align:right;"><u>\$ 19,130,271.26</u></td></tr> <tr><td>4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)</td><td></td><td style="text-align:right;"><u>\$ 8,960,510.41</u></td></tr> <tr><td>5. Retainage</td><td></td><td></td></tr> <tr><td style="padding-left: 20px;">a. <u>5%</u> X <u>\$7,718,241.08</u> Work Completed</td><td></td><td style="text-align:right;"><u>\$ 385,912.05</u></td></tr> <tr><td style="padding-left: 20px;">b. <u>5%</u> X <u>\$1,242,269.33</u> Stored Materials</td><td></td><td style="text-align:right;"><u>\$ 62,113.46</u></td></tr> <tr><td style="padding-left: 20px;">c. Less Early Release of Retainage</td><td></td><td style="text-align:right;"><u>\$ -</u></td></tr> <tr><td style="padding-left: 20px;">d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)</td><td></td><td style="text-align:right;"><u>\$ 448,025.51</u></td></tr> <tr><td>6. Amount Eligible to Date (Line 4 - Line 5.d)</td><td></td><td style="text-align:right;"><u>\$ 8,512,484.90</u></td></tr> <tr><td>7. Less Previous Payments (Line 6 from Prior Application)</td><td></td><td style="text-align:right;"><u>\$ 7,668,638.51</u></td></tr> <tr><td>8. <b>Amount Due This Application</b></td><td></td><td style="text-align:right;"><u>\$ 843,846.39</u></td></tr> <tr><td>9. Balance to Finish, Including Retainage (Line 3 - Line 4)</td><td></td><td style="text-align:right;"><u>\$ 10,617,786.36</u></td></tr> </table>	1. Original Contract Price		<u>\$ 18,990,000.00</u>	2. Net change by Change Orders		<u>\$ 140,271.26</u>	3. Current Contract Price (Line 1 + Line 2)		<u>\$ 19,130,271.26</u>	4. Total Work Completed and Materials Stored to Date (Column G Lump Sum Total)		<u>\$ 8,960,510.41</u>	5. Retainage			a. <u>5%</u> X <u>\$7,718,241.08</u> Work Completed		<u>\$ 385,912.05</u>	b. <u>5%</u> X <u>\$1,242,269.33</u> Stored Materials		<u>\$ 62,113.46</u>	c. Less Early Release of Retainage		<u>\$ -</u>	d. Total Retainage (Line 5.a + Line 5.b - Line 5.c)		<u>\$ 448,025.51</u>	6. Amount Eligible to Date (Line 4 - Line 5.d)		<u>\$ 8,512,484.90</u>	7. Less Previous Payments (Line 6 from Prior Application)		<u>\$ 7,668,638.51</u>	8. <b>Amount Due This Application</b>		<u>\$ 843,846.39</u>	9. Balance to Finish, Including Retainage (Line 3 - Line 4)		<u>\$ 10,617,786.36</u>
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Contractor: <u>WRH, Inc.</u> Signature:  Date:  	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Recommended by Engineer - McClure Engineering Company</td> <td style="width:20%;"></td> <td style="width:30%;"></td> </tr> <tr> <td>By: _____</td> <td>Title: <u>Project Manager</u></td> <td>Date: <u>4/2/2026</u></td> </tr> <tr> <td colspan="3">Approved by Owner - City of Grinnell, IA</td> </tr> <tr> <td>By: _____</td> <td>Title: <u>Mayor</u></td> <td>Date: <u>4/6/2026</u></td> </tr> <tr> <td colspan="3">Approved by Funding Agency</td> </tr> <tr> <td>By: _____</td> <td>Title: _____</td> <td>Date: _____</td> </tr> </table>	Recommended by Engineer - McClure Engineering Company			By: _____	Title: <u>Project Manager</u>	Date: <u>4/2/2026</u>	Approved by Owner - City of Grinnell, IA			By: _____	Title: <u>Mayor</u>	Date: <u>4/6/2026</u>	Approved by Funding Agency			By: _____	Title: _____	Date: _____
Recommended by Engineer - McClure Engineering Company																			
By: _____	Title: <u>Project Manager</u>	Date: <u>4/2/2026</u>																	
Approved by Owner - City of Grinnell, IA																			
By: _____	Title: <u>Mayor</u>	Date: <u>4/6/2026</u>																	
Approved by Funding Agency																			
By: _____	Title: _____	Date: _____																	

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.: 13 (Thirteen) Application Period: From 03/01/26 to 03/31/26 Application Date: 03/25/26

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								
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>								
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	180,000.00	15,000.00	-	195,000.00	46%	225,000.00
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	27,775.00	2,150.00	-	29,925.00	50%	30,075.00
<b>DIVISION 2 - EXISTING CONDITIONS</b>								
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
<b>DIVISION 3 - CONCRETE</b>								
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
<b>DIVISION 4 - UNIT MASONRY</b>								
4.1	Masonry Submittals	10,000.00	10,000.00	-	-	10,000.00	100%	-
4.2	Unit Masonry ( CMU )	540,000.00	540,000.00	-	-	540,000.00	100%	-
4.3	Unit Masonry ( Brick )	360,000.00	352,500.00	7,500.00	-	360,000.00	100%	-
<b>DIVISION 5 - METALS</b>								
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	84,150.00	7,500.00	-	91,650.00	100%	-
<b>DIVISION 6 - WOOD, PLASTICS, COMPOSITES</b>								
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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Contractor:	WRH, Inc. - South Amana, IA	Contractor's Project No.:	2402-00-1445
Project:	Water System Improvements 2023		
Contract:	Water Treatment Plant		

Application No.: 13 (Thirteen) Application Period: From 03/01/26 to 03/31/26 Application Date: 03/25/26

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 (\$)				
<b>DIVISION 7 - THERMAL and MOISTURE PROTECTION</b>								
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	41,750.00	-	55,000.00	100%	-
7.7	Thermoplastic Polyolefin Roofing	150,000.00	150,000.00	-	-	150,000.00	100%	-
7.8	Sheet Metal Work	45,700.00	35,700.00	10,000.00	-	45,700.00	100%	-
7.9	Access Hatches	5,000.00	5,000.00	-	-	5,000.00	100%	-
7.10	Joint Sealants	20,000.00	-	-	-	-	0%	20,000.00
<b>DIVISION 8 - OPENINGS</b>								
8.1	Openings Submittals	10,000.00	10,000.00	-	-	10,000.00	100%	-
8.2	Hollow Metal Frames and Doors	30,000.00	17,000.00	13,000.00	-	30,000.00	100%	-
8.3	Flush Wood Doors	15,777.00	3,000.00	-	8,512.00	11,512.00	73%	4,265.00
8.4	Insulated Rolling Service Doors	150,000.00	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	98,000.00	-	-	98,000.00	90%	10,800.00
<b>DIVISION 9 - FINISHES</b>								
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	-	45,000.00	-	45,000.00	18%	205,000.00
9.9	High-Performance Coatings	120,000.00	-	-	-	-	0%	120,000.00
<b>DIVISION 10 - SPECIALTIES</b>								
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

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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		

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<b>DIVISION 12 - FURNISHINGS</b>								
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
<b>DIVISION 21 - FIRE SUPPRESSION</b>								
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	20,000.00		25,000.00	56%	19,620.00
<b>DIVISION 22 - PLUMBING</b>								
22.1	Plumbing Submittals	5,000.00	5,000.00	-		5,000.00	100%	-
22.2	Facility Water Distribution ( Labor )	130,000.00	50,700.00	17,000.00		67,700.00	52%	62,300.00
22.3	Facility Water Distribution ( Materials )	85,000.00	65,500.00	3,500.00		69,000.00	81%	16,000.00
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	6,000.00		23,500.00	73%	8,500.00
22.7	Facility Storm Sewage ( Materials )	50,000.00	25,000.00	25,000.00		50,000.00	100%	-
<b>DIVISION 23 - HVAC</b>								
23.1	HVAC Submittals	15,000.00	15,000.00	-		15,000.00	100%	-
23.2	HVAC Equipment	370,000.00	112,510.12	-	72,551.00	185,061.12	50%	184,938.88
23.3	HVAC Labor	257,100.00	117,500.00	30,000.00		147,500.00	57%	109,600.00
23.4	Testing and balancing	25,000.00	-	-		-	0%	25,000.00
<b>DIVISION 26 - ELECTRICAL</b>								
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	154,552.31	33,026.34	137,653.35	325,232.00	61%	209,768.00
26.5	Wiring Material (conduit and wiring) ( Labor )	400,000.00	108,780.10	30,000.00		138,780.10	35%	261,219.90
26.6	Electrical Equipment ( Materials )	515,000.00	77,056.88	28,500.00		105,556.88	20%	409,443.12
26.7	Electrical Equipment ( Labor )	215,000.00	31,750.00	1,000.00		32,750.00	15%	182,250.00
26.8	Lighting and Wiring Devices ( Materials )	100,000.00	9,545.00	4,772.50	7,356.90	21,674.40	22%	78,325.60
26.9	Lighting and Wiring Devices ( Labor )	60,000.00	4,455.50	4,500.00		8,955.50	15%	51,044.50
26.10	Well 8 Standby Power Systems ( Materials )	165,000.00	-	-	31,206.00	31,206.00	19%	133,794.00
26.11	Well 8 Standby Power Systems ( Labor )	85,000.00	-	-		-	0%	85,000.00
26.12	Well 9 Standby Power System ( Materials )	175,000.00	-	-	34,609.00	34,609.00	20%	140,391.00
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	-	-	98,605.00	98,605.00	23%	321,395.00
26.15	WTP Standby Power System ( Labor )	100,000.00	-	-		-	0%	100,000.00

**Progress Estimate - Lump Sum Work**

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<b>DIVISION 28 - ELECTRIC SAFETY AND SECURITY</b>								
28.1	Electric Safety and Security Submittals	10,000.00	5,000.00	-		5,000.00	50%	5,000.00
28.2	Access Control and Surveillance ( Materials )	13,598.00	-	-	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
<b>DIVISION 31 - EARTHWORK</b>								
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	48,000.00	12,000.00		60,000.00	75%	20,000.00
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>								
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
<b>DIVISION 33 - UTILITIES</b>								
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	165,349.13	29,650.87	50,000.00	245,000.00	89%	30,000.00
33.8	Sanitary Utility System	150,000.00	63,000.00	27,000.00		90,000.00	60%	60,000.00
33.9	Storm Water Utility System	150,000.00	75,000.00	75,000.00		150,000.00	100%	-

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<b>DIVISION 40 - PROCESS INTERCONNECTIONS</b>								
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	120,000.00	-		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	-	-	79,307.00	79,307.00	22%	275,693.00
40.11	Control Descriptions ( Labor )	30,000.00	-	-		-	0%	30,000.00
40.12	Scada System Equipment ( Materials )	525,000.00	-	15,800.00		15,800.00	3%	509,200.00
40.13	Scada System Equipment ( Labor )	85,000.00	-	2,500.00		2,500.00	3%	82,500.00
40.14	Controls Startup and Training	15,000.00	-	-		-	0%	15,000.00
<b>DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT</b>								
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
<b>DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT</b>								
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	41,500.00	-	230,000.00	100%	-
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

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<b>DIVISION 46 - WATER AND WASTEWATER EQUIPMENT</b>									
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	-	10,000.00	292,467.00	302,467.00	13%	1,949,203.00	
46.6	Membrane Treatment Equipment ( Release To FAB )	230,000.00	230,000.00	-	-	230,000.00	100%	-	
		\$ 18,990,000.00	\$ 7,041,505.04	\$ 558,649.71	\$ 1,242,269.33	\$ 8,842,424.08	47%	\$ 10,147,575.92	

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Change Orders									
CO-1.1	CAR-1: Removal of two cistern structures and additional excavation 3-FT beneath clearwell to remove unsuitable materials.	45,819.30	45,819.30	-		45,819.30	100%	-	
CO-1.2	CAR-2: Removal of cistern structure, removal of concrete pad, and soil remediation of slurry pit.	11,733.67	11,733.67	-		11,733.67	100%	-	
CO-1.3	CAR-5: Furnish and installation of loose lintels for masonry openings.	3,822.01	3,822.01	-		3,822.01	100%	-	
CO-1.4	CAR-6: Furnish materials and construction of pipe trench sump drain in lieu of sump pump and associated piping, and adjustments to flush box.	16,531.94	16,531.94	-		16,531.94	100%	-	
CO-1.5	CAR-7: Relocation of Well 9 Stand-by Generator.	18,324.00	-	-		-	0%	18,324.00	
CO-1.6	CAR-8: Additional excavation to uncover damaged water main piping.	1,658.52	1,658.52	-		1,658.52	100%	-	
CO-1.7	CAR-10: Deduction for clearwell concrete testing services.	(9,000.00)	(9,000.00)	-		(9,000.00)	100%	-	
CO-2.1	CAR-11: Application of solvent-based in lieu of water-based air barrier	4,583.32	4,583.32	-		4,583.32	100%	-	
CO-2.2	CAR-12: Additional steel angle installed in overhead door openings	7,760.93	3,900.00	-		3,900.00	50%	3,860.93	
CO-3.1	CAR-13: SMI winter conditions for 2025	19,039.48	19,039.48	-		19,039.48	100%	-	
CO-4.1	CAR-16: Water Service Valve	4,811.20	-	4,811.20		4,811.20	100%	-	
CO-4.2	CAR-17: Sanitary Service Piping Materials	4,006.22	-	4,006.22		4,006.22	100%	-	
CO-5.1	CAR-18: Exploratory Excavation per RFI-49	3,759.67	-	3,759.67		3,759.67	100%	-	
CO-5.2	CAR-19: SMI Winter Conditions #2	7,421.00	-	7,421.00		7,421.00	100%	-	
			-			-		-	
			-			-		-	
			-			-		-	
			-			-		-	
			-			-		-	
			-			-		-	
			-			-		-	
<b>Change Order Totals</b>		<b>\$ 140,271.26</b>	<b>\$ 98,088.24</b>	<b>\$ 19,998.09</b>	<b>\$ -</b>	<b>\$ 118,086.33</b>	<b>84%</b>	<b>\$ 22,184.93</b>	
Original Contract and Change Orders									
<b>Project Totals</b>		<b>\$ 19,130,271.26</b>	<b>\$ 7,139,593.28</b>	<b>\$ 578,647.80</b>	<b>\$ 1,242,269.33</b>	<b>\$ 8,960,510.41</b>	<b>47%</b>	<b>\$ 10,169,760.85</b>	

**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.: 13 (Thirteen) Application Period: From 03/01/26 to 03/31/26 Application Date: 03/25/26

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, Waterslop, Wall Ties, Insulation Board	On-site	PA-3, -4	48,269.82	-	48,269.82	38,269.82	-	38,269.82	10,000.00
5.2	9192025EE	05 12 00	Structural Steel	On-site	PA-7	37,500.00	-	37,500.00	37,500.00	-	37,500.00	-
5.3	9242025AE	05 21 00	Joist & Decking	On-site	PA-7	97,750.00	-	97,750.00	97,750.00	-	97,750.00	-
8.2	91613	Div. 08	HM Doors, Frames, Hardware	On-site	PA-11	8,512.00	-	8,512.00	-	8,512.00	8,512.00	-
8.3	91613	Div. 08	Wood Doors, Frames, Hardware	On-site	PA-11	8,512.00	-	8,512.00	-	-	-	8,512.00
8.4	27506094-1	08 33 00	Insulated Rolling Service Doors	North Liberty, IA	PA-8	81,659.00	-	81,659.00	81,659.00	-	81,659.00	-
8.5	Multiple (3 invoices)	08 41 13	Aluminum Storefront Framing	Des Moines, IA	PA-10	24,995.50	-	24,995.50	24,995.50	-	24,995.50	-
23.2	Multiple	23 05 20	HVAC Equipment	West Des Moines, IA	PA-4, -7, -8, 12	171,851.12	-	171,851.12	99,300.12	-	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	154,552.31	33,026.34	187,578.65	137,653.35
26.8	Multiple	26 27 24	Lighting and Devices	On-site	PA-7, -9	21,674.40	-	21,674.40	9,545.00	4,772.50	14,317.50	7,356.90
26.10	044679	26 32 11	Well 8 Standby Power Systems	Newton, IA	PA-13	-	31,206.00	31,206.00	-	-	-	31,206.00
26.12	044679	26 32 11	Well 9 Standby Power Systems	Newton, IA	PA-13	-	34,609.00	34,609.00	-	-	-	34,609.00
26.14	044679	26 32 10	WTP Standby Power Systems	Newton, IA	PA-13	-	98,605.00	98,605.00	-	-	-	98,605.00
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	149,676.06	20,000.00	169,676.06	50,000.00
40.6	241017APR2-1 241017APR2-2	40 05 23	IEE - Valves	On-site	PA-11, -12	43,031.08	-	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
40.10	044679	40 70 00	Instrumentation for Process System	Newton, IA	PA-13	-	79,307.00	79,307.00	-	-	-	79,307.00
43.2	9268	43 23 32	Vertical Turbine Pump Motors	On-site	PA-10	35,271.60	-	35,271.60	-	35,271.60	35,271.60	-
43.15	4474	43 42 00	Surge Relief Vessels	On-site	PA-10	166,103.00	-	166,103.00	-	-	-	166,103.00
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	167,467.00	292,467.00	-	-	-	292,467.00
						-		-	-	-	-	-
<b>Totals</b>						\$ 1,625,905.58	\$ 411,194.00	\$ 2,037,099.58	\$ 693,247.81	\$ 101,582.44	\$ 794,830.25	\$ 1,242,269.33

# Partial Pay Estimates Paid-to-Date

# 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>13 (Thirteen)</u> Application Period: From <u>03/01/26</u> to <u>03/31/26</u> Application Date: <u>03/25/26</u>	

Original Contract Amount: \$ 18,990,000.00

Approved Project Change Orders		
Number	Date	Amount
01	10/6/2025	\$ 88,889.44
02	11/17/2025	\$ 12,344.25
03	1/5/2026	\$ 19,039.48
04	3/5/2026	\$ 8,817.42
05		\$ 11,180.67

Revised Contract Amount: \$ 19,130,271.26

Pay Estimates Paid-to-Date		
Pay Estimate Number	Date	Amount
01	4/7/2025	\$ 813,817.50
02	5/5/2025	\$ 236,550.00
03	7/7/2025	\$ 184,113.63
04	7/7/2025	\$ 478,268.13
05	8/4/2025	\$ 358,677.42
06	9/2/2025	\$ 940,618.75
07	10/6/2025	\$ 932,823.64
08	11/3/2025	\$ 903,350.46
09	12/2/2025	\$ 613,875.99
10	1/5/2026	\$ 684,354.90
11	2/3/2026	\$ 790,041.76
12	3/2/2026	\$ 732,146.33
13		
Total Estimates Paid to Date:		\$ <u>7,668,638.51</u>
Total Construction Cost:		\$ <u>7,668,638.51</u>



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

3/25/2026

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.

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

## PROPERTY INFORMATION

<b>LOCATION/DESCRIPTION</b> 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    X    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 \$296,432.50.
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## 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

<b>NAME AND ADDRESS</b>  Wendler 415 12th Ave . SE Cedar Rapids, IA 52401	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	LOAN #	
<b>AUTHORIZED REPRESENTATIVE</b> 			



INVOICE		
DATE	NUMBER	PAGE
2/25/2026	044679	1 of 1

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

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

ATTENTION:

TEVANS@VANMAANENELECTRIC.COM

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

QUANTITY	PART NO.	DESCRIPTION
1.00	20250006AE	DISTRIBUTION PANELS
1.00	20250006ENG	ENGINEERING / SUBMITTALS

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

<p>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 <a href="http://www.automaticsystemsco.com/master-tcs">www.automaticsystemsco.com/master-tcs</a>, and (ii) the Supplemental Seller T&amp;Cs available at <a href="http://www.automaticsystemsco.com/supplemental-seller-tcs">www.automaticsystemsco.com/supplemental-seller-tcs</a>.</p> <p><b>*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</b></p>	SUBTOTAL:	\$243,727.00
	TAX:	\$0.00
	TOTAL:	\$243,727.00

WARNING  
AVVERTENZA  
ATTENTION

Crinnell  
WTP  
Well 9  
3/17 JM

AVVERTENCIA  
AVERTISSEMENT



129 109 830

DO NOT  
DOUBLE  
STACK

AVVERTENCIA  
AVERTISSEMENT

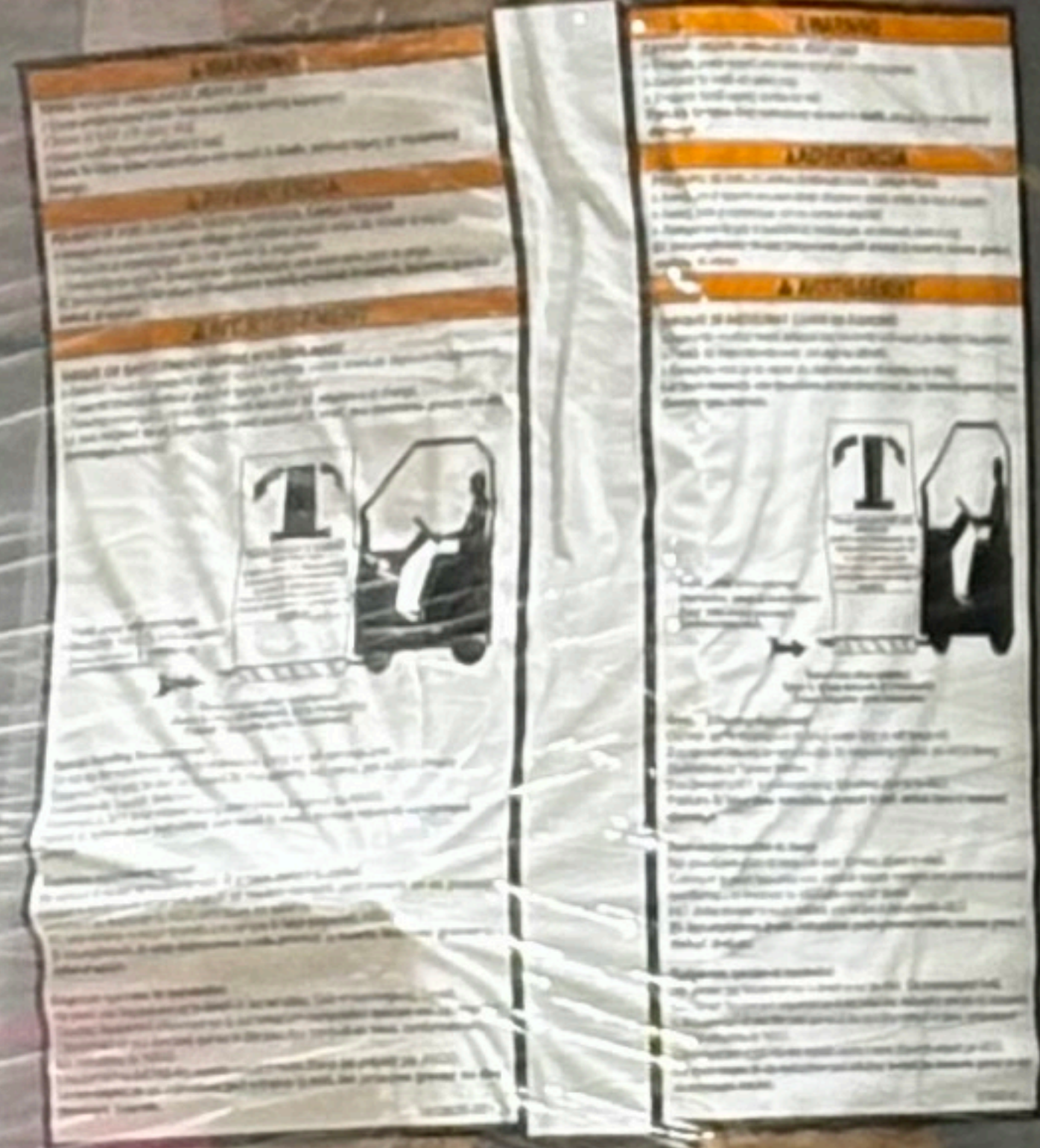
Grinnell Water  
Treatment Plant

3/2

JH

Grinnell Water Treatment  
Plant

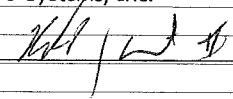
Grinnell  
WTP  
3/21/20



120  
211

100

<b>CONTRACTOR'S PERIODIC ESTIMATE FOR PAYMENT NO: 3</b>		<b>Project #25-2726C</b>		<b>DATE:</b>		3/24/2026	
GC:	WRH, Inc.	REMIT TO		PROJECT:	Grinnell, IA		
	PO Box 256 Amana, IA 52203	CONTRACTOR:	Harn R/O Systems, Inc. 310 Center Court Venice, FL 34285	CONTRACTOR PO:	1445-004		
				FROM:	12/1/2025		
				TO:	3/24/2026		
TERMS: 30 Days				CONTRACT AMOUNT:	\$ 2,251,670.00		

ITEM NO.	DESCRIPTION OF WORK	WORK COMPLETED			TOTAL COMPLETED TO DATE	PERCENT TO DATE	BALANCE TO FINISH
		SCHEDULED VALUE	FROM PREV. APPLICATION	THIS PERIOD			
1	General Conditions	\$ 87,000.00	\$ 21,750.00	\$ 8,700.00	\$ 30,450.00	35%	\$ 56,550.00
2	Engineering, Shop Drawings, Submittals	\$ 157,000.00	\$ 117,750.00	\$ -	\$ 117,750.00	75%	\$ 39,250.00
3	Bag & Cartridge Filter Housngs	\$ 240,000.00	\$ -	\$ 240,000.00	\$ 240,000.00	100%	\$ -
4	Feed & Interstage Boost Pumps	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 110,000.00	100%	\$ -
5	Pressure Vessels	\$ 125,000.00	\$ 125,000.00	\$ -	\$ 125,000.00	100%	\$ -
6	Membrane Elements	\$ 325,000.00	\$ -	\$ -	\$ -	0%	\$ 325,000.00
7	NF Trains	\$ 607,670.00	\$ -	\$ 60,767.00	\$ 60,767.00	10%	\$ 546,903.00
8	Instrumentation and Controls	\$ 285,000.00	\$ -	\$ -	\$ -	0%	\$ 285,000.00
9	Raw & Finished Water Sample Boards	\$ 80,000.00	\$ -	\$ -	\$ -	0%	\$ 80,000.00
10	Antiscalant Dosing Systems	\$ 75,000.00	\$ -	\$ -	\$ -	0%	\$ 75,000.00
11	CIP/Permeate Flush Equipment	\$ 95,000.00	\$ -	\$ 95,000.00	\$ 95,000.00	100%	\$ -
12	Delivery and Installation Supervision	\$ 40,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	20%	\$ 32,000.00
13	Start-up, Testing and Training	\$ 25,000.00	\$ -	\$ -	\$ -	0%	\$ 25,000.00
<b>TOTAL ORIGINAL CONTRACT</b>		<b>\$ 2,251,670.00</b>	<b>\$ 264,500.00</b>	<b>\$ 522,467.00</b>	<b>\$ 786,967.00</b>	<b>35%</b>	<b>\$ 1,464,703.00</b>
<b>CONTRACT SUM TO DATE</b>		<b>\$ 2,251,670.00</b>	<b>\$ 264,500.00</b>	<b>\$ 522,467.00</b>	<b>\$ 786,967.00</b>	<b>35%</b>	<b>\$ 1,464,703.00</b>
					ORIGINAL CONTRACT SUM:	\$	2,251,670.00
					CHANGE ORDERS:	\$	-
We Certify That This Estimate Is Correct Harn R/O Systems, Inc.					CONTRACT SUM TO DATE:	\$	2,251,670.00
					TOTAL COMPLETED TO DATE:	\$	786,967.00
BY: 					RETAINAGE 5% OF TOTAL COMPLETED SUM TO DATE:	\$	39,348.35
					TOTAL EARNED LESS RETAINAGE:	\$	747,618.65
					LESS PREVIOUS BILLINGS:	\$	251,275.00
We Have Checked This Estimate and Approve Payment					PAYMENT DUE:	\$	496,343.65
GENERAL CONTRACTOR			ENGINEER	BALANCE TO FINISH INCLUDING RETAINAGE:		\$	1,504,051.35
BY:			BY:				



HARN R/O SYSTEMS, INC. – 310 CENTER COURT - VENICE, FLORIDA 34285  
Phone 941-488-9671

**PARTIAL RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of, and contingent upon receipt of the sum of **FOUR HUNDRED NINETY-SIX THOUSAND, THREE HUNDRED FORTY-THREE and 65/100 (\$496,343.65)** to be paid by WRH, Inc. for Draw #3. Receipt of which is being induced by this release hereby releases and quit claims all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have against the building on premises legally described as:

Grinnell, IA Water Treatment Plant Improvements

**Grinnell, IA**

on account of labor performed and/or material furnished for the construction of any improvements thereon. That all labor and materials used by the undersigned in the erection of said improvements have been fully paid for, or will be paid for from the payment recited above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24<sup>th</sup> day of March, 2026

WITNESSES:

Amir Eckhaus  
Peric J. Y

[Signature]  
Signature  
Harn R/O Systems, Inc.  
Company

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to and subscribed before me this 24<sup>th</sup> day of March, 2026

Tina M. Tine  
Comm.: HH 662247  
Expires: Apr. 9, 2029  
Notary Public - State of Florida

[Signature]  
Notary Public

**RESOLUTION NO. 2026-40**

**A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 5 IN THE AMOUNT OF \$11,180.67 FOR A NET INCREASE TO THE CONTRACT WITH WRH, INC. FOR THE WATER TREATMENT PLANT PROJECT.**

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

WHEREAS, WRH, Inc. has submitted Contract Change Order No. 5 for a net increase in the contract of \$11,180.67; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 5; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6<sup>th</sup> day of April 2026 that the contract amount has increased by \$11,180.67 in accordance with Contract Change Order No. 5 is hereby approved as executed.

Passed and approved this 6<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Sam Cox, Mayor

Attest:

\_\_\_\_\_  
Alyssa Devig, City Clerk/Finance Director



# CONTRACT CHANGE ORDER

		Change Order Number:	005
		MEC Project Number:	2022000116-003
		Contract Date:	12/2/2024
For Contracted Project:	Grinnell, IA - Water System Improvements 2023 Water Treatment Plant	Date of Issuance:	4/2/2026
		Effective Date:	
		Original Contract Price:	\$ 18,990,000.00
Owner:	City of Grinnell, IA 520 4th Avenue, Grinnell, IA 50112	Current Contract Price:	\$ 19,119,090.59
Contractor:	WRH, Inc. 1648 T Avenue, South Amana, IA 52334	Current Contingency Allowance:	\$ -
		Current Substantial Completion Date:	1/26/2027

You are hereby requested to comply with the following changes below from the original contracted plans and specifications.

Description of Changes	ADJUSTMENT to Substantial Completion Date	DECREASE in Contract Price	INCREASE in Contract Price
1. CAR-18: Exploratory Excavation Directed by Owner per RFI-49	-	\$ -	\$ 3,759.67
2. CAR-19: SMI Winter Conditions - 12/8/25 to Finish of Masonry	-	\$ -	\$ 7,421.00
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
	-	\$ -	\$ -
<b>Totals:</b>	0	\$ -	\$ 11,180.67
<b>Updated Substantial Completion Date:</b>	1/26/2027		
<b>Net Change to Contract Price:</b>		\$	11,180.67
<b>Updated Contract Price:</b>		\$	19,130,271.26

**Justification:** See attached PCO Breakdown.

The Amount of the Contingency Allowance will be <b>UNCHANGED</b> by the Sum of:	N/A
<i>Zero and 00/100 Dollars</i>	
The Total Remaining Contingency Allowance including this and previous Change Orders will be:	N/A
<i>Zero and 00/100 Dollars</i>	
The Amount of the Contract will be <b>INCREASED</b> by the Sum of:	\$11,180.67
<i>Eleven Thousand, One Hundred Eighty and 67/100 Dollars</i>	
The Total Contract Price including this and previous Change Orders will be:	\$19,130,271.26
<i>Nineteen Million, One Hundred Thirty Thousand, Two Hundred Seventy-One and 26/100 Dollars</i>	
The Contract Period provided for Substantial Completion will be <b>UNCHANGED</b> to:	1/26/2027

This Document will become a Supplement to the Contract dated 12/02/2024, and all Provisions will apply hereto.

Requested By:	Contractor: WRH, Inc.	4-02-2026 Date
Recommended By:	Engineer: McClure Engineering Co.	4/2/2026 Date
Accepted By:	Owner: City of Grinnell, IA	4/6/2026 Date
Approved by Funding Agency: (if applicable)		Date

This information will be used as a record of any changes to the Original Construction Contract.





Change Authorization Request

BUILD TODAY FOR A BETTER TOMORROW

Project: Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa
CAR No.: 18 DATE: March 4, 2026 Job No.: 2402-001445
Reference: Contract No.: FS-79-24-DWSRF-0006

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- ( ) Design Request ( ) Field Condition
( X ) Owner Request ( ) Suggested by Contractor
( ) Other

1) Description of Change:

Exploratory excavation as directed by Owner. Please advise

2) It is requested that the completion date be:

( X ) extended / ( ) reduced by \_\_\_ calendar days

3) Basis of Payment:

- a) ( x ) Firm price for performing this change along with attached supporting details is ( X ) increased by / ( ) decreased by \$ 3,759.67
b) ( ) Unit Price
c) ( ) Change to be performed per unit prices in Contract \$ -
d) ( ) The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress...

Approximate Estimate is: \$ -

FOR OWNER'S USE

( ) CHANGE WILL NOT BE MADE

PROCEED ON THE FOLLOWING BASIS:

- ( ) Firm Price ( ) Time and Material
( ) Estimate of Price ( ) Change in Completion Date
( ) Unit Price in Contract ( ) No Change

Comments:

WENDLER Submitted 3/4/2026 Date
Signature: Colton Singbeil
By: Colton Singbeil
Title: Project Manager

Approved Date
Signature:
By:
Title:



# Change Authorization Request

**BUILD TODAY FOR  
A BETTER TOMORROW**

Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa

**Date: March 4, 2026**

**18**

Exploratory excavation as directed by Owner. Please advise

<b>Subcontractors</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Line Total</b>
			\$	-
			\$	-
			\$	-
			\$	-
			<b>SUBTOTAL</b>	<b>\$ -</b>

<b>Labor</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Line Total</b>
Project Manager	2.0	mhr	\$ 184.36	\$ 368.72
Asistant Project Manager	0.0	mhr	\$ 90.96	-
Safety Professional	0.0	mhr	\$ 94.33	-
Superintendent - ST	3.0	mhr	\$ 104.76	\$ 314.28
Superintendent - OT	0.0	mhr	\$ 157.14	-
Foreman - ST	0.0	mhr	\$ 98.96	-
Foreman - OT	0.0	mhr	\$ 148.44	-
Carpenter - ST	0.0	mhr	\$ 98.96	-
Carpenter - OT	0.0	mhr	\$ 148.45	-
Operator ( A ) - ST	3.0	mhr	\$ 98.50	\$ 295.50
Operator ( A ) - OT	0.0	mhr	\$ 147.75	-
Operator ( B ) - ST	0.0	mhr	\$ 92.48	-
Operator ( B ) - OT	0.0	mhr	\$ 138.72	-
Laborer - ST	6.0	mhr	\$ 92.78	\$ 556.68
Laborer - OT	0.0	mhr	\$ 139.17	-
ATV Driver - ST	0.0	mhr	\$ 92.48	-
ATV Driver - OT	0.0	mhr	\$ 138.72	-
Truck Driver - ST	1.0	mhr	\$ 92.48	\$ 92.48
Truck Driver - OT	0.0	mhr	\$ 138.72	-
			<b>SUBTOTAL</b>	<b>\$ 1,627.66</b>

<b>Equipment ( without operator )</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Line Total</b>
General Conditions		day	\$2,224.60	\$0.00
Wendler Winter Conditions		day	\$2,000.00	\$0.00
Skidloader - Tracked/Rubber Tire		Hr	\$55.47	\$0.00
End loader - Rubber Tire		Hr	\$117.88	\$0.00
Telehandler		Hr	\$76.27	\$0.00
Excavator - Mini		Hr	\$62.41	\$0.00



**Change Authorization Request**

**BUILD TODAY FOR  
A BETTER TOMORROW**

Excavator - 34,000 LB		Hr	\$97.08	\$0.00
Excavator - 68,000 LB		Hr	\$194.15	\$0.00
Vacuum Excavator - Trailer		Hr	\$97.08	\$0.00
Vacuum Excavator - Truck	4	Hr	\$277.37	\$1,109.46
110 Crawler Crane		Hr	\$343.23	\$0.00
Dozer		Hr	\$124.81	\$0.00
Water Pump		Hr	\$49.00	\$0.00
Compactor		Hr	\$55.47	\$0.00
Ground Heater		Hr	\$13.87	\$0.00
GPS Base/Rover/ Machine Control		Hr	\$76.27	\$0.00
Truck		Hr	\$14.00	\$0.00
Flatbed Truck		Hr	\$69.34	\$0.00
Boom Truck		Hr	\$173.35	\$0.00
Pump Truck		Hr	\$362.56	\$0.00
Dump Truck		Hr	\$80.00	\$0.00
Semi & Trailer		Mi	\$3.47	\$0.00
			<b><i>SUBTOTAL</i></b>	<b><i>\$1,109.46</i></b>

**Material**

Sanded - Manatts	17.53	ton	\$ 26.70	\$ 468.05
			<b><i>SUBTOTAL</i></b>	<b><i>\$ 468.05</i></b>

***C.A.R. SUBTOTAL*** \$ ***3,205.17***

Overhead, Subcontractors	5.00%	\$	-
Overhead, Self-Performed	15.00%	\$	480.78

***\$ 3,685.95***

Bond 2.00% \$ 73.72

**Total Proposed Change** \$ **3,759.67**



Remit to:  
 Manatt's, Inc.  
 PO Box 850541  
 Minneapolis MN 55485-0541

# INVOICE

Online payment option: <https://www.e-billexpress.com/ebpp/Manatts/>

Delivered From: 586891371 WQI TAMA S & G PIT

Sold To: WENDLER INC  
 415 12TH AVE SE  
 CEDAR RAPIDS, IA 52401

<b>Customer No:</b>	60559
<b>Date:</b>	2/18/26
<b>Invoice #:</b>	5192644
<b>Job:</b>	FILL SAND
<b>PO #:</b>	WATER TREATMENT PLAN
<b>Job Description:</b>	
<b>Invoice Total:</b>	484.00
<b>Discount:</b>	0.00
<b>Total if paid before 3/20/26:</b>	484.00

Effective May 1, 2023, a convenience fee of 3.5% will be applied when using a credit card for payment on all purchases. Additional forms of payment accepted are cash, check or ACH.

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Sale Date	Ticket	Units	UM	Unit Price	MatlTotal	HaulRate	HaulTotal	Tax	TaxCd	Total
.0820WQ 703 BROAD ST GRINNELL										
2/17/26	43721	17.53	TON	13.00 E	227.89	13.70	240.16	15.95	IA797	484.00
<b>Total : 2/17/2026</b>		<b>17.53</b>	<b>TON</b>		<b>227.89</b>		<b>240.16</b>	<b>15.95</b>		<b>484.00</b>
<b>Total : 703 BROAD ST GRINNELL</b>		<b>17.53</b>	<b>TON</b>		<b>227.89</b>		<b>240.16</b>	<b>15.95</b>		<b>484.00</b>
<b>Total Invoice:</b>					<b>227.89</b>		<b>240.16</b>	<b>15.95</b>		<b>484.00</b>

WENDLER INC

Inv Date: 2/18/26

Cust #: 60559

Inv #: 5192644

1 pay terms AR NET 30 DAYS

0.00 discount offered if paid before 3/20/26


**Total: 484.00**

Any disputes with this invoice must be made in writing and addressed to us within ten (10) days of receipt of this invoice or you will be deemed to have waived any objection to the amounts due under the terms of this invoice.

A Service Charge of 1.5% per month (APR of 18%) will be charged on all past due accounts. All returned checks are subject to \$25.00 NSF fee.

We are offering invoices as an email option. To receive invoices by email respond back to: [ar@manatts.com](mailto:ar@manatts.com)

Manatt's, Inc. P.O. Box 535 Brooklyn, Iowa 52211-0535 641-522-9206 [www.manatts.com](http://www.manatts.com)

	<b>REQUEST FOR INFORMATION</b>	RFI Number:	049
		MEC Project Number:	2022000116-003
		Date Submitted:	2/18/2026
For Contracted Project:	Water System Improvements 2023 Water Treatment Plant	Date Responded:	2/20/2026
		RFI Requested by:	
		WRH, Inc.	
Owner:	City of Grinnell, Iowa	RFI Subject:	
Contractor:	WRH, Inc.	Collapsed Storm Drain	

Drawing / Sheet Number:	WT-C2, EWT-X1	Detail Number:		Specification Section:	
-------------------------	---------------	----------------	--	------------------------	--

**Request: (Include Proposed Solution If Appropriate)**  
 See attached.

Action Required By:	Engineer	Date Response Required:	2/24/2026
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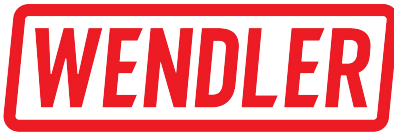
**Response:**  
 It is understood that exploratory excavation has been backfilled; please confirm.

Abandon storm drain piping indicated as Existing Pipe No. 8 on WT-C1.

Please send a change proposal for exploratory excavation, as directed by Owner, and include updated labor rates related to the work performed.

Response Prepared By:	Trent Wilson, P.E.	Attachments:	Yes
-----------------------	--------------------	--------------	-----

Distribution List: Procure Project: 2402-00-1445 1445-Grinnell WTP Improvements 2023  
File  
\_\_\_\_\_  
\_\_\_\_\_



**Wendler Inc.**  
 415 12th Ave SE  
 Cedar Rapids, Iowa 52401  
 P: (319) 622-3816

**Project: 1445 GRINNELL WTP IMPROVEMENTS**  
**2023**  
 703 Broad St  
 Grinnell, Iowa 50112

## RFI #49: Existing 8" Sanitary running along north side of 2nd Ave to Storm Manhole

<b>Revision</b>	0	<b>Status</b>	Open
<b>To</b>	Corey Falzone (McClure Engineering Co.) Jen Collens (McClure Engineering Co.) Trent Wilson (McClure Engineering Co.)	<b>From</b>	Colton Singbeil (Wendler Inc.) 415 12th Ave SE Cedar Rapids, Iowa 52401
<b>Date Initiated</b>	Feb 18, 2026	<b>Due Date</b>	Feb 24, 2026
<b>Location</b>		<b>Project Stage</b>	
<b>Cost Impact</b>	TBD	<b>Schedule Impact</b>	TBD
<b>Spec Section</b>		<b>Cost Code</b>	
<b>Drawing Number</b>	WT-C2, EWT-X1	<b>Reference</b>	
<b>Linked Drawings</b>			
<b>Received From</b>	Joe Smith (Wendler Inc.)	<b>Sub Job</b>	
<b>Copies To</b>	Derek Hutchinson (Wendler Inc.), Bud Maynard (Wendler Inc.), Joe Smith (Wendler Inc.), Brad Walker (Wendler Inc.)		

### Activity

#### Question

**Question from Colton Singbeil Wendler Inc. on Wednesday, Feb 18, 2026 at 10:49 AM CST**

Wendler and our subcontractor began demolition of the concrete pavement in the alley connecting to 2nd Ave earlier this month. When work began on the approach and pavement removal, a 4' x 4' void was discovered beneath the concrete where the pavement fell into it. Wendler immediately stopped work and temporarily filled the void until the cause could be determined.

The City of Grinnell Water Department televised the existing 8-inch sanitary line and confirmed that it is damaged, with infiltration occurring from above. It has been determined that this damaged sanitary line is the source of the void.

At the City's request, Wendler proceeded with exploratory excavation on a time-and-materials basis to determine the extent of the void.

2/18/2026 Work Summary (T&M):  
 Work began at 10:30 AM and concluded at 1:00 PM

- 1 Supervisor
- 1 Operator
- 2 Laborers
- Vac truck
- 17.5 tons of sand

Wendler potholed to approximately 9 feet in depth and stopped due to continued undermining extending to the north, west, and south. Material encountered consisted of concrete rubble from what appears to be an old, unmarked manhole, along with unsuitable soils.

This condition must be addressed before installing the new pavement.

Please advise how McClure and the City would like Wendler to proceed with this extra work.

**Attachments**

[878844CC-ACDF-427D-8779-6F8875ADCB15.jpeg](#), [ED9D52BF-2C49-4801-8C05-6EC08DCCC9F3.jpeg](#), [57C54ADB-DB3C-4F52-B1E5-C96F6FD496B6.jpeg](#), [67BB3B0E-17DC-4D9A-A6F8-542D345716C5.jpeg](#)

*Awaiting an Official Response*



Change Authorization Request

BUILD TODAY FOR A BETTER TOMORROW

Project: Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa
CAR No.: 19 DATE: March 11, 2026 Job No.: 2402-001445
Reference: Contract No.: FS-79-24-DWSRF-0006

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- ( ) Design Request ( X ) Field Condition
( ) Owner Request ( ) Suggested by Contractor
( ) Other

1) Description of Change:

SMI experienced significant delays due to overlapping work associated with the Well 10 project, which disrupted the planned sequence and productivity of their masonry operations. These impacts affected the original schedule and resource plan on which SMI's bid was based.
Attached is SMI's cold-weather rate sheet and their Time & Material amount for continuing masonry work through winter conditions to date. This is the remaining SMI winter condition cost from the previous CAR 13. Please advise

2) It is requested that the completion date be:

( X ) extended / ( ) reduced by \_\_\_ calendar days

3) Basis of Payment:

- a) ( x ) Firm price for performing this change along with attached supporting details is ( X ) increased by / ( ) decreased by \$ 7,421.00
b) ( ) Unit Price
c) ( ) Change to be performed per unit prices in Contract \$ -
d) ( ) The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.

Approximate Estimate is: \$ -

FOR OWNER'S USE

( ) CHANGE WILL NOT BE MADE

PROCEED ON THE FOLLOWING BASIS:

- ( ) Firm Price ( ) Time and Material
( ) Estimate of Price ( ) Change in Completion Date
( ) Unit Price in Contract ( ) No Change

Comments:

WENDLER Submitted 3/11/2026 Date
Signature: Colton Singbeil
By: Colton Singbeil
Title: Project Manager

Approved Date
Signature:
By:
Title:



# Change Authorization Request

**BUILD TODAY FOR  
A BETTER TOMORROW**

Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa

Date: March 11, 2026

19

SMI experienced significant delays due to overlapping work associated with the Well 10 project, which disrupted the planned sequence and productivity of their masonry operations. These impacts affected the original schedule and resource plan on which SMI's bid was based.

Attached is SMI's cold-weather rate sheet and their Time & Material amount for continuing masonry work through winter conditions to date. This is the remaining SMI winter condition cost from the previous CAR 13. Please advise

	Quantity	Unit	Unit Rate	Line Total
<b>Subcontractors</b>				
SMI T & M - Winter Conditons	1	LS	\$ 6,929.04	\$ 6,929.04
			\$	-
			\$	-
			\$	-
			<b>SUBTOTAL</b>	<b>\$ 6,929.04</b>

<b>Labor</b>				
Project Manager	0.0	mhr	\$ 184.36	\$ -
Asistant Project Manager	0.0	mhr	\$ 90.96	\$ -
Safety Professional	0.0	mhr	\$ 94.33	\$ -
Superintendent - ST	0.0	mhr	\$ 104.76	\$ -
Superintendent - OT	0.0	mhr	\$ 157.14	\$ -
Foreman - ST	0.0	mhr	\$ 98.96	\$ -
Foreman - OT	0.0	mhr	\$ 148.44	\$ -
Carpenter - ST	0.0	mhr	\$ 98.96	\$ -
Carpenter - OT	0.0	mhr	\$ 148.45	\$ -
Operator ( A ) - ST	0.0	mhr	\$ 98.50	\$ -
Operator ( A ) - OT	0.0	mhr	\$ 147.75	\$ -
Operator ( B ) - ST	0.0	mhr	\$ 92.48	\$ -
Operator ( B ) - OT	0.0	mhr	\$ 138.72	\$ -
Laborer - ST	0.0	mhr	\$ 92.78	\$ -
Laborer - OT	0.0	mhr	\$ 139.17	\$ -
ATV Driver - ST	0.0	mhr	\$ 92.48	\$ -
ATV Driver - OT	0.0	mhr	\$ 138.72	\$ -
Truck Driver - ST	0.0	mhr	\$ 92.48	\$ -
Truck Driver - OT	0.0	mhr	\$ 138.72	\$ -
			<b>SUBTOTAL</b>	<b>\$ -</b>

<b>Equipment ( without operator )</b>			
General Conditions	day	\$2,224.60	\$0.00
Wendler Winter Conditions	day	\$2,000.00	\$0.00
Skidloader - Tracked/Rubber Tire	Hr	\$55.47	\$0.00
End loader - Rubber Tire	Hr	\$117.88	\$0.00
Telehandler	Hr	\$76.27	\$0.00
Excavator - Mini	Hr	\$62.41	\$0.00



# Change Authorization Request

**BUILD TODAY FOR  
A BETTER TOMORROW**

Excavator - 34,000 LB	Hr	\$97.08	\$0.00
Excavator - 68,000 LB	Hr	\$194.15	\$0.00
Vacuum Excavator - Trailer	Hr	\$97.08	\$0.00
Vacuum Excavator - Truck	Hr	\$277.37	\$0.00
110 Crawler Crane	Hr	\$343.23	\$0.00
Dozer	Hr	\$124.81	\$0.00
Water Pump	Hr	\$49.00	\$0.00
Compactor	Hr	\$55.47	\$0.00
Ground Heater	Hr	\$13.87	\$0.00
GPS Base/Rover/ Machine Control	Hr	\$76.27	\$0.00
Truck	Hr	\$14.00	\$0.00
Flatbed Truck	Hr	\$69.34	\$0.00
Boom Truck	Hr	\$173.35	\$0.00
Pump Truck	Hr	\$362.56	\$0.00
Dump Truck	Hr	\$80.00	\$0.00
Semi & Trailer	Mi	\$3.47	\$0.00
<b>SUBTOTAL</b>			<b>\$0.00</b>

## Material

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
			\$	-
	<b>SUBTOTAL</b>		<b>\$</b>	<b>-</b>

**C.A.R. SUBTOTAL \$ 6,929.04**

Overhead, Subcontractors	5.00%	\$	346.45
Overhead, Self-Performed	15.00%	\$	-

**\$ 7,275.49**

Bond 2.00% \$ 145.51

**Total Proposed Change \$ 7,421.00**





Seedorff Masonry, Inc.  
 1250 SE 25th St  
 Grimes, Iowa 50111  
 P: (515) 289-2036

Project: 24061 - Grinnell WTP Improvements  
 703 Broad St  
 Grinnell, Iowa 50112

### T&M Ticket #10

**Performed on** Dec 8, 2025

**Ordered by** Dennis Graham (Seedorff Masonry Inc)

**Status** Ready For Review

**Description** Tear down shelter at overhead doors garage 107. Clean up shelter material, roll up gas hoses,cords. Fold ins. blankets and plastic.

**Labor (3)**

Classification	Time Type	Hours
Laborer	Regular Time	2.00
Operator	Regular Time	2.00
JSS Bricklayer	Regular Time	2.00
		<b>Total: 6.00</b>

**Approvals**

Dec 8, 2025

**COMPANY SIGNATURE**  
 Dennis Graham  
 Seedorff Masonry Inc

**DATE**

**CUSTOMER SIGNATURE**

**DATE**

**Notes**



AmeriGas - 2402  
800-263-7442  
www.amerigas.com

**Invoice: #3186411546**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

Handwritten: 24061 116 CJK

Page 1 of 2



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About Our Fees

We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$1,585.42	03/02/2026	<b>\$9,698.73</b>

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
01/30/26	760382932	Propane	824.6	\$1.79687/GAL	\$1,481.70
		SITE:104300251			
		State Sales Tax			\$88.90
		City Sales Tax			\$14.82

Handwritten: 2/19

<b>TOTAL NEW CHARGES</b>	<b>\$1,585.42</b>
<b>TOTAL ACCOUNT BALANCE</b>	<b>\$9,698.73</b>

- Make payments, enroll in our Auto Pay program and more! Access your account at [www.MyAmeriGas.com](http://www.MyAmeriGas.com)
- Question? For faster service, chat with us! [www.MyAmeriGas.com](http://www.MyAmeriGas.com)

AmeriGas

Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3186411546	01/31/2026	03/02/2026	\$1,585.42

RETURN MAIL ONLY  
Correspondence will not be processed  
PO BOX 45264  
WESTLAKE, OH 44145

**TOTAL AMOUNT ENCLOSED \$**

Please return this portion with your payment

Account or user address change?  
If yes, please check box and complete reverse side.

All other communication sent to this address will not be processed.

SEEDORF MASONRY  
1250 SE 25TH ST  
GRIMES IA 50111-8143

REMIT PAYMENT ONLY  
PO BOX 371473  
PITTSBURGH PA 15250-7473

0204048407000318641154600000001585423



**Invoice: #3186942570**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

240261 CSR



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We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$110.54	03/16/2026	\$14,442.40

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
02/13/26	760607582	Propane	57.4	\$1.79989/GAL	\$103.31
		SITE:104300251			
		State Sales Tax			\$6.20
		City Sales Tax			\$1.03

TOTAL NEW CHARGES \$110.54

TOTAL ACCOUNT BALANCE \$14,442.40

- Make payments, enroll in our Auto Pay program and more! Access your account at [www.MyAmeriGas.com](http://www.MyAmeriGas.com)
- Question? For faster service, chat with us! [www.MyAmeriGas.com](http://www.MyAmeriGas.com)

AmeriGas

Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3186942570	02/14/2026	03/16/2026	\$110.54

RETURN MAIL ONLY  
Correspondence will not be processed  
PO BOX 45264  
WESTLAKE, OH 44145

**TOTAL AMOUNT ENCLOSED \$**

Please return this portion with your payment

Account or user address change?  
If yes, please check box and complete reverse side.

All other communication sent to this address will not be processed.

SEEDORF MASONRY  
1250 SE 25TH ST  
GRIMES IA 50111-8143

REMIT PAYMENT ONLY  
PO BOX 371473  
PITTSBURGH PA 15250-7473

0204048407000318694257000000000110549



**Invoice: #3186844249**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

24061 MB



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About Our Fees

We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$547.45	03/13/2026	\$16,362.74

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
02/10/26	760607581	Propane	283.9	\$1.80217/GAL	\$511.64
		SITE:104300251			
		State Sales Tax			\$30.69
		City Sales Tax			\$5.12

**TOTAL NEW CHARGES** \$547.45

**TOTAL ACCOUNT BALANCE** \$16,362.74

- 🔗 Make payments, enroll in our Auto Pay program and more! Access your account at [www.MyAmeriGas.com](http://www.MyAmeriGas.com)
- 💬 Question? For faster service, chat with us! [www.MyAmeriGas.com](http://www.MyAmeriGas.com)

AmeriGas

Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3186844249	02/11/2026	03/13/2026	\$547.45

RETURN MAIL ONLY  
Correspondence will not be processed  
PO BOX 45264  
WESTLAKE, OH 44145

**TOTAL AMOUNT ENCLOSED \$**

Please return this portion with your payment

Account or user address change?  
If yes, please check box and complete reverse side.

All other communication sent to this address will not be processed.

SEEDORF MASONRY  
1250 SE 25TH ST  
GRIMES IA 50111-8143

REMIT PAYMENT ONLY  
PO BOX 371473  
PITTSBURGH PA 15250-7473

0204048407000318684424900000000547459



**Invoice: #3186706604**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

240261



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About Our Fees

We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$458.27	03/09/2026	\$15,815.29

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
02/06/26	760607580	Propane SITE:104300251	235.5	\$1.81864/GAL	\$428.29
		State Sales Tax			\$25.70
		City Sales Tax			\$4.28

TOTAL NEW CHARGES \$458.27

TOTAL ACCOUNT BALANCE \$15,815.29

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- 💬 Question? For faster service, chat with us! [www.MyAmeriGas.com](http://www.MyAmeriGas.com)

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Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3186706604	02/07/2026	03/09/2026	\$458.27

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PO BOX 45284  
WESTLAKE, OH 44145

**TOTAL AMOUNT ENCLOSED \$**

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GRIMES IA 50111-8143

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**Invoice: #3186563762**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

24061



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Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$697.62	03/07/2026	<b>\$14,280.14</b>

Account Balance Due Includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
02/03/26	760587183	Propane	358.5	\$1.81864/GAL	\$651.98
		SITE:104300251			
		State Sales Tax			\$39.12
		City Sales Tax			\$6.52

TOTAL NEW CHARGES \$697.62

**TOTAL ACCOUNT BALANCE \$14,280.14**

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Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3186563762	02/05/2026	03/07/2026	\$697.62

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PO BOX 45264  
WESTLAKE, OH 44145

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AmeriGas - 2402  
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www.amerigas.com

**Invoice: #3184336984**

Service Address: SEEDORFF MASONRY  
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GRINNELL IA 50112-2226

*C-JK*  
*7240001*  
*10/11/26*

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Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$891.92	01/08/2026	\$3,756.20

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
12/05/25	757745853	Propane	473.6	\$1.76007/GAL	\$833.57
		SITE:104296159			
		State Sales Tax			\$50.01
		City Sales Tax			\$8.34

*12/31*

<b>TOTAL NEW CHARGES</b>	<b>\$891.92</b>
<b>TOTAL ACCOUNT BALANCE</b>	<b>\$3,756.20</b>

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Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3184336984	12/09/2025	01/08/2026	\$891.92

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AmeriGas - 2402  
800-263-7442  
www.amerigas.com

**Invoice: #3184336985**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
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Handwritten notes: 24061, C-SR, M/G, D/G

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Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$96.80	01/08/2026	\$3,756.20

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
12/05/25	757745854	Propane	51.4	\$1.76007/GAL	\$90.47
		SITE:104300251			
		State Sales Tax			\$5.43
		City Sales Tax			\$0.90

Handwritten: 12/31

TOTAL NEW CHARGES	\$96.80
<b>TOTAL ACCOUNT BALANCE</b>	<b>\$3,756.20</b>

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Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3184336985	12/09/2025	01/08/2026	\$96.80

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**Invoice: #3185913645**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

*EUR*  
*24061 MB DG*



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We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407	\$1,068.50	02/19/2026	<b>\$8,429.98</b>

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
01/17/26	759666891	Propane	562.8	\$1.77435/GAL	\$998.60
		SITE:104300251			
		State Sales Tax			\$59.91
		City Sales Tax			\$9.99

<i>2/12</i>	TOTAL NEW CHARGES	\$1,068.50
	<b>TOTAL ACCOUNT BALANCE</b>	<b>\$8,429.98</b>

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Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3185913645	01/20/2026	02/19/2026	\$1,068.50

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PO BOX 45264  
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AmeriGas - 2402  
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www.amerigas.com

**Invoice: #3187663095**

Service Address: SEEDORFF MASONRY  
702 BROAD ST.  
GRINNELL IA 50112-2226

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24061

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Account Number	Invoice Amount Due	Invoice Due Date	Account Balance Due
204048407 / 900166733	\$127.33	04/05/2026	\$4,721.64

Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.

**Account Activity**

Date	Document No.	Description	Quantity	Price	Amount
03/06/26	761723076	Service Labor	1.0	\$119.00/HR	\$119.00
		SITE:104300251			
		State Sales Tax			\$7.14
		City Sales Tax			\$1.19

3/26

TOTAL NEW CHARGES \$127.33

TOTAL ACCOUNT BALANCE \$4,721.64

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AmeriGas

Account No.	Invoice No.	Invoice Date	Due Date	Amount Due
204048407	3187663095	03/06/2026	04/05/2026	\$127.33

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