



**IMU BOARD OF TRUSTEES OF THE ELECTRIC,  
WATER AND COMMUNICATIONS UTILITIES**

October 10, 2022

5:30 PM

City Hall Council Chambers

110 N 1st Street

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Consent Agenda:**
  - A. Approval of Claims List for September 27, 2022.
  - B. Approval of Claims List for October 10, 2022.
  - C. Approval of August 2022 Financial Reports.
  - D. Approval of Minutes from September 26, 2022 Board Meeting.
- 5. Electric Utility Action Items**
  - A. Consideration of the approval of the purchase of a vacuum extractor from Vermeer in the amount of \$87,814.60 plus tax.
  - B. Consideration of the approval of the purchase of a mini excavator (Yanmar) from Vermeer in the amount of \$58,855.67.
- 6. Electric Utility Informational Items**
- 7. Water Utility Informational Items**
- 8. Communications Utility Action Items**
  - A. NOFA7 - Phase 1 Project
    1. Public hearing regarding the plans, specifications, form of contract and estimate of costs of the NOFA7 - Phase 1 Project.
    2. Resolution approving the plans, specifications, form of contract and estimate of costs for the NOFA7 - Phase 1 Project.
    3. Resolution awarding a contract for the NOFA7 - Phase 1 Project.
    4. Resolution approving the contract and bond for the NOFA7 - Phase 1 Project.
- 9. Communications Utility Informational Items**

**10. Combined Electric, Water and Communications Action Items**

- A. Consideration of the approval of an agreement with IMPACT to administer the Iowa Low-Income Household Water Assistance Program.

**11. Combined Electric, Water and Communications Informational Items**

- A. Strategic Plan Update

**12. Other Business**

- A. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

**13. Adjourn**



## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities  
**From:**  
**Date:** October 10, 2022  
**Subject:** Approval of Claims List for September 27, 2022.

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**Recommendation:** Simple motion is in order.

**Attachments:** 1. 092722 Elation Claims List

# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, September 22, 2022  
8:23:27 AM

| Vendor                                          | Due Date   | Notes                            | Terms      | Bill Total | Discount | Interest | Amount Due       | Payment          | Invoice Number        | Bill Number |
|-------------------------------------------------|------------|----------------------------------|------------|------------|----------|----------|------------------|------------------|-----------------------|-------------|
| <b>Account To Be Paid From 0000-10120-999</b>   |            |                                  |            |            |          |          |                  |                  |                       |             |
| <b>ACCO UNLIMITED CORP. - VEND-2810</b>         |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 9/8/2022   | Liquid chlorinating              | Open Terms | 2,160.59   | 0.00     | 0.00     | 2,160.59         | 2,160.59         | 0226014-IN            | BL-9202     |
|                                                 |            |                                  |            |            |          |          | <b>2,160.59</b>  | <b>2,160.59</b>  |                       |             |
| <b>Adams Cable Equipment, Inc. - VEND-1334</b>  |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 10/7/2022  | FIBER - 96 CT                    | Net 30     | 17,172.00  | 0.00     | 15.00    | 17,172.00        | 17,172.00        | 2022-57060            | BL-9274     |
|                                                 |            |                                  |            |            |          |          | <b>17,172.00</b> | <b>17,172.00</b> |                       |             |
| <b>AGRILAND FS INC - VEND-48228</b>             |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 9/1/2022   | Diesel fuel turbines             | Open Terms | 50,086.80  | 0.00     | 0.00     | 50,086.80        | 50,086.80        | 7156286               | BL-9255     |
|                                                 |            |                                  |            |            |          |          | <b>50,086.80</b> | <b>50,086.80</b> |                       |             |
| <b>AUTOMATIC SYSTEMS CO. - VEND-51495</b>       |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 9/1/2022   | Hours traveled and field service | Open Terms | 1,223.75   | 0.00     | 0.00     | 1,223.75         | 1,223.75         | 37279                 | BL-9190     |
|                                                 |            |                                  |            |            |          |          | <b>1,223.75</b>  | <b>1,223.75</b>  |                       |             |
| <b>Border States Industries Inc - VEND-1070</b> |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 10/12/2022 | 2" PVC Couplings Long            | Net 30     | 52.04      | 0.00     | 15.00    | 52.04            | 52.04            | 924921387             | BL-9249     |
|                                                 | 10/12/2022 | 1 1/2" PVC - ELBOW 90 DEGREE     | Net 30     | 89.60      | 0.00     | 15.00    | 89.60            | 89.60            | 924921385             | BL-9272     |
|                                                 |            |                                  |            |            |          |          | <b>141.64</b>    | <b>141.64</b>    |                       |             |
| <b>Calix Inc - VEND-1028</b>                    |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 10/15/2022 | Annual software support          | Net 30     | 10,550.00  | 0.00     | 15.00    | 10,550.00        | 10,550.00        | 3001135               | BL-9256     |
|                                                 |            |                                  |            |            |          |          | <b>10,550.00</b> | <b>10,550.00</b> |                       |             |
| <b>CCP INDUSTRIES INC. - VEND-8925</b>          |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 9/17/2022  | Wasp Spray                       | Open Terms | 115.13     | 0.00     | 0.00     | 115.13           | 115.13           | IN03104642            | BL-9257     |
|                                                 |            |                                  |            |            |          |          | <b>115.13</b>    | <b>115.13</b>    |                       |             |
| <b>CDW Government - VEND-1029</b>               |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 9/23/2022  | Dell and surface pros            | Net 30     | 13,346.71  | 0.00     | 15.00    | 13,346.71        | 13,346.71        | CJ34440               | BL-9286     |
|                                                 | 10/1/2022  | Dell 9520                        | Net 30     | 2,151.22   | 0.00     | 15.00    | 2,151.22         | 2,151.22         | CN05485               | BL-9285     |
|                                                 | 10/13/2022 | Equipment                        | Net 30     | 7,193.65   | 0.00     | 15.00    | 7,193.65         | 7,193.65         | CS36239               | BL-9266     |
|                                                 |            |                                  |            |            |          |          | <b>22,691.58</b> | <b>22,691.58</b> |                       |             |
| <b>Cedar Falls Utilities - VEND-1045</b>        |            |                                  |            |            |          |          |                  |                  |                       |             |
|                                                 | 10/5/2022  | 0822 Broadband and 5g            | Net 30     | 6,959.03   | 0.00     | 15.00    | 6,959.03         | 6,959.03         | 0822 Broadband and 5g | BL-9277     |

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|-----------------------------------------|---------------------------------|------------|-----------|------------|----------|-----------|------------|---------------------|----------------|-------------|
|                                         |                                 |            |           |            |          |           | 6,959.03   | 6,959.03            |                |             |
| CELLULAR ADVANTAGE INC - VEND-8130      |                                 |            |           |            |          |           |            |                     |                |             |
| 7/9/2022                                | Phone accessories               | Open Terms | 68.98     | 0.00       | 0.00     | 68.98     | 68.98      | OS421IN9883         | BL-9259        |             |
|                                         |                                 |            |           |            |          |           | 68.98      | 68.98               |                |             |
| CHEMTREAT INC - VEND-8300               |                                 |            |           |            |          |           |            |                     |                |             |
| 8/31/2022                               | P8141E.55                       | Open Terms | 6,997.81  | 0.00       | 0.00     | 6,997.81  | 6,997.81   | CIN010387777        | BL-9197        |             |
|                                         |                                 |            |           |            |          |           | 6,997.81   | 6,997.81            |                |             |
| Cintas Corporation - VEND-1007          |                                 |            |           |            |          |           |            |                     |                |             |
| 10/13/2022                              | First aid supplies              | Net 30     | 55.44     | 0.00       | 15.00    | 55.44     | 55.44      | 5124275514          | BL-9271        |             |
|                                         |                                 |            |           |            |          |           | 55.44      | 55.44               |                |             |
| City Of Indianola - VEND-1008 - BL-9216 |                                 |            |           |            |          |           |            |                     |                |             |
| 10/15/2022                              | 0822 Caselle Claims             | Net 30     | 17,548.15 | 0.00       | 15.00    | 17,548.15 | 17,548.15  | 0822 Caselle Claims | BL-9216        |             |
|                                         |                                 |            |           |            |          |           | 17,548.15  | 17,548.15           |                |             |
| City Of Indianola - VEND-1008 - BL-9289 |                                 |            |           |            |          |           |            |                     |                |             |
| 10/20/2022                              | Square streetscape - pay app 14 | Net 30     | 66,143.75 | 0.00       | 15.00    | 66,143.75 | 66,143.75  | 2957                | BL-9289        |             |
|                                         |                                 |            |           |            |          |           | 66,143.75  | 66,143.75           |                |             |
| Dell Business Credit - VEND-1336        |                                 |            |           |            |          |           |            |                     |                |             |
| 10/12/2022                              | Computer                        | Net 30     | 1,696.94  | 0.00       | 15.00    | 1,696.94  | 1,696.94   |                     | BL-9284        |             |
|                                         |                                 |            |           |            |          |           | 1,696.94   | 1,696.94            |                |             |
| DICKINSON LAW - VEND-101709             |                                 |            |           |            |          |           |            |                     |                |             |
| 9/7/2022                                | Legal services                  | Open Terms | 3,192.00  | 0.00       | 0.00     | 3,192.00  | 3,192.00   | 1140295             | BL-9227        |             |
|                                         |                                 |            |           |            |          |           | 3,192.00   | 3,192.00            |                |             |
| Dust Pros Janitorial - VEND-1011        |                                 |            |           |            |          |           |            |                     |                |             |
| 10/15/2022                              | Cleaning supplies - Fiber       | Net 30     | 70.08     | 0.00       | 15.00    | 70.08     | 70.08      | 2624                | BL-9260        |             |
| 10/15/2022                              | 0922 Cleaning - Fiber           | Net 30     | 856.00    | 0.00       | 15.00    | 856.00    | 856.00     | 2623                | BL-9264        |             |
| 10/15/2022                              | 0922 Cleaning - Util Svcs       | Net 30     | 749.00    | 0.00       | 15.00    | 749.00    | 749.00     | 2625                | BL-9215        |             |
| 10/15/2022                              | 0922 Cleaning - EL              | Net 30     | 1,016.50  | 0.00       | 15.00    | 1,016.50  | 1,016.50   | 2621                | BL-9239        |             |
| 10/15/2022                              | Cleaning supplies - EL          | Net 30     | 80.25     | 0.00       | 15.00    | 80.25     | 80.25      | 2622                | BL-9244        |             |
|                                         |                                 |            |           |            |          |           | 2,771.83   | 2,771.83            |                |             |
| Independent Advocate - VEND-1136        |                                 |            |           |            |          |           |            |                     |                |             |

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|                                                      | 10/1/2022  | BOT minutes                    | Net 30     | 7.38       | 0.00     | 15.00    | 7.38             | 7.38             | 2428                      | BL-9203     |
|                                                      | 10/1/2022  | BOT minutes                    | Net 30     | 149.92     | 0.00     | 15.00    | 149.92           | 149.92           | 2433                      | BL-9185     |
|                                                      |            |                                |            |            |          |          | <b>157.30</b>    | <b>157.30</b>    |                           |             |
| <b>Indianola Community Schools - VEND-24718</b>      |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 9/21/2022  | Year book ad                   | Open Terms | 400.00     | 0.00     | 0.00     | 400.00           | 400.00           |                           | BL-9268     |
|                                                      |            |                                |            |            |          |          | <b>400.00</b>    | <b>400.00</b>    |                           |             |
| <b>Infomax Office Systems Inc - VEND-1013</b>        |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 10/12/2022 | Copier contract                | Net 30     | 713.36     | 0.00     | 15.00    | 713.36           | 713.36           | 32414538                  | BL-9208     |
|                                                      |            |                                |            |            |          |          | <b>713.36</b>    | <b>713.36</b>    |                           |             |
| <b>Internal Revenue Service - VEND-1307</b>          |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 10/16/2022 | 091622 Payroll                 | Net 30     | 27,268.58  | 0.00     | 15.00    | 27,268.58        | 27,268.58        | 091622 Payroll            | BL-9212     |
|                                                      |            |                                |            |            |          |          | <b>27,268.58</b> | <b>27,268.58</b> |                           |             |
| <b>Iowa Department Of Human Services - VEND-1310</b> |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 10/16/2022 | 091622 Payroll                 | Net 30     | 1,040.99   | 0.00     | 15.00    | 1,040.99         | 1,040.99         | 091622 Payroll            | BL-9211     |
|                                                      |            |                                |            |            |          |          | <b>1,040.99</b>  | <b>1,040.99</b>  |                           |             |
| <b>Iowa Dept Of Revenue - VEND-1117</b>              |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 9/30/2022  | August 2022 Use Tax            | Net 30     | 122.59     | 0.00     | 15.00    | 122.59           | 122.59           | 0-001-718-511             | BL-9186     |
|                                                      | 10/16/2022 | 091622 Payroll                 | Net 30     | 4,755.14   | 0.00     | 15.00    | 4,755.14         | 4,755.14         | 091622 Payroll            | BL-9210     |
|                                                      |            |                                |            |            |          |          | <b>4,877.73</b>  | <b>4,877.73</b>  |                           |             |
| <b>Irby - VEND-1259</b>                              |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 10/8/2022  | 10KV Surge Arresters           | Net 30     | 2,182.80   | 0.00     | 15.00    | 2,182.80         | 2,182.80         | S013180497-001            | BL-9258     |
|                                                      |            |                                |            |            |          |          | <b>2,182.80</b>  | <b>2,182.80</b>  |                           |             |
| <b>JMK LAWNCARE - VEND-102101</b>                    |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 9/1/2022   | 0722 & 0822 Mowing - WA        | Open Terms | 645.00     | 0.00     | 0.00     | 645.00           | 645.00           | 0722 & 0822 Mowing - WA   | BL-9254     |
|                                                      | 9/1/2022   | 0722 & 0822 Mowing - WA        | Open Terms | 495.00     | 0.00     | 0.00     | 495.00           | 495.00           | 0722 & 0822 Mowing        | BL-9288     |
|                                                      | 9/21/2022  | 0722 & 0822 Mowing - Util Svcs | Open Terms | 105.00     | 0.00     | 0.00     | 105.00           | 105.00           | 0722 & 0822 Mowing - Util | BL-9228     |
|                                                      |            |                                |            |            |          |          | <b>1,245.00</b>  | <b>1,245.00</b>  |                           |             |
| <b>LINDE INC - VEND-6415</b>                         |            |                                |            |            |          |          |                  |                  |                           |             |
|                                                      | 9/18/2022  | Carbon dioxide                 | Open Terms | 3,437.06   | 0.00     | 0.00     | 3,437.06         | 3,437.06         | 31290205                  | BL-9214     |

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|---------------------------------------------------------|-----------------------------------------|------------|------------|------------|----------|------------|------------|----------------|----------------|-------------|
|                                                         |                                         |            |            |            |          |            | 3,437.06   | 3,437.06       |                |             |
| LOGAN CONTRACTORS SUPPLY INC. - VEND-32620              |                                         |            |            |            |          |            |            |                |                |             |
| 9/8/2022                                                | Line shop concrete materials            | Open Terms | 1,897.79   | 0.00       | 0.00     | 1,897.79   | 1,897.79   | B03339         | BL-9235        |             |
|                                                         |                                         |            |            |            |          |            | 1,897.79   | 1,897.79       |                |             |
| Mid American Energy Co - VEND-1018                      |                                         |            |            |            |          |            |            |                |                |             |
| 10/13/2022                                              | Electric - Muni Plt Substation          | Net 30     | 10.00      | 0.00       | 15.00    | 10.00      | 10.00      | 530542655      | BL-9236        |             |
|                                                         |                                         |            |            |            |          |            | 10.00      | 10.00          |                |             |
| Mission Square - VEND-1303                              |                                         |            |            |            |          |            |            |                |                |             |
| 10/16/2022                                              | 091622 Payroll                          | Net 30     | 5,709.68   | 0.00       | 15.00    | 5,709.68   | 5,709.68   | 091622 Payroll | BL-9213        |             |
|                                                         |                                         |            |            |            |          |            | 5,709.68   | 5,709.68       |                |             |
| MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805        |                                         |            |            |            |          |            |            |                |                |             |
| 8/31/2022                                               | Purchased Power - Aug 22                | Net 30     | 916,924.69 | 0.00       | 15.00    | 916,924.69 | 916,924.69 | 303395         | BL-9184        |             |
|                                                         |                                         |            |            |            |          |            | 916,924.69 | 916,924.69     |                |             |
| MUNICIPAL SUPPLY INC - VEND-35810                       |                                         |            |            |            |          |            |            |                |                |             |
| 9/13/2022                                               | Sensus 1" PD Meter & COUPLING - HYMAX - | Open Terms | 1,945.94   | 0.00       | 0.00     | 1,945.94   | 1,945.94   | 0847306        | BL-9201        |             |
|                                                         |                                         |            |            |            |          |            | 1,945.94   | 1,945.94       |                |             |
| MURPHY TOWER SERVICES LLC - VEND-102732                 |                                         |            |            |            |          |            |            |                |                |             |
| 9/15/2022                                               | Euclid and 18th bore                    | Open Terms | 2,953.00   | 0.00       | 0.00     | 2,953.00   | 2,953.00   | 15322          | BL-9265        |             |
|                                                         |                                         |            |            |            |          |            | 2,953.00   | 2,953.00       |                |             |
| National Cable Television Cooperative, Inc. - VEND-1095 |                                         |            |            |            |          |            |            |                |                |             |
| 10/20/2022                                              | MICRO BATTERY BACKUP - UPS              | Net 30     | 1,385.39   | 0.00       | 15.00    | 1,385.39   | 1,385.39   | SI47667        | BL-9281        |             |
|                                                         |                                         |            |            |            |          |            | 1,385.39   | 1,385.39       |                |             |
| Nolasoft Development - VEND-1021                        |                                         |            |            |            |          |            |            |                |                |             |
| 10/12/2022                                              | Website updates                         | Net 30     | 315.00     | 0.00       | 15.00    | 315.00     | 315.00     | 9137           | BL-9199        |             |
| 10/17/2022                                              | Quarterly website hosting               | Net 30     | 120.00     | 0.00       | 15.00    | 120.00     | 120.00     | 9145           | BL-9209        |             |
|                                                         |                                         |            |            |            |          |            | 435.00     | 435.00         |                |             |
| Norwalk Ready Mix Concrete, Inc. - VEND-1119            |                                         |            |            |            |          |            |            |                |                |             |
| 9/22/2022                                               | M-4 Limestone                           | Net 30     | 1,595.00   | 0.00       | 15.00    | 1,595.00   | 1,595.00   | 312153         | BL-9193        |             |
| 9/23/2022                                               | M-4 Limestone                           | Net 30     | 893.75     | 0.00       | 15.00    | 893.75     | 893.75     | 312285         | BL-9192        |             |
| 9/24/2022                                               | M-4 Limestone                           | Net 30     | 464.75     | 0.00       | 15.00    | 464.75     | 464.75     | 312429         | BL-9191        |             |
| 9/30/2022                                               | C-10 Limestone                          | Net 30     | 1,365.00   | 0.00       | 15.00    | 1,365.00   | 1,365.00   | 312887         | BL-9194        |             |

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|                                               | 10/1/2022  | Line shop concrete                 | Net 30     | 2,619.00   | 0.00     | 15.00    | 2,619.00         | 2,619.00         | 312991         | BL-9229     |
|                                               | 10/2/2022  | Line shop concrete                 | Net 30     | 3,404.70   | 0.00     | 15.00    | 3,404.70         | 3,404.70         | 313099         | BL-9230     |
|                                               | 10/7/2022  | C-4 Limestone                      | Net 30     | 638.50     | 0.00     | 15.00    | 638.50           | 638.50           | 313335         | BL-9200     |
|                                               | 10/8/2022  | Line shop concrete                 | Net 30     | 4,583.25   | 0.00     | 15.00    | 4,583.25         | 4,583.25         | 313467         | BL-9232     |
|                                               | 10/9/2022  | Line shop concrete                 | Net 30     | 4,583.25   | 0.00     | 15.00    | 4,583.25         | 4,583.25         | 313578         | BL-9231     |
|                                               | 10/13/2022 | Line shop concrete                 | Net 30     | 4,845.15   | 0.00     | 15.00    | 4,845.15         | 4,845.15         | 313813         | BL-9233     |
|                                               | 10/14/2022 | Line shop concrete                 | Net 30     | 1,964.25   | 0.00     | 15.00    | 1,964.25         | 1,964.25         | 313937         | BL-9234     |
|                                               | 10/14/2022 | C-4 Limestone                      | Net 30     | 845.00     | 0.00     | 15.00    | 845.00           | 845.00           | 313936         | BL-9287     |
|                                               |            |                                    |            |            |          |          | <b>27,801.60</b> | <b>27,801.60</b> |                |             |
| <b>SHRED IT USA - VEND-103010</b>             |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 8/4/2022   | Shred service                      | Open Terms | 110.50     | 0.00     | 0.00     | 110.50           | 110.50           | 8002128709     | BL-9226     |
|                                               |            |                                    |            |            |          |          | <b>110.50</b>    | <b>110.50</b>    |                |             |
| <b>STATE HYGIENIC LABORATORY - VEND-23245</b> |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 9/1/2022   | Testing                            | Open Terms | 202.50     | 0.00     | 0.00     | 202.50           | 202.50           | 240268         | BL-9189     |
|                                               |            |                                    |            |            |          |          | <b>202.50</b>    | <b>202.50</b>    |                |             |
| <b>Stella Jones Corp - VEND-1242</b>          |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 10/1/2022  | Wood Poles                         | Net 30     | 17,684.96  | 0.00     | 15.00    | 17,684.96        | 17,684.96        | USC - 0035466  | BL-9253     |
|                                               |            |                                    |            |            |          |          | <b>17,684.96</b> | <b>17,684.96</b> |                |             |
| <b>T &amp; R ELEC SUPPLY CO - VEND-52010</b>  |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 8/27/2022  | 3-Phase Transformer 750 KVA        | Open Terms | 13,042.81  | 0.00     | 0.00     | 13,042.81        | 13,042.81        | 169114         | BL-9282     |
|                                               | 8/27/2022  | Repaired single phase transformers | Open Terms | 1,070.00   | 0.00     | 0.00     | 1,070.00         | 1,070.00         | 169115         | BL-9283     |
|                                               |            |                                    |            |            |          |          | <b>14,112.81</b> | <b>14,112.81</b> |                |             |
| <b>T &amp; R SERVICE COMPANY - VEND-52009</b> |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 9/13/2022  | PCB Testing                        | Open Terms | 40.00      | 0.00     | 0.00     | 40.00            | 40.00            | 82074          | BL-9238     |
|                                               |            |                                    |            |            |          |          | <b>40.00</b>     | <b>40.00</b>     |                |             |
| <b>Teklink - VEND-1262</b>                    |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 10/18/2022 | Conduit bury and bore              | Net 30     | 4,480.00   | 0.00     | 15.00    | 4,480.00         | 4,480.00         | WE 9/17/22     | BL-9279     |
|                                               |            |                                    |            |            |          |          | <b>4,480.00</b>  | <b>4,480.00</b>  |                |             |
| <b>Terry-Durin Co - VEND-1038</b>             |            |                                    |            |            |          |          |                  |                  |                |             |
|                                               | 10/5/2022  | TRACER WIRE                        | Net 30     | 1,605.00   | 0.00     | 15.00    | 1,605.00         | 1,605.00         | 117251-00      | BL-9273     |
|                                               |            |                                    |            |            |          |          | <b>1,605.00</b>  | <b>1,605.00</b>  |                |             |
| <b>ULINE - VEND-1251</b>                      |            |                                    |            |            |          |          |                  |                  |                |             |

# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, September 22, 2022

8:23:27 AM

| Vendor                                         | Due Date  | Notes                        | Terms      | Bill Total | Discount | Interest | Amount Due      | Payment               | Invoice Number         | Bill Number |
|------------------------------------------------|-----------|------------------------------|------------|------------|----------|----------|-----------------|-----------------------|------------------------|-------------|
|                                                | 10/2/2022 | Splice trailer boxes         | Net 30     | 80.93      | 0.00     | 15.00    | 80.93           | 80.93                 | 153440868              | BL-9275     |
|                                                |           |                              |            |            |          |          | <b>80.93</b>    | <b>80.93</b>          |                        |             |
| <b>UPHDM Occupational Medicine - VEND-1101</b> |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 9/30/2022 | Employee testing             | Net 30     | 236.25     | 0.00     | 15.00    | 236.25          | 236.25                | 143648                 | BL-9196     |
|                                                | 10/8/2022 | Consortium Fees 2022         | Net 30     | 62.50      | 0.00     | 15.00    | 62.50           | 62.50                 | 139163                 | BL-9187     |
|                                                |           |                              |            |            |          |          | <b>298.75</b>   | <b>298.75</b>         |                        |             |
| <b>VERIZON WIRELESS - VEND-3535</b>            |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 9/1/2022  | 0822 Hot spots               | Open Terms | 560.14     | 0.00     | 0.00     | 560.14          | 560.14                | 9914684739             | BL-9195     |
|                                                |           |                              |            |            |          |          | <b>560.14</b>   | <b>560.14</b>         |                        |             |
| <b>VISION METERING LLC - VEND-103244</b>       |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 9/10/2022 | 9S and 16S Electric Meters   | Open Terms | 987.00     | 0.00     | 0.00     | 987.00          | 987.00                | 210712                 | BL-9250     |
|                                                |           |                              |            |            |          |          | <b>987.00</b>   | <b>987.00</b>         |                        |             |
| <b>Warren County Engineer - VEND-1102</b>      |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 10/2/2022 | 0822 Fuel Distribution       | Net 30     | 5,185.48   | 0.00     | 15.00    | 5,185.48        | 5,185.48              | 0822 Fuel Distribution | BL-9198     |
|                                                |           |                              |            |            |          |          | <b>5,185.48</b> | <b>5,185.48</b>       |                        |             |
| <b>Waste Management - VEND-1086</b>            |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 9/29/2022 | 2 Yard dumpster              | Net 30     | 102.55     | 0.00     | 15.00    | 102.55          | 102.55                | 6932185-0516-4         | BL-9188     |
|                                                | 9/29/2022 | 4 Yard dumpster              | Net 30     | 64.59      | 0.00     | 15.00    | 64.59           | 64.59                 | 6932187-0516-0         | BL-9280     |
|                                                |           |                              |            |            |          |          | <b>167.14</b>   | <b>167.14</b>         |                        |             |
| <b>WESCO - VEND-60220</b>                      |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 8/27/2022 | Transformer Basements        | Open Terms | 2,077.14   | 0.00     | 0.00     | 2,077.14        | 2,077.14              | 305811                 | BL-9246     |
|                                                | 9/7/2022  | Cable prep kits              | Open Terms | 299.17     | 0.00     | 0.00     | 299.17          | 299.17                | 317316                 | BL-9252     |
|                                                | 9/10/2022 | Tool canvas bucket truck bag | Open Terms | 141.40     | 0.00     | 0.00     | 141.40          | 141.40                | 321966                 | BL-9251     |
|                                                | 9/17/2022 | Cable Prep Kits              | Open Terms | 324.10     | 0.00     | 0.00     | 324.10          | 324.10                | 329679                 | BL-9248     |
|                                                |           |                              |            |            |          |          | <b>2,841.81</b> | <b>2,841.81</b>       |                        |             |
| <b>Wiegert Disposal Inc - VEND-1081</b>        |           |                              |            |            |          |          |                 |                       |                        |             |
|                                                | 10/1/2022 | 0922 Dumpster Service        | Net 30     | 294.00     | 0.00     | 15.00    | 294.00          | 294.00                |                        | BL-9245     |
|                                                |           |                              |            |            |          |          | <b>294.00</b>   | <b>294.00</b>         |                        |             |
| Check Count: 50                                |           |                              |            |            |          |          | Totals:         | <b>\$1,258,612.35</b> | <b>\$1,258,612.35</b>  |             |

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Approval of Claims List for October 10, 2022.

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**Recommendation:** Simple motion is in order.

**Attachments:** 1. 101122 Elation Claims List



# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, October 6, 2022

11:56:26 AM

| Vendor                                                   | Due Date   | Notes                    | Terms      | Bill Total | Discount | Interest | Amount Due      | Payment         | Invoice Number | Bill Number |
|----------------------------------------------------------|------------|--------------------------|------------|------------|----------|----------|-----------------|-----------------|----------------|-------------|
| <b>Account To Be Paid From 0000-10120-999</b>            |            |                          |            |            |          |          |                 |                 |                |             |
| <b>ACCO UNLIMITED CORP. - VEND-2810</b>                  |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 9/28/2022  | ACCO Liquid chlorinating | Open Terms | 1,984.42   | 0.00     | 0.00     | 1,984.42        | 1,984.42        | 0226451-IN     | BL-9428     |
|                                                          |            |                          |            |            |          |          | <b>1,984.42</b> | <b>1,984.42</b> |                |             |
| <b>Adams Cable Equipment, Inc. - VEND-1334</b>           |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/23/2022 | FIBER - 24 CT            | Net 30     | 1,608.75   | 0.00     | 15.00    | 1,608.75        | 1,608.75        | 2022-57323     | BL-9379     |
|                                                          |            |                          |            |            |          |          | <b>1,608.75</b> | <b>1,608.75</b> |                |             |
| <b>Ahlers &amp; Cooney P.C. - VEND-1002</b>              |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/30/2022 | Legal services - EL      | Net 30     | 1,267.50   | 0.00     | 15.00    | 1,267.50        | 1,267.50        | 831542         | BL-9375     |
|                                                          |            |                          |            |            |          |          | <b>1,267.50</b> | <b>1,267.50</b> |                |             |
| <b>Avesis Third Party Administrators Inc - VEND-1108</b> |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/31/2022 | 1022 Vision              | Net 30     | 407.96     | 0.00     | 15.00    | 407.96          | 407.96          | 2902628        | BL-9349     |
|                                                          |            |                          |            |            |          |          | <b>407.96</b>   | <b>407.96</b>   |                |             |
| <b>Bally Sports Midwest - VEND-1222</b>                  |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/26/2022 | EXP Basic                | Net 30     | 4,543.52   | 0.00     | 15.00    | 4,543.52        | 4,543.52        | U39176         | BL-9414     |
|                                                          |            |                          |            |            |          |          | <b>4,543.52</b> | <b>4,543.52</b> |                |             |
| <b>Big Ten Network - VEND-1096</b>                       |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/30/2022 | BTN                      | Net 30     | 1,882.76   | 0.00     | 15.00    | 1,882.76        | 1,882.76        | 176089         | BL-9413     |
|                                                          |            |                          |            |            |          |          | <b>1,882.76</b> | <b>1,882.76</b> |                |             |
| <b>Border States Industries Inc - VEND-1070</b>          |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/20/2022 | 3" PVC Sweeps            | Net 30     | 534.60     | 0.00     | 15.00    | 534.60          | 534.60          | 924977548      | BL-9361     |
|                                                          | 10/27/2022 | 200kVAR Capacitors       | Net 30     | 2,199.39   | 0.00     | 15.00    | 2,199.39        | 2,199.39        | 925023755      | BL-9314     |
|                                                          |            |                          |            |            |          |          | <b>2,733.99</b> | <b>2,733.99</b> |                |             |
| <b>Casual Rags - VEND-1006</b>                           |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/28/2022 | Shirts                   | Net 30     | 347.00     | 0.00     | 15.00    | 347.00          | 347.00          | 155011         | BL-9352     |
|                                                          |            |                          |            |            |          |          | <b>347.00</b>   | <b>347.00</b>   |                |             |
| <b>Cintas Corporation - VEND-1007</b>                    |            |                          |            |            |          |          |                 |                 |                |             |
|                                                          | 10/16/2022 | First aid supplies       | Net 30     | 116.02     | 0.00     | 15.00    | 116.02          | 116.02          | 8405880752     | BL-9369     |
|                                                          | 10/27/2022 | First aid supplies       | Net 30     | 102.31     | 0.00     | 15.00    | 102.31          | 102.31          | 5126211440     | BL-9342     |
|                                                          | 11/3/2022  | First aid supplies       | Net 30     | 66.40      | 0.00     | 15.00    | 66.40           | 66.40           | 5127194147     | BL-9419     |

# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, October 6, 2022

11:56:26 AM

| Vendor                                       | Due Date                               | Notes      | Terms     | Bill Total | Discount | Interest  | Amount Due | Payment                   | Invoice Number | Bill Number |
|----------------------------------------------|----------------------------------------|------------|-----------|------------|----------|-----------|------------|---------------------------|----------------|-------------|
|                                              |                                        |            |           |            |          |           | 284.73     | 284.73                    |                |             |
| CIRCLE B CASHWAY - VEND-8615                 |                                        |            |           |            |          |           |            |                           |                |             |
| 9/30/2022                                    | 2x6-12' SPF                            | Open Terms | 22.40     | 0.00       | 0.00     | 22.40     | 22.40      | 883782                    | BL-9358        |             |
|                                              |                                        |            |           |            |          |           | 22.40      | 22.40                     |                |             |
| City Of Indianola - VEND-1008 - BL-9403      |                                        |            |           |            |          |           |            |                           |                |             |
| 11/2/2022                                    | 1022 Professional Services             | Net 30     | 12,122.17 | 0.00       | 15.00    | 12,122.17 | 12,122.17  | 2972                      | BL-9403        |             |
|                                              |                                        |            |           |            |          |           | 12,122.17  | 12,122.17                 |                |             |
| City Of Indianola - VEND-1008 - BL-9430      |                                        |            |           |            |          |           |            |                           |                |             |
| 10/30/2022                                   | 4th Qtr 22 Franchise Fees              | Net 30     | 15,816.11 | 0.00       | 15.00    | 15,816.11 | 15,816.11  | 4th Qtr 22 Franchise Fees | BL-9430        |             |
|                                              |                                        |            |           |            |          |           | 15,816.11  | 15,816.11                 |                |             |
| Consortia Consulting - VEND-1009             |                                        |            |           |            |          |           |            |                           |                |             |
| 10/22/2022                                   | Consulting                             | Net 30     | 2,223.75  | 0.00       | 15.00    | 2,223.75  | 2,223.75   | 24062                     | BL-9393        |             |
|                                              |                                        |            |           |            |          |           | 2,223.75   | 2,223.75                  |                |             |
| CONTRACTOR SOLUTIONS - VEND-99924            |                                        |            |           |            |          |           |            |                           |                |             |
| 10/4/2022                                    | Compact magnetic ML3SY                 | Open Terms | 925.00    | 0.00       | 0.00     | 925.00    | 925.00     | 1-539732                  | BL-9423        |             |
|                                              |                                        |            |           |            |          |           | 925.00     | 925.00                    |                |             |
| CORE & MAIN - VEND-102636                    |                                        |            |           |            |          |           |            |                           |                |             |
| 9/17/2022                                    | COUPLING - COMPRESSION - 3/4", COUPLI  | Open Terms | 235.00    | 0.00       | 0.00     | 235.00    | 235.00     | R579247                   | BL-9355        |             |
| 10/4/2022                                    | HYDRANT - WATROUS - 5 1/4"             | Open Terms | 3,350.00  | 0.00       | 0.00     | 3,350.00  | 3,350.00   | R651479                   | BL-9425        |             |
| 10/4/2022                                    | COUPLING - HYMAX - 4"                  | Open Terms | 470.00    | 0.00       | 0.00     | 470.00    | 470.00     | R674464                   | BL-9426        |             |
|                                              |                                        |            |           |            |          |           | 4,055.00   | 4,055.00                  |                |             |
| Courtney & Dale Widman - VEND-1141 - BL-9317 |                                        |            |           |            |          |           |            |                           |                |             |
| 10/3/2022                                    | Credit Refund                          | Net 30     | 8.19      | 0.00       | 0.00     | 8.19      | 8.19       | 00050273-4                | BL-9317        |             |
|                                              |                                        |            |           |            |          |           | 8.19       | 8.19                      |                |             |
| Crystal Clear Communications LLC - VEND-1205 |                                        |            |           |            |          |           |            |                           |                |             |
| 10/31/2022                                   | Monthly retainer and stock photography | Net 30     | 2,549.00  | 0.00       | 15.00    | 2,549.00  | 2,549.00   | CCC-0317                  | BL-9373        |             |
|                                              |                                        |            |           |            |          |           | 2,549.00   | 2,549.00                  |                |             |
| DES MOINES WATER WORKS - VEND-10870          |                                        |            |           |            |          |           |            |                           |                |             |
| 9/30/2022                                    | Leak detection service                 | Open Terms | 325.00    | 0.00       | 0.00     | 325.00    | 325.00     |                           | BL-9429        |             |
|                                              |                                        |            |           |            |          |           | 325.00     | 325.00                    |                |             |

# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, October 6, 2022

11:56:26 AM

| Vendor                                            | Due Date   | Notes                         | Terms      | Bill Total | Discount | Interest | Amount Due       | Payment          | Invoice Number         | Bill Number |
|---------------------------------------------------|------------|-------------------------------|------------|------------|----------|----------|------------------|------------------|------------------------|-------------|
| <b>DES PLANQUES, CHRIS - VEND-101766</b>          |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/2/2022  | 1022 Cel Phone                | Open Terms | 75.00      | 0.00     | 0.00     | 75.00            | 75.00            | 1022 Cel Phone         | BL-9338     |
|                                                   |            |                               |            |            |          |          | <b>75.00</b>     | <b>75.00</b>     |                        |             |
| <b>DNR - VEND-1167</b>                            |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 11/3/2022  | Annual water supply fee FY23  | Net 30     | 115.00     | 0.00     | 15.00    | 115.00           | 115.00           |                        | BL-9427     |
|                                                   |            |                               |            |            |          |          | <b>115.00</b>    | <b>115.00</b>    |                        |             |
| <b>Doug Pagel - VEND-1283</b>                     |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/31/2022 | 1022 Cel Phone                | Net 30     | 75.00      | 0.00     | 15.00    | 75.00            | 75.00            | 1022 Cel Phone         | BL-9339     |
|                                                   |            |                               |            |            |          |          | <b>75.00</b>     | <b>75.00</b>     |                        |             |
| <b>Doug Shull - VEND-1105</b>                     |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/31/2022 | 1022 Treasury Contract        | Net 30     | 83.34      | 0.00     | 15.00    | 83.34            | 83.34            | 1022 Treasury Contract | BL-9330     |
|                                                   |            |                               |            |            |          |          | <b>83.34</b>     | <b>83.34</b>     |                        |             |
| <b>Duke Rentals - VEND-1338</b>                   |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/30/2022 | Scissor lift                  | Net 30     | 8,560.00   | 0.00     | 15.00    | 8,560.00         | 8,560.00         |                        | BL-9326     |
|                                                   |            |                               |            |            |          |          | <b>8,560.00</b>  | <b>8,560.00</b>  |                        |             |
| <b>Dylan Michelsen - VEND-1180</b>                |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/31/2022 | 1022 Cel Phone                | Net 30     | 75.00      | 0.00     | 15.00    | 75.00            | 75.00            | 1022 Cel Phone         | BL-9334     |
|                                                   |            |                               |            |            |          |          | <b>75.00</b>     | <b>75.00</b>     |                        |             |
| <b>Elisha Brown - VEND-1209</b>                   |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/31/2022 | 1022 Cel Phone                | Net 30     | 50.00      | 0.00     | 15.00    | 50.00            | 50.00            | 1022 Cel Phone         | BL-9337     |
|                                                   | 11/5/2022  | Mileage for training in SD    | Net 30     | 460.00     | 0.00     | 15.00    | 460.00           | 460.00           |                        | BL-9443     |
|                                                   |            |                               |            |            |          |          | <b>510.00</b>    | <b>510.00</b>    |                        |             |
| <b>Fuse Technic LLC - VEND-1012</b>               |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 11/2/2022  | Troubleshooting               | Net 30     | 1,275.00   | 0.00     | 15.00    | 1,275.00         | 1,275.00         | FT20221003004          | BL-9409     |
|                                                   |            |                               |            |            |          |          | <b>1,275.00</b>  | <b>1,275.00</b>  |                        |             |
| <b>General Electric International - VEND-1339</b> |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 10/21/2022 | Turbine 8 Check valve/nozzles | Net 30     | 13,168.46  | 0.00     | 15.00    | 13,168.46        | 13,168.46        | 21874524               | BL-9415     |
|                                                   |            |                               |            |            |          |          | <b>13,168.46</b> | <b>13,168.46</b> |                        |             |
| <b>GRAYMONT WESTERN LIME INC - VEND-101387</b>    |            |                               |            |            |          |          |                  |                  |                        |             |
|                                                   | 9/27/2022  | High calcium quicklime        | Open Terms | 5,090.70   | 0.00     | 0.00     | 5,090.70         | 5,090.70         | 175822                 | BL-9351     |

# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, October 6, 2022

11:56:26 AM

| Vendor                              | Due Date                                       | Notes      | Terms     | Bill Total | Discount | Interest  | Amount Due | Payment    | Invoice Number | Bill Number |
|-------------------------------------|------------------------------------------------|------------|-----------|------------|----------|-----------|------------|------------|----------------|-------------|
|                                     |                                                |            |           |            |          |           | 5,090.70   | 5,090.70   |                |             |
| Gregg Young Buick GMC - VEND-1227   |                                                |            |           |            |          |           |            |            |                |             |
| 10/29/2022                          | Part for 2016 Chevy Silverado                  | Net 30     | 75.11     | 0.00       | 15.00    | 75.11     | 75.11      | 75588      | BL-9359        |             |
|                                     |                                                |            |           |            |          |           | 75.11      | 75.11      |                |             |
| ImOn Communications LLC - VEND-1072 |                                                |            |           |            |          |           |            |            |                |             |
| 10/30/2022                          | Regulatory and billing                         | Net 30     | 7,064.06  | 0.00       | 15.00    | 7,064.06  | 7,064.06   | INV0033614 | BL-9406        |             |
|                                     |                                                |            |           |            |          |           | 7,064.06   | 7,064.06   |                |             |
| Impact - VEND-1141 - BL-9321        |                                                |            |           |            |          |           |            |            |                |             |
| 10/3/2022                           | Refund for overpayment on acct for Betsy Gritt | Net 30     | 270.00    | 0.00       | 0.00     | 270.00    | 270.00     | 00037468-1 | BL-9321        |             |
|                                     |                                                |            |           |            |          |           | 270.00     | 270.00     |                |             |
| Impact - VEND-1141 - BL-9322        |                                                |            |           |            |          |           |            |            |                |             |
| 10/3/2022                           | Refund for overpayment on acct for Judy Gwir   | Net 30     | 270.00    | 0.00       | 0.00     | 270.00    | 270.00     | 00000314-9 | BL-9322        |             |
|                                     |                                                |            |           |            |          |           | 270.00     | 270.00     |                |             |
| Impact - VEND-1141 - BL-9323        |                                                |            |           |            |          |           |            |            |                |             |
| 10/3/2022                           | Refund for overpayment on acct for Norma Scl   | Net 30     | 315.00    | 0.00       | 0.00     | 315.00    | 315.00     | 00057923-5 | BL-9323        |             |
|                                     |                                                |            |           |            |          |           | 315.00     | 315.00     |                |             |
| IMU - VEND-8629                     |                                                |            |           |            |          |           |            |            |                |             |
| 10/2/2022                           | Utilities- Util Svcs                           | Open Terms | 308.75    | 0.00       | 0.00     | 308.75    | 308.75     | 10232884   | BL-9402        |             |
| 10/2/2022                           | Utilities - Fiber                              | Open Terms | 1,854.85  | 0.00       | 0.00     | 1,854.85  | 1,854.85   | 10233085   | BL-9416        |             |
| 10/2/2022                           | Utilities - WA                                 | Open Terms | 14,446.84 | 0.00       | 0.00     | 14,446.84 | 14,446.84  | 10232589   | BL-9422        |             |
| 10/2/2022                           | Utilities - EL                                 | Open Terms | 1,540.07  | 0.00       | 0.00     | 1,540.07  | 1,540.07   | 10230204   | BL-9437        |             |
|                                     |                                                |            |           |            |          |           | 18,150.51  | 18,150.51  |                |             |
| IMWCA - VEND-1130                   |                                                |            |           |            |          |           |            |            |                |             |
| 10/31/2022                          | Premiums - Installment 4                       | Net 30     | 2,957.14  | 0.00       | 15.00    | 2,957.14  | 2,957.14   | INV84689   | BL-9360        |             |
|                                     |                                                |            |           |            |          |           | 2,957.14   | 2,957.14   |                |             |
| Independent Advocate - VEND-1136    |                                                |            |           |            |          |           |            |            |                |             |
| 9/24/2022                           | BOT minutes and publication report             | Net 30     | 203.87    | 0.00       | 15.00    | 203.87    | 203.87     | 2415       | BL-9329        |             |
| 10/6/2022                           | Digital advertising                            | Net 30     | 500.00    | 0.00       | 15.00    | 500.00    | 500.00     | 2450       | BL-9401        |             |
| 10/21/2022                          | BOT minutes and publication report             | Net 30     | 260.66    | 0.00       | 15.00    | 260.66    | 260.66     | 2513       | BL-9372        |             |
| 10/28/2022                          | Official notification                          | Net 30     | 26.12     | 0.00       | 15.00    | 26.12     | 26.12      | 2530       | BL-9374        |             |
| 10/30/2022                          | Digital advertising                            | Net 30     | 500.00    | 0.00       | 15.00    | 500.00    | 500.00     | 2547       | BL-9440        |             |
|                                     |                                                |            |           |            |          |           | 1,490.65   | 1,490.65   |                |             |

# AP Check Preview

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## Indianola Municipal Utilities

Thursday, October 6, 2022

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| Vendor                                            | Due Date   | Notes                                           | Terms      | Bill Total | Discount | Interest | Amount Due       | Payment          | Invoice Number | Bill Number |
|---------------------------------------------------|------------|-------------------------------------------------|------------|------------|----------|----------|------------------|------------------|----------------|-------------|
| <b>Innovative Systems - VEND-1048</b>             |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 10/31/2022 | 1022 Maint/Software Fees                        | Net 30     | 22,435.56  | 0.00     | 15.00    | 22,435.56        | 22,435.56        | INV - 05896    | BL-9404     |
|                                                   | 10/31/2022 | 4th Qtr 2022 ACS Fees                           | Net 30     | 1,800.00   | 0.00     | 15.00    | 1,800.00         | 1,800.00         | INV-05958      | BL-9405     |
|                                                   |            |                                                 |            |            |          |          | <b>24,235.56</b> | <b>24,235.56</b> |                |             |
| <b>Iowa One Call - VEND-1015</b>                  |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 10/30/2022 | Locates                                         | Net 30     | 477.00     | 0.00     | 15.00    | 477.00           | 477.00           | 244539         | BL-9434     |
|                                                   |            |                                                 |            |            |          |          | <b>477.00</b>    | <b>477.00</b>    |                |             |
| <b>Iowa Radio Plus - VEND-1223</b>                |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 10/25/2022 | :30 Web ad                                      | Net 30     | 28.56      | 0.00     | 15.00    | 28.56            | 28.56            | 22090670       | BL-9394     |
|                                                   |            |                                                 |            |            |          |          | <b>28.56</b>     | <b>28.56</b>     |                |             |
| <b>John And Janet Woods - VEND-1141 - BL-9319</b> |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 10/3/2022  | Credit Refund                                   | Net 30     | 13.39      | 0.00     | 0.00     | 13.39            | 13.39            | 00057459-2     | BL-9319     |
|                                                   |            |                                                 |            |            |          |          | <b>13.39</b>     | <b>13.39</b>     |                |             |
| <b>John Deere Financial - VEND-1106</b>           |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 9/25/2022  | Work on backhoe                                 | Net 30     | 1,256.65   | 0.00     | 15.00    | 1,256.65         | 1,256.65         | 415036         | BL-9347     |
|                                                   |            |                                                 |            |            |          |          | <b>1,256.65</b>  | <b>1,256.65</b>  |                |             |
| <b>JV TRUCKING LLC - VEND-102429</b>              |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 9/27/2022  | 3/8 Pea gravel                                  | Open Terms | 751.38     | 0.00     | 0.00     | 751.38           | 751.38           | 5977           | BL-9325     |
|                                                   |            |                                                 |            |            |          |          | <b>751.38</b>    | <b>751.38</b>    |                |             |
| <b>KELLER'S GARAGE - VEND-102525</b>              |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 9/30/2022  | Work on 2018 Ram                                | Open Terms | 101.24     | 0.00     | 0.00     | 101.24           | 101.24           | 126            | BL-9356     |
|                                                   | 10/1/2022  | Equinox - Meter vehicle repairs                 | Open Terms | 1,722.70   | 0.00     | 0.00     | 1,722.70         | 1,722.70         | 125            | BL-9316     |
|                                                   |            |                                                 |            |            |          |          | <b>1,823.94</b>  | <b>1,823.94</b>  |                |             |
| <b>Kimball Construction - VEND-1146</b>           |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 10/21/2022 | Work at 1209 S 3rd                              | Net 30     | 3,630.00   | 0.00     | 15.00    | 3,630.00         | 3,630.00         |                | BL-9392     |
|                                                   | 11/4/2022  | Trenched in fiber conduit and install handholes | Net 30     | 6,573.00   | 0.00     | 15.00    | 6,573.00         | 6,573.00         |                | BL-9433     |
|                                                   |            |                                                 |            |            |          |          | <b>10,203.00</b> | <b>10,203.00</b> |                |             |
| <b>KNIA/KRLS - VEND-1090</b>                      |            |                                                 |            |            |          |          |                  |                  |                |             |
|                                                   | 10/25/2022 | :30 Spots                                       | Net 30     | 634.32     | 0.00     | 15.00    | 634.32           | 634.32           | 22090523       | BL-9395     |
|                                                   |            |                                                 |            |            |          |          | <b>634.32</b>    | <b>634.32</b>    |                |             |
| <b>Kurt Gocken - VEND-1023</b>                    |            |                                                 |            |            |          |          |                  |                  |                |             |

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## Indianola Municipal Utilities

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|---------------------------------------------------|------------|----------------------------------------------|------------|------------|----------|----------|-----------------|-----------------|---------------------|-------------|
|                                                   | 10/31/2022 | 1022 Cel Phone                               | Net 30     | 75.00      | 0.00     | 15.00    | 75.00           | 75.00           | 1022 Cel Phone      | BL-9331     |
|                                                   |            |                                              |            |            |          |          | <b>75.00</b>    | <b>75.00</b>    |                     |             |
| <b>Kurt Ripperger - VEND-1025</b>                 |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/31/2022 | 1022 Cel Phone                               | Net 30     | 75.00      | 0.00     | 15.00    | 75.00           | 75.00           | 1022 Cel Phone      | BL-9332     |
|                                                   |            |                                              |            |            |          |          | <b>75.00</b>    | <b>75.00</b>    |                     |             |
| <b>LOGAN CONTRACTORS SUPPLY INC. - VEND-32620</b> |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 9/30/2022  | Dowel                                        | Open Terms | 243.95     | 0.00     | 0.00     | 243.95          | 243.95          | B12312              | BL-9357     |
|                                                   |            |                                              |            |            |          |          | <b>243.95</b>   | <b>243.95</b>   |                     |             |
| <b>LONGER, CHRIS - VEND-34025</b>                 |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/2/2022  | 1022 Cel Phone                               | Open Terms | 75.00      | 0.00     | 0.00     | 75.00           | 75.00           | 1022 Cel Phone      | BL-9335     |
|                                                   |            |                                              |            |            |          |          | <b>75.00</b>    | <b>75.00</b>    |                     |             |
| <b>Marquee Sports Network - VEND-1165</b>         |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/30/2022 | 0922 Expanded Basic                          | Net 30     | 2,815.80   | 0.00     | 15.00    | 2,815.80        | 2,815.80        | 0922 Expanded Basic | BL-9412     |
|                                                   |            |                                              |            |            |          |          | <b>2,815.80</b> | <b>2,815.80</b> |                     |             |
| <b>METCALF, MIKE - VEND-34230</b>                 |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/2/2022  | 1022 Cel Phone                               | Open Terms | 75.00      | 0.00     | 0.00     | 75.00           | 75.00           | 1022 Cel Phone      | BL-9336     |
|                                                   |            |                                              |            |            |          |          | <b>75.00</b>    | <b>75.00</b>    |                     |             |
| <b>Mid American Energy Co - VEND-1018</b>         |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/19/2022 | Gas - 1300 E Iowa Bldg A                     | Net 30     | 15.18      | 0.00     | 15.00    | 15.18           | 15.18           | 530771913           | BL-9362     |
|                                                   | 10/19/2022 | Gas - 1300 E Iowa Bldg B                     | Net 30     | 12.46      | 0.00     | 15.00    | 12.46           | 12.46           | 530763572           | BL-9363     |
|                                                   | 10/19/2022 | Gas - 210 W 2nd Ave                          | Net 30     | 12.46      | 0.00     | 15.00    | 12.46           | 12.46           | 530801732           | BL-9364     |
|                                                   | 10/19/2022 | Gas - 110 S B                                | Net 30     | 14.28      | 0.00     | 15.00    | 14.28           | 14.28           | 530785453           | BL-9390     |
|                                                   | 10/19/2022 | Gas - 909 E Hillcrest                        | Net 30     | 12.46      | 0.00     | 15.00    | 12.46           | 12.46           | 530782274           | BL-9391     |
|                                                   | 10/23/2022 | Gas - Municipal Plant                        | Net 30     | 57.46      | 0.00     | 15.00    | 57.46           | 57.46           | 530978287           | BL-9324     |
|                                                   |            |                                              |            |            |          |          | <b>124.30</b>   | <b>124.30</b>   |                     |             |
| <b>Mudslingers - VEND-1141 - BL-9320</b>          |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/3/2022  | Refund for overpayment on acct for Mudslinge | Net 30     | 44.65      | 0.00     | 0.00     | 44.65           | 44.65           | 00048411-7          | BL-9320     |
|                                                   |            |                                              |            |            |          |          | <b>44.65</b>    | <b>44.65</b>    |                     |             |
| <b>MUNICIPAL SUPPLY INC - VEND-35810</b>          |            |                                              |            |            |          |          |                 |                 |                     |             |
|                                                   | 10/1/2022  | COUPLING - HYMAX - 4"                        | Open Terms | 557.40     | 0.00     | 0.00     | 557.40          | 557.40          | 0849810-IN          | BL-9354     |
|                                                   |            |                                              |            |            |          |          | <b>557.40</b>   | <b>557.40</b>   |                     |             |

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|-----------------------------------------------------|------------|----------------------------------|------------|------------|----------|----------|------------------|------------------|--------------------------|-------------|
| <b>Mutual Of Omaha - VEND-1107</b>                  |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 8/31/2022  | 0822 Premiums                    | Net 30     | 5,156.91   | 0.00     | 15.00    | 5,156.91         | 5,156.91         | 1401227259               | BL-9328     |
|                                                     | 10/1/2022  | 0922 Premiums                    | Net 30     | 5,164.55   | 0.00     | 15.00    | 5,164.55         | 5,164.55         | 1406838331               | BL-9441     |
|                                                     |            |                                  |            |            |          |          | <b>10,321.46</b> | <b>10,321.46</b> |                          |             |
| <b>Nexstar Broadcasting, Inc - VEND-1092</b>        |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 10/30/2022 | WHO                              | Net 30     | 6,382.70   | 0.00     | 15.00    | 6,382.70         | 6,382.70         | 462061                   | BL-9410     |
|                                                     | 10/30/2022 | Newsnation                       | Net 30     | 327.60     | 0.00     | 15.00    | 327.60           | 327.60           | 462062                   | BL-9411     |
|                                                     |            |                                  |            |            |          |          | <b>6,710.30</b>  | <b>6,710.30</b>  |                          |             |
| <b>Norwalk Ready Mix Concrete, Inc. - VEND-1119</b> |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 10/16/2022 | Line shop concrete               | Net 30     | 1,244.03   | 0.00     | 15.00    | 1,244.03         | 1,244.03         | 314152                   | BL-9367     |
|                                                     | 10/19/2022 | Line shop concrete               | Net 30     | 1,702.35   | 0.00     | 15.00    | 1,702.35         | 1,702.35         | 314273                   | BL-9366     |
|                                                     | 10/21/2022 | Line shop concrete               | Net 30     | 3,077.33   | 0.00     | 15.00    | 3,077.33         | 3,077.33         | 314525                   | BL-9365     |
|                                                     | 10/29/2022 | M-4 Limestone                    | Net 30     | 612.00     | 0.00     | 15.00    | 612.00           | 612.00           | 315257                   | BL-9421     |
|                                                     |            |                                  |            |            |          |          | <b>6,635.71</b>  | <b>6,635.71</b>  |                          |             |
| <b>PIERCE BROTHERS REPAIR - VEND-42410</b>          |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 9/17/2022  | Welding on vac machine           | Open Terms | 18.00      | 0.00     | 0.00     | 18.00            | 18.00            | 140226                   | BL-9350     |
|                                                     |            |                                  |            |            |          |          | <b>18.00</b>     | <b>18.00</b>     |                          |             |
| <b>Power &amp; Tel - VEND-1037</b>                  |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 10/19/2022 | TRAY - FOSCACCCTRAY24            | Net 30     | 187.20     | 0.00     | 15.00    | 187.20           | 187.20           | 7556321-00               | BL-9381     |
|                                                     | 10/21/2022 | Dual processor, transcode stream | Net 30     | 14,152.63  | 0.00     | 15.00    | 14,152.63        | 14,152.63        | 7561864-01               | BL-9377     |
|                                                     | 10/22/2022 | Jumpers                          | Net 30     | 3,043.81   | 0.00     | 15.00    | 3,043.81         | 3,043.81         | 7556321-01               | BL-9385     |
|                                                     | 10/26/2022 | CLOSURE DROP TERMINAL KIT        | Net 30     | 506.80     | 0.00     | 15.00    | 506.80           | 506.80           | 7524136-01               | BL-9378     |
|                                                     | 10/27/2022 | 1 year support and maintenance   | Net 30     | 1,798.29   | 0.00     | 15.00    | 1,798.29         | 1,798.29         | 7561864-00               | BL-9400     |
|                                                     |            |                                  |            |            |          |          | <b>19,688.73</b> | <b>19,688.73</b> |                          |             |
| <b>POWER LINE SUPPLY - VEND-103039</b>              |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 9/29/2022  | 4/0 Seal Kit                     | Open Terms | 503.97     | 0.00     | 0.00     | 503.97           | 503.97           | 56692780                 | BL-9348     |
|                                                     |            |                                  |            |            |          |          | <b>503.97</b>    | <b>503.97</b>    |                          |             |
| <b>RESCO - VEND-47234</b>                           |            |                                  |            |            |          |          |                  |                  |                          |             |
|                                                     | 9/21/2022  | Single Phase Transformers        | Open Terms | 4,802.95   | 0.00     | 0.00     | 4,802.95         | 4,802.95         | 828964-02                | BL-9368     |
|                                                     | 10/1/2022  | Transformer                      | Open Terms | 5,494.24   | 0.00     | 0.00     | 5,494.24         | 5,494.24         | 828964-03 &<br>874981-00 | BL-9438     |
|                                                     |            |                                  |            |            |          |          | <b>10,297.19</b> | <b>10,297.19</b> |                          |             |
| <b>Skye McBroom - VEND-1026</b>                     |            |                                  |            |            |          |          |                  |                  |                          |             |

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|---------------------------------------------------------|------------|--------------------------------------|------------|------------|----------|----------|-----------------|-----------------|---------------------------|-------------|
|                                                         | 10/8/2022  | TW Blankets                          | Net 30     | 63.69      | 0.00     | 15.00    | 63.69           | 63.69           | 01491                     | BL-9420     |
|                                                         | 10/31/2022 | 1022 Cel Phone                       | Net 30     | 75.00      | 0.00     | 15.00    | 75.00           | 75.00           | 1022 Cel Phone            | BL-9333     |
|                                                         |            |                                      |            |            |          |          | <b>138.69</b>   | <b>138.69</b>   |                           |             |
| <b>SPEE-DEE DELIVERY SERVICE INC - VEND-102273</b>      |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 9/25/2022  | Shipping parts                       | Open Terms | 25.53      | 0.00     | 0.00     | 25.53           | 25.53           | 664434                    | BL-9341     |
|                                                         |            |                                      |            |            |          |          | <b>25.53</b>    | <b>25.53</b>    |                           |             |
| <b>STERNQUIST CONST. INC. - VEND-50360</b>              |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/4/2022  | 1.5" Crushed concrete                | Open Terms | 420.60     | 0.00     | 0.00     | 420.60          | 420.60          | 1889                      | BL-9424     |
|                                                         |            |                                      |            |            |          |          | <b>420.60</b>   | <b>420.60</b>   |                           |             |
| <b>T.R.M. DISPOSAL LLC - VEND-101016</b>                |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 9/25/2022  | 1022 Trash                           | Open Terms | 42.00      | 0.00     | 0.00     | 42.00           | 42.00           | 24989                     | BL-9340     |
|                                                         |            |                                      |            |            |          |          | <b>42.00</b>    | <b>42.00</b>    |                           |             |
| <b>Tanner &amp; Kelsey Miller - VEND-1141 - BL-9318</b> |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/3/2022  | Credit Refund                        | Net 30     | 5.86       | 0.00     | 0.00     | 5.86            | 5.86            | 00049933-0                | BL-9318     |
|                                                         |            |                                      |            |            |          |          | <b>5.86</b>     | <b>5.86</b>     |                           |             |
| <b>Teklink - VEND-1262</b>                              |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/18/2022 | Conduit bury                         | Net 30     | 3,204.00   | 0.00     | 15.00    | 3,204.00        | 3,204.00        | WE 9-17-22                | BL-9389     |
|                                                         | 11/1/2022  | Conduit bury                         | Net 30     | 3,550.00   | 0.00     | 15.00    | 3,550.00        | 3,550.00        | WE 10/01/22               | BL-9396     |
|                                                         |            |                                      |            |            |          |          | <b>6,754.00</b> | <b>6,754.00</b> |                           |             |
| <b>TrueNorth Companies LC - VEND-1100</b>               |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/26/2022 | September safety meeting             | Net 30     | 25.00      | 0.00     | 15.00    | 25.00           | 25.00           | 135878                    | BL-9343     |
|                                                         |            |                                      |            |            |          |          | <b>25.00</b>    | <b>25.00</b>    |                           |             |
| <b>Unite Private Networks - VEND-1054</b>               |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/31/2022 | Dark Fiber                           | Net 30     | 3,368.60   | 0.00     | 15.00    | 3,368.60        | 3,368.60        | SI-22-029610              | BL-9407     |
|                                                         |            |                                      |            |            |          |          | <b>3,368.60</b> | <b>3,368.60</b> |                           |             |
| <b>United States Treasury - VEND-1138</b>               |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/30/2022 | Q3-2022 Federal Excise Tax           | Net 30     | 1,445.99   | 0.00     | 15.00    | 1,445.99        | 1,445.99        | Q3-2022 Federal Excise Tx | BL-9431     |
|                                                         |            |                                      |            |            |          |          | <b>1,445.99</b> | <b>1,445.99</b> |                           |             |
| <b>Vanderpool Plumbing &amp; Heating - VEND-1066</b>    |            |                                      |            |            |          |          |                 |                 |                           |             |
|                                                         | 10/22/2022 | Air handler repair - switchgear room | Net 30     | 167.46     | 0.00     | 15.00    | 167.46          | 167.46          | 5825                      | BL-9371     |



# AP Check Preview

Date Range: All Dates

## Indianola Municipal Utilities

Thursday, October 6, 2022

11:56:26 AM

| Vendor                                         | Due Date                          | Notes      | Terms    | Bill Total | Discount | Interest | Amount Due   | Payment                   | Invoice Number | Bill Number |
|------------------------------------------------|-----------------------------------|------------|----------|------------|----------|----------|--------------|---------------------------|----------------|-------------|
|                                                |                                   |            |          |            |          |          | 167.46       | 167.46                    |                |             |
| Warren County 911 - VEND-1132                  |                                   |            |          |            |          |          |              |                           |                |             |
| 10/30/2021                                     | 3rd Qtr 2021 E911 Fees - Reissued | Net 30     | 2,145.33 | 0.00       | 15.00    | 2,145.33 | 2,145.33     | 3rd Qtr 2021 E911 Fees x2 | BL-9439        |             |
| 10/30/2022                                     | 3rd Qtr 2022 E911 Fees            | Net 30     | 2,307.69 | 0.00       | 15.00    | 2,307.69 | 2,307.69     | 3rd Qtr 2022 E911 Fees    | BL-9432        |             |
|                                                |                                   |            |          |            |          |          | 4,453.02     | 4,453.02                  |                |             |
| WESCO - VEND-60220                             |                                   |            |          |            |          |          |              |                           |                |             |
| 9/28/2022                                      | Photo Controls                    | Open Terms | 1,159.88 | 0.00       | 0.00     | 1,159.88 | 1,159.88     | 341207                    | BL-9313        |             |
| 9/30/2022                                      | 12/2 UF Wire                      | Open Terms | 737.22   | 0.00       | 0.00     | 737.22   | 737.22       | 343781                    | BL-9312        |             |
| 10/5/2022                                      | 3-Phase Secondary Peds            | Open Terms | 2,109.73 | 0.00       | 0.00     | 2,109.73 | 2,109.73     | 350567                    | BL-9435        |             |
|                                                |                                   |            |          |            |          |          | 4,006.83     | 4,006.83                  |                |             |
| Wiegert Disposal Inc - VEND-1081               |                                   |            |          |            |          |          |              |                           |                |             |
| 10/31/2022                                     | 1022 Dumpster Service             | Net 30     | 110.00   | 0.00       | 15.00    | 110.00   | 110.00       | 1022 Dumpster Service     | BL-9418        |             |
|                                                |                                   |            |          |            |          |          | 110.00       | 110.00                    |                |             |
| Wisconsin Independent Network, LLC - VEND-1067 |                                   |            |          |            |          |          |              |                           |                |             |
| 10/31/2022                                     | Ethernet                          | Net 30     | 7,383.00 | 0.00       | 15.00    | 7,383.00 | 7,383.00     | WIN017587                 | BL-9408        |             |
|                                                |                                   |            |          |            |          |          | 7,383.00     | 7,383.00                  |                |             |
| YMCA Of Greater Des Moines - VEND-1169         |                                   |            |          |            |          |          |              |                           |                |             |
| 10/31/2022                                     | 1022 Employee Wellness            | Net 30     | 416.40   | 0.00       | 15.00    | 416.40   | 416.40       | 1022 Employee Wellness    | BL-9327        |             |
|                                                |                                   |            |          |            |          |          | 416.40       | 416.40                    |                |             |
| Check Count: 76                                |                                   |            |          | Totals:    |          |          | \$239,175.46 | \$239,175.46              |                |             |

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Approval of August 2022 Financial Reports.

---

**Recommendation:** Simple motion is in order.

**Attachments:** 1. 0822 Financials Summary

Water Utility Financial Summary  
August 31, 2022

600 WATER OPERATING FUND

|                        | FY22      |            |             |
|------------------------|-----------|------------|-------------|
|                        | Budget    | YTD Actual | % of Budget |
| Water Service Sales    | 2,537,500 | 449,991    | 17.73%      |
| Other Water Revenue    | 289,100   | 34,407     | 11.90%      |
| Total Revenue:         | 2,826,600 | 484,398    |             |
|                        |           |            |             |
| Water O&M Expense      | 2,381,557 | 468,992    | 19.69%      |
| Total Expense:         | 2,381,557 | 468,992    |             |
|                        |           |            |             |
| Beginning Net Position |           | 13,348,270 |             |
| Net Surplus (Deficit)  |           | 15,406     |             |
| Ending Net Position    |           | 13,363,676 |             |

700 WATER CAPITAL FUND

|                        |         |           |        |
|------------------------|---------|-----------|--------|
| From Water Operations  | 424,900 | 146,633   | 34.51% |
| Total Transfers In:    | 424,900 | 146,633   |        |
|                        |         |           |        |
| Water Capital Expense  | 849,800 | 124,646   | 14.67% |
| Total Expense:         | 849,800 | 124,646   |        |
|                        |         |           |        |
| Beginning Net Position |         | 2,611,158 |        |
| Net Surplus (Deficit)  |         | 21,988    |        |
| Ending Net Position    |         | 2,633,146 |        |

WATER CASH ON HAND  
(110 days or greater)

229 days

|          |    |                  |
|----------|----|------------------|
| O&M      | \$ | 270,927          |
| Capital  | \$ | 2,536,469        |
| Reserves | \$ | 75,000           |
|          |    | <u>2,882,397</u> |

| FY23      |            |             |
|-----------|------------|-------------|
| Budget    | YTD Actual | % of Budget |
| 2,941,250 | 478,737    | 16.28%      |
| 310,700   | 45,149     | 14.53%      |
| 3,251,950 | 523,885    |             |
|           |            |             |
| 3,292,411 | 615,965    | 18.71%      |
| 3,292,411 | 615,965    |             |
|           |            |             |
|           | 14,257,601 |             |
|           | (93,336)   |             |
|           | 14,164,265 |             |

| Gallons Billed |             |             |                |
|----------------|-------------|-------------|----------------|
|                | FY22-23     | FY21-22     | YOY Increase % |
| July           | 31,583,030  | 35,679,910  | -11%           |
| August         | 37,092,320  | 33,673,809  | 10%            |
| September      | 43,870,320  | 34,099,809  | 29%            |
| October        |             |             |                |
| November       |             |             |                |
| December       |             |             |                |
| January        |             |             |                |
| February       |             |             |                |
| March          |             |             |                |
| April          |             |             |                |
| May            |             |             |                |
| June           |             |             |                |
| YTD TOTAL      | 112,545,670 | 103,453,528 | 8.8%           |

| Inventory on Hand |            |           |                |
|-------------------|------------|-----------|----------------|
|                   | FY22-23    | FY21-22   | YOY Increase % |
| July              | \$ 112,249 | \$ 70,025 | 60%            |
| August            | \$ 110,331 | \$ 86,918 | 27%            |
| September         | \$ 104,559 | \$ 86,965 | 20%            |
| October           |            |           |                |
| November          |            |           |                |
| December          |            |           |                |
| January           |            |           |                |
| February          |            |           |                |
| March             |            |           |                |
| April             |            |           |                |
| May               |            |           |                |
| June              |            |           |                |
| YTD AVG           | \$ 109,046 | \$ 81,302 | 34.1%          |

IMU Admin/US Financial Summary  
August 31, 2022

620 ADMIN & UTILITY SERVICES

|                        | FY22      |            |             |
|------------------------|-----------|------------|-------------|
|                        | Budget    | YTD Actual | % of Budget |
| Admin/US Revenue       | 1,251,911 | 228,305    | 18.24%      |
| Total Revenue:         | 1,251,911 | 228,305    |             |
| Admin/US O&M Expense   | 1,283,000 | 181,271    | 14.13%      |
| Total Expense:         | 1,283,000 | 181,271    |             |
| Beginning Net Position |           | (184,451)  |             |
| Net Surplus (Deficit)  |           | 47,034     |             |
| Ending Net Position    |           | (137,417)  |             |

| FY23      |            |             |
|-----------|------------|-------------|
| Budget    | YTD Actual | % of Budget |
| 1,342,700 | 221,710    | 16.51%      |
| 1,342,700 | 221,710    |             |
| 1,342,700 | 237,136    | 17.66%      |
| 1,342,700 | 237,136    |             |
|           | 9,196      |             |
|           | (15,425)   |             |
|           | (6,230)    |             |

US/ADMIN CASH ON HAND  
(110 days or greater)

O&M \$ 335,898

91 days

Electric Utility Financial Summary  
August 31, 2022

630 ELECTRIC OPERATING FUND

|                            | FY22              |                   |             | FY23              |                   |             |
|----------------------------|-------------------|-------------------|-------------|-------------------|-------------------|-------------|
|                            | Budget            | YTD Actual        | % of Budget | Budget            | YTD Actual        | % of Budget |
| Electric Service Sales     | 15,439,900        | 2,956,931         | 19.15%      | 16,520,384        | 3,035,504         | 18.37%      |
| Other Electric Revenue     | 1,147,978         | 188,019           | 16.38%      | 1,133,472         | 252,232           | 22.25%      |
| <b>Total Revenue:</b>      | <b>16,587,878</b> | <b>3,144,950</b>  |             | <b>17,653,856</b> | <b>3,287,735</b>  |             |
|                            |                   |                   |             |                   |                   |             |
| Electric O&M Expense       | 15,564,255        | 2,874,246         | 18.47%      | 16,204,529        | 2,896,611         | 17.88%      |
| <b>Total Expense:</b>      | <b>15,564,255</b> | <b>2,874,246</b>  |             | <b>16,204,529</b> | <b>2,896,611</b>  |             |
|                            |                   |                   |             |                   |                   |             |
| Beginning Net Position     |                   | 31,495,133        |             |                   | 34,613,824        |             |
| Net Surplus (Deficit)      |                   | 270,704           |             |                   | 391,124           |             |
| <b>Ending Net Position</b> |                   | <b>31,765,837</b> |             |                   | <b>35,004,948</b> |             |

730 ELECTRIC CAPITAL FUND

|                            |                  |                  |        |                  |                  |        |
|----------------------------|------------------|------------------|--------|------------------|------------------|--------|
| Electric Capital Revenue   | 1,173,600        | 167,529          | 14.27% | 1,021,600        | 323,583          | 31.67% |
| <b>Total Revenue:</b>      | <b>1,173,600</b> | <b>167,529</b>   |        | <b>1,021,600</b> | <b>323,583</b>   |        |
|                            |                  |                  |        |                  |                  |        |
| Electric Capital Expense   | 2,348,000        | 39,725           | 1.69%  | 2,477,500        | 62,016           | 2.50%  |
| <b>Total Expense:</b>      | <b>2,348,000</b> | <b>39,725</b>    |        | <b>2,477,500</b> | <b>62,016</b>    |        |
|                            |                  |                  |        |                  |                  |        |
| Beginning Net Position     |                  | 5,801,373        |        |                  | 6,564,867        |        |
| Net Surplus (Deficit)      |                  | 127,804          |        |                  | 261,567          |        |
| <b>Ending Net Position</b> |                  | <b>5,929,177</b> |        |                  | <b>6,826,434</b> |        |

793 ELECTRIC REV BONDS FUND

|                            |                  |                  |        |                  |                  |        |
|----------------------------|------------------|------------------|--------|------------------|------------------|--------|
| From Electric Operations   | 1,133,450        | 188,908          | 16.67% | 1,133,750        | 188,958          | 16.67% |
| <b>Total Transfers In:</b> | <b>1,133,450</b> | <b>188,908</b>   |        | <b>1,133,750</b> | <b>188,958</b>   |        |
|                            |                  |                  |        |                  |                  |        |
| Electric Debt Service      | 1,133,450        | 0                | 0.00%  | 1,133,750        | 0                | 0.00%  |
| <b>Total Expense:</b>      | <b>1,133,450</b> | <b>0</b>         |        | <b>1,133,750</b> | <b>0</b>         |        |
|                            |                  |                  |        |                  |                  |        |
| Beginning Net Position     |                  | 1,368,248        |        |                  | 1,368,750        |        |
| Net Surplus (Deficit)      |                  | 188,908          |        |                  | 188,958          |        |
| <b>Ending Net Position</b> |                  | <b>1,557,156</b> |        |                  | <b>1,557,708</b> |        |

|                              |          |    |            |
|------------------------------|----------|----|------------|
| <b>ELECTRIC CASH ON HAND</b> | O&M      | \$ | 8,489,874  |
| (110 days or greater)        | Capital  | \$ | 5,317,847  |
|                              | Reserves | \$ | 1,557,708  |
|                              |          |    |            |
| 270 days                     |          | \$ | 15,365,429 |

| Kwhs Billed |                |                |                       |
|-------------|----------------|----------------|-----------------------|
|             | <u>FY22-23</u> | <u>FY21-22</u> | <u>YOY Increase %</u> |
| July        | 10,121,595     | 11,445,992     | -12%                  |
| August      | 12,793,186     | 12,112,667     | 6%                    |
| September   | 14,210,937     | 13,038,750     | 9%                    |
| October     |                |                |                       |
| November    |                |                |                       |
| December    |                |                |                       |
| January     |                |                |                       |
| February    |                |                |                       |
| March       |                |                |                       |
| April       |                |                |                       |
| May         |                |                |                       |
| June        |                |                |                       |
| YTD TOTAL   | 37,125,718     | 36,597,409     |                       |
|             | 1.4%           |                |                       |

| Inventory on Hand |                |                |                       |
|-------------------|----------------|----------------|-----------------------|
|                   | <u>FY22-23</u> | <u>FY21-22</u> | <u>YOY Increase %</u> |
| July              | \$ 1,165,007   | \$ 989,343     | 18%                   |
| August            | \$ 1,208,115   | \$ 992,348     | 22%                   |
| September         | \$ 1,251,752   | \$ 997,025     | 26%                   |
| October           |                |                |                       |
| November          |                |                |                       |
| December          |                |                |                       |
| January           |                |                |                       |
| February          |                |                |                       |
| March             |                |                |                       |
| April             |                |                |                       |
| May               |                |                |                       |
| June              |                |                |                       |
| YTD AVG           | \$ 1,208,291   | \$ 992,905     |                       |
|                   | 21.7%          |                |                       |

Fiber Utility Financial Summary  
August 31, 2022

|                                      | FY22             |                    |             | FY23             |                    |             |
|--------------------------------------|------------------|--------------------|-------------|------------------|--------------------|-------------|
|                                      | Budget           | YTD Actual         | % of Budget | Budget           | YTD Actual         | % of Budget |
| <b>640 FIBER OPERATING FUND</b>      |                  |                    |             |                  |                    |             |
| Fiber Service Sales                  | 3,915,000        | 629,269            | 16.07%      | 4,133,970        | 718,767            | 17.39%      |
| Other Fiber Revenue                  | 517,300          | 74,734             | 14.45%      | 773,350          | 73,785             | 9.54%       |
| <b>Total Revenue:</b>                | <b>4,432,300</b> | <b>704,004</b>     |             | <b>4,907,320</b> | <b>792,552</b>     |             |
| Fiber O&M Expense                    | 4,510,689        | 503,194            | 11.16%      | 4,900,617        | 679,437            | 13.86%      |
| <b>Total Expense:</b>                | <b>4,510,689</b> | <b>503,194</b>     |             | <b>4,900,617</b> | <b>679,437</b>     |             |
| Beginning Net Position               |                  | (4,472,660)        |             |                  | (4,315,328)        |             |
| Net Surplus (Deficit)                |                  | 200,810            |             |                  | 113,115            |             |
| <b>Ending Net Position</b>           |                  | <b>(4,271,850)</b> |             |                  | <b>(4,202,214)</b> |             |
| <b>740 FIBER CAPITAL FUND</b>        |                  |                    |             |                  |                    |             |
| From Fiber Operations                | 450,000          | 46,049             | 10.23%      | 2,178,400        | 96,400             | 4.43%       |
| <b>Total Transfers In:</b>           | <b>450,000</b>   | <b>46,049</b>      |             | <b>2,178,400</b> | <b>96,400</b>      |             |
| Fiber Capital Expense                | 450,000          | 63,971             | 14.22%      | 2,178,000        | 175,828            | 8.07%       |
| <b>Total Expense:</b>                | <b>450,000</b>   | <b>63,971</b>      |             | <b>2,178,000</b> | <b>175,828</b>     |             |
| Beginning Net Position               |                  | 667,071            |             |                  | 1,587,810          |             |
| Net Surplus (Deficit)                |                  | (17,923)           |             |                  | (79,428)           |             |
| <b>Ending Net Position</b>           |                  | <b>649,148</b>     |             |                  | <b>1,508,381</b>   |             |
| <b>FIBER CASH ON HAND</b>            | O&M              | \$ 70,985          |             |                  |                    |             |
| (110 days or greater)                | Capital          | \$ (103,227)       |             |                  |                    |             |
|                                      |                  | \$ (32,242)        |             |                  |                    |             |
| 0 days                               |                  |                    |             |                  |                    |             |
| <b>*Fund 640 Ending Fund Balance</b> |                  | (4,271,850)        |             |                  | (4,202,214)        |             |
| <b>*Fund 740 Ending Fund Balance</b> |                  | 649,148            |             |                  | 1,508,381          |             |
|                                      |                  | (3,622,702)        |             |                  | (2,693,832)        |             |

| Subscriptions |                |                |                       |
|---------------|----------------|----------------|-----------------------|
|               | <b>FY22-23</b> | <b>FY21-22</b> | <b>YOY Increase %</b> |
| July          | 3,513          | 2,995          | 17%                   |
| August        | 3,560          | 3,039          | 17%                   |
| September     | 3,581          | 3,087          | 16%                   |
| October       |                |                |                       |
| November      |                |                |                       |
| December      |                |                |                       |
| January       |                |                |                       |
| February      |                |                |                       |
| March         |                |                |                       |
| April         |                |                |                       |
| May           |                |                |                       |
| June          |                |                |                       |
| YTD TOTAL     | 10,654         | 9,121          |                       |
|               | 16.8%          |                |                       |

| Inventory on Hand |                |                |                       |
|-------------------|----------------|----------------|-----------------------|
|                   | <b>FY22-23</b> | <b>FY21-22</b> | <b>YOY Increase %</b> |
| July              | \$ 1,523,440   | \$ 1,379,250   | 10%                   |
| August            | \$ 1,596,300   | \$ 1,381,182   | 16%                   |
| September         | \$ 1,624,706   | \$ 1,391,655   | 17%                   |
| October           |                |                |                       |
| November          |                |                |                       |
| December          |                |                |                       |
| January           |                |                |                       |
| February          |                |                |                       |
| March             |                |                |                       |
| April             |                |                |                       |
| May               |                |                |                       |
| June              |                |                |                       |
| YTD AVG           | \$ 1,581,482   | \$ 1,384,029   |                       |
|                   | 14.3%          |                |                       |

The Fiber Utility fund has a deficit fund balance of (\$2,693,832).  
The deficit is the result of start-up costs incurred to initiate the utility service.  
The deficit will be eliminated in future periods through net customer charges.

### **August 2022**

You should expect to see YTD revenue and expenses for August to be 2/12 (or 16.6%) of Budget

Water and Electric service revenue may fall ahead or behind budget due to seasonal fluctuations

We are now reporting each departments net position, which is cash and all other assets (such as billing receivables and capital assets) less depreciation and liabilities

Changes in beginning net position are likely to occur during the first few months until all entries from the FY22 audit are final.

Cash on Hand - 110 days or more of cash on hand based on the recommended 90-120 days to maintain our bond rating (A-)

Water Notes: Capital expenses below budget due to timing of project completion and payments

Electric Notes: The FY23 Beginning Net Position includes Fund 625 and 626 balances that were dissolved during FY22  
Capital revenue above budget due to development install fees  
Capital expenses below budget due to timing of project completion and payments  
Debt service expense below budget due to timing of debt payments

Fiber Notes: O&M expense below budget due to timing of debt payments  
Capital expenses below budget due to timing of project completion and payments

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities  
**From:** Jackie Raffety, City Clerk/Asst. Finance Director  
**Date:** October 10, 2022  
**Subject:** Approval of Minutes from September 26, 2022 Board Meeting.

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**Recommendation:** Simple motion is in order.

**Attachments:** 1. 092620222 BOT Minutes





**IMU BOARD OF TRUSTEES OF THE ELECTRIC,  
WATER AND COMMUNICATIONS UTILITIES**

September 26, 2022

5:30 PM

City Hall Council Chambers

Minutes

**Call to Order**

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 PM on September 26, 2022, in the City Hall Council Chambers. Vice Chairperson Deb White called the meeting to order and on roll call the following members were present: Dom Selgrade (via Zoom), Deb White, Mike Rozga (via phone), Adam Voigts. Absent: Lori Smith.

**Consent Agenda:**

Rozga moved to approve the Consent Agenda and Voigts seconded it. In discussion, Jackie Raffety, Clerk, noted that the minutes needed to be amended to the correct start time. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. ABSENT: Smith. Whereas the Vice Chairperson declared the motion carried unanimously.

- Approval of Claims
- Approval of Minutes of the September 12, 2022, Board Meeting
- Resolution 2022-044 approving salaries.

**Electric Utility Informational Items**

Chris Des Planques, General Manager, stated the Electric Department is working on a substation project and undergrounding work for new developments.

**Water Utility Informational Items**

Water Superintendent Lou Elbert provided an update on the Boston Avenue Project, Streetscape Project and the water level for the Jordan Aquifer.

**Communications Utility Action Items**

Selgrade moved to approve Resolution 2022-045 ordering construction of the Pella Fiber Transport Network West to IMU and fixing a date for hearing thereon and taking of bids therefor. Voigts seconded it. In discussion, Telecommunications Director Kurt Ripperger explained why both the City of Pella and IMU should set a hearing and approve the bids. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. ABSENT: Smith. Whereas the Vice Chairperson declared the motion carried unanimously.

Selgrade moved to approve the purchase of Optical Transport System components from t3 Broadband in the amount of \$92,388.29. Rozga seconded it. In discussion, Ripperger explained the purpose of the equipment. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. ABSENT: Smith. Whereas the Vice Chairperson declared the motion carried unanimously.

**Communications Utility Informational Items**

Ripperger stated the NOFA7 Phase 1 pre-construction bid meeting was well attended; the Pella Fiber Transport pre-construction bid meeting is tomorrow.

**Combined Electric, Water and Communications Action Items**

Des Planques stated the current risk consultation services vendor has a renewal contract for Board consideration. Voigts moved to approve Resolution 2022-046 authorizing an agreement with Weinman Insurance / TrueNorth Companies, L.C. of Cedar Rapids, Iowa for risk consultation services. Rozga seconded it. On roll call, the vote was AYES: Selgrade, White, Rozga, Voigts. NAYS: None. ABSENT: Smith. Whereas the Vice Chairperson declared the motion carried unanimously.

**Combined Electric, Water and Communications Informational Items**

Chris Longer, Finance/HR Director, stated that staff would like direction on IMU issuing an RFP for a salary survey. The Board directed staff to budget for a study in FY24 and have the information in time for the union contract renewal discussions.

Longer asked the Board to reach out to the auditor during the audit this week if there any questions about the process or finances.

**Adjourn**

The meeting was adjourned at 5:57 p.m. on a motion by Voigts and seconded by Selgrade. Question was called for and on voice vote the Vice Chairperson declared the motion carried unanimously.

---

Lori Smith, Chair

ATTEST:

---

Jackie Raffety, City Clerk

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Consideration of the approval of the purchase of a vacuum extractor from Vermeer in the amount of \$87,814.60 plus tax.

---

**Recommendation:** This item is part of the Electric Department's equipment capital budget for 2022/23. It will be used with the mini excavator in conjunction with the bore rigs that were purchased this past spring. Staff recommends purchasing from Vermeer.

| Company             | Bid Amount           | Notes                                                                                                      |
|---------------------|----------------------|------------------------------------------------------------------------------------------------------------|
| Vermeer             | \$87,814.60 plus tax | Currently in stock.                                                                                        |
| Midwest Underground | \$88,998.00 plus tax | Currently in stock and includes a heater. Staff prefers a unit without a heater due to maintenance issues. |
| DitchWitch          | \$90,306.37 plus tax | Currently in stock.                                                                                        |

Simple motion is in order.

**Attachments:**

1. Vermeer Quote\_Vacuum Excavator
2. Midwest Underground Quote\_Vac System
3. Ditch Witch Quote\_Vacuum



**Vermeer®**  
Iowa & N. Missouri

6678 N.E. 14th Street  
Des Moines, IA 50313  
Ph. 515-706-2500  
[www.vermeeriowa.com](http://www.vermeeriowa.com)

## Quotation

**Customer Name:** Indianola Municipal Utilities  
**Address:** 1300 East Iowa Ave  
Indianola, IA 50125

**Ship to:** 1300 East Iowa Ave  
Indianola, IA 50125

**Date:** 9/28/2022  
**Purchase Order #:** TBD  
**Date needed:** TBD

**Customer Contact:** Mike Metcalf  
**Phone:** (515) 975-5447  
**Email:** [mmetcalf@indianolaiowa.gov](mailto:mmetcalf@indianolaiowa.gov)

**Vermeer Sales Contact:** Christian Rich  
**Phone:** (641)780-0023  
**Email:** [christian.rich@vermeeriowa.com](mailto:christian.rich@vermeeriowa.com)

|                        |                                                             | <u>TOTAL</u> |
|------------------------|-------------------------------------------------------------|--------------|
| <b>Description:</b>    | <b>New Vermeer VX50-500 Vacuum Excavator by McLaughlin</b>  |              |
| <b>Specifications:</b> | Serial:1G91A1724NC615161 Hours: 0                           |              |
|                        | *** 49 HP KUBOTA TIER 4 FINAL DIESEL ENGINE                 | \$ 86,214.60 |
|                        | *** 1025 CFM W/15" OF MERCURY BLOWER                        |              |
|                        | *** 500 GALLON DEBRIS TANK                                  |              |
|                        | *** 22 GALLON FUEL TANK                                     |              |
|                        | *** 5.6 GPM @ 3000 PSI WATER SYSTEM W/AUTO CLUTCH, 50' HOSE |              |
|                        | *** INSULATED & LOCKABLE ENGINE ENLCOSURE AND CONTROL BOX   |              |
|                        | *** CAM-OVER FULL OPEN EXTERNAL HYDRAULIC DOOR              |              |
|                        | *** (2) 125 GALLON WATER TANKS W/QUICK FILL & RECIRC LINES  |              |
|                        | *** STANDARD REVERSE FLOW                                   |              |
|                        | *** 5' VACUUM TOOL AND WASH WAND W/TWO 15' X 4" HOSES       |              |
|                        | *** ANTI-FREEZE TANK                                        |              |
|                        | *** FULL DEBRIS TANK SHUTDOWN & SECONDARY BALL FLOAT        |              |
|                        | *** IN TANK CLEANOUT SYSTEM                                 |              |
|                        | *** HYDRAULIC JACK                                          |              |
|                        | *** LED TRAILER LIGHTS WITH MINI STROBE LIGHT ON TANK       |              |
|                        | *** STRONG ARM KIT                                          |              |
| <b>Optional Items:</b> |                                                             |              |
|                        | *** 2 YR PARTS ONLY WARRANTY - NO MAINTENANCE               | \$ 1,781.00  |
|                        | *** 3 YR PARTS ONLY WARRANTY - NO MAINTENANCE               | \$ 3,287.00  |
|                        | *** 2 YR PARTS AND LABOR WARRANTY - NO MNT                  | \$ 2,880.00  |
|                        | *** 3 YR PARTS AND LABOR WARRANTY - NO MNT                  | \$ 4,312.00  |

\*\*\*SALES TAX PAID TO COUNTY WHEN REGISTERING TRAILER

**Model:**  
**Serial Number:**  
**Trade in Detail:**

**Hours:**

**Trade Amount Allowed**

|                       |              |
|-----------------------|--------------|
| <b>Sub Total:</b>     | \$ 86,214.60 |
| <b>Freight:</b>       | \$ 1,200.00  |
| <b>Prep:</b>          | \$ 400.00    |
| <b>Less Trade-in:</b> | \$ -         |
| <b>Sales Tax:</b>     | \$ -         |
| <b>Total Net:</b>     | \$ 87,814.60 |



EQUIPPED TO  
DO MORE®

**Customer:**

By: Christian Rich

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

Quotation valid for 30 days. To order, please sign, date and return to Vermeer Iowa or your Sales Representative.

# Midwest Underground

September 28, 2022

Indianola Municipal Utilities  
210 West 2nd Ave.  
Indianola, IA 50125  
Attn: Mr. Mike Metcalf

Dear Mike,

In line with our conversations, we are pleased to quote you the following equipment:

**(1) New Ring-O-Matic Trailer Mounted 550 HiCFM Vac System (New Order Delivery Expected Dec 2022)**

49 hp Deutz Liquid Cooled Diesel Engine  
1000 CFM 15 Hg Blower with **Reverse Flow**  
550 Gallon Spoils Tank  
Pressurized Tank Offload, Pressure Filter Backflush  
Reverse Flow/Vac Hose Blow-Out System  
Heavy Duty Bag House and Drain System  
2 – 100-gallon Poly Fresh Water Tanks  
6 gpm Water Pump w/4000 psi  
Premium Silencer Package  
Hydraulic Tank Hoist w/Hydraulic Full Opening Rear Door  
Rear Door Hydraulic Lock System  
Rear Curbside Dump & Water Pump Controls

**Manual Strong-Arm Boom**

2- 25' x 4" Vac Hoses (**Specify Bauer or Cam-Lock Couplers**)

(1) 5' Dielectric Suck Tube w/Lawn Sweep

(1) Heavy-Duty 5' High Pressure Vac Excavation Wand (**With Good Tip**)

(1) Heavy-Duty Low-Pressure Wash Wand (**Car Wash Wand**)

50' High Pressure Hose, Reel

**Electric over Hydraulic Tongue Jack**

Heavy Duty Trailer Package, **Safety Strobe Light** & Dual Rear Halogen Work Lights

**1 Year Parts and In Shop Labor Warranty**

Manuals, Freight, Set-up, and Delivery



\$106,741.00

Less Special Utility Discount: (\$ 17,743.00)

**Special Purchase Price: \$ 88,998.00**

**Optional Equipment:**

**New In Stock Ring-O-Matic w/Heater & 49hp Kubota Equipped As Above \$ 81,603.00**

Mike, with the purchase of your New Ring-O-Matic Vac System Midwest Underground Supply LLC is pleased to offer you factory parts and service to help eliminate any costly downtime. We appreciate all your past business and look forward to serving your underground equipment needs.

Sincerely,

Kevin Hanson

Territory Manager

Midwest Underground Supply, LLC

cc: Mark Jenkins  
Dan Folkman

1106 32nd St. SW • Bondurant, IA 50035 • Phone 515-967-5656 • Fax 515-967-7770  
8844 S. 135th Street • Omaha, NE 68138 • Phone 402-861-6500 • Fax 402-861-6564  
27285 Ironworks Road • Harrisburg, SD 57032 • Phone 605-368-9880 • Fax 605-368-9768

**Your Underground Equipment Specialists**



DITCH WITCH OF MINNESOTA & IOWA  
1520 BLUE SKY BLVD  
HUXLEY, IA 50124  
+1 515-685-3521  
<https://ditchwitchmnia.com/>  
United States

**INDIANOLA MUNICIPAL UTILITIES**  
111 S BUXTON ST  
INDIANOLA, IA 50125-4833  
United States

**Date** 09/28/2022  
**Quote** 50515  
**Valid Until** 10/28/2022  
**Account** 1133941

Prepared by:  
Michael Wiedner  
515-290-3523  
[mikew@dw-ia.com](mailto:mikew@dw-ia.com)

## EQUIPMENT QUOTE

| Product        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Qty |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| HX50A          | HX50A <ul style="list-style-type: none"><li>• Debris Tank: 500 Gallon</li><li>• Water Tank: 200 Gallons</li><li>• Controls: Right Hand Traffic</li><li>• Reverse Flow: Yes</li><li>• Hose and Tooling: 4 Inch</li><li>• Filter: Cyclonic Separator</li><li>• HX Boom: Jib</li><li>• Water Heater: No</li><li>• Quiet Option: Yes</li><li>• Options: Prospector Digging Lance</li><li>• Options: Trailer Tongue Tool Box</li><li>• Prospector Digging Lance: Yes</li><li>• Weight Display: Yes</li><li>• Trailer Jack: Hydraulic</li><li>• Hydraulic Oil: Standard</li><li>• Color: Standard</li></ul> | 1   |
| INSTALL-CHARGE | Installation Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 3   |
| 025-1038       | VT17 500 GAL HEAVY TRAILER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1   |

#### Notes

Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.

Vac In Current Inventory E013978 E013979

|                    |                    |
|--------------------|--------------------|
| Equipment Subtotal | \$90,306.37        |
| <b>Quote Total</b> | <b>\$90,306.37</b> |

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Consideration of the approval of the purchase of a mini excavator (Yanmar) from Vermeer in the amount of \$58,855.67.

---

**Recommendation:** This item is part of the Electric Department's equipment capital budget for 2022/23. It will be used with the vacuum excavator in conjunction with the bore rigs that were purchased this past spring. Staff recommends purchasing from Vermeer.

| Company    | Bid Amount  | Notes                                  |
|------------|-------------|----------------------------------------|
| Vermeer    | \$58,855.67 | Currently in stock.                    |
| DitchWitch | \$68,590.92 | Not in stock. Price is not guaranteed. |

Simple motion is in order.

**Attachments:**

1. Vermeer Quote\_Mini Excavator
2. Ditch Witch Quote\_Mini Excavator





**Vermeer®**  
Iowa & N. Missouri

6678 N.E. 14th Street  
Des Moines, IA 50313  
Ph. 515-706-2500  
[www.vermeeriowa.com](http://www.vermeeriowa.com)

## Quotation

**Customer Name:** Indianola Municipal Utilities  
**Address:** 1300 East Iowa Ave  
Indianola, IA 50125

**Ship to:** 1300 East Iowa Ave  
Indianola, IA 50125

**Date:** 9/28/2022

**Purchase Order #:** TBD

**Date needed:** TBD

**Customer Contact:** Mike Metcalf

**Phone:** (515) 975-5447

**Email:** [mmetcalf@indianolaiowa.gov](mailto:mmetcalf@indianolaiowa.gov)

**Vermeer Sales Contact:** Christian Rich

**Phone:** (641)780-0023

**Email:** [christian.rich@vermeeriowa.com](mailto:christian.rich@vermeeriowa.com)

**Description:** NEW YANMAR VIO35 W/CAB & ANGLE BLADE

**Specifications:**

Serial: YMRVIO35LNAJAP052 Hours: 2.5

- \*\*\* 24.4 HP TIER 4 FINAL YANMAR DIESEL ENGINE
- \*\*\* 4 YEAR 4000 HR WARRANTY
- \*\*\* LEAF SPRING CYLINDER ROD GUARD
- \*\*\* AUTO DECEL & ECO MODE
- \*\*\* HYDRAULIC QUICK COUPLER
- \*\*\* ZERO TAIL SWING
- \*\*\* FOPS 4-POLE CABIN
- \*\*\* CAB W/HEAT & AC
- \*\*\* 8214 LBS
- \*\*\* 4-WAY BACKFILL BLADE
- \*\*\* RUBBER TRACKS
- \*\*\* 2-SPEED DRIVE CONTROL
- \*\*\* 10.8 GALLON FUEL TANK
- \*\*\* 11' 3" MAX DIGGING DEPTH
- \*\*\* JOYSTICK PILOT CONTROLS
- \*\*\* 18" TOOTH BUCKET

**TOTAL**

\$ 53,981.00

**Model:**

**Serial Number:**

**Trade in Detail:**

**Hours:**

**Trade Amount Allowed**

**Sub Total:**

**Freight:**

**Prep:**

**Less Trade-in:**

**Sales Tax:**

**Total Net:**

\$ 53,981.00

\$ 775.00

\$ 300.00

\$ -

\$ 3,799.67

\$ 58,855.67



EQUIPPED TO  
DO MORE.

**Customer:**

By: Christian Rich

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

Quotation valid for 30 days. To order, please sign, date and return to Vermeer Iowa or your Sales Representative.

## DITCH WITCH OF MINNESOTA & IOWA

1520 BLUE SKY BOULEVARD  
HUXLEY, IA 50124  
Phone 515-685-3521  
Fax 515-685-3042

Indianola Municipal Electric  
Mike Wetcalf  
111 South Buxton St  
Indianola, Iowa  
515-961-9444  
mmetcalf@indianolaiowa.gov

Quote: 50224059  
Ext. Ref.: .  
Description: .  
Date: 09/28/2022  
Salesperson: Mike Wiedner  
Mobile: (515) 290-3523  
E-Mail: mikew@dw-ia.com

### Price Quote

Quote valid for: 30 days, until 10/28/2022

# YANMAR

CONSTRUCTION / TRUE ZERO TAIL SWING MINI-EXCAVATOR

### QUICK SPECS

|               |           |
|---------------|-----------|
| Weight        | 7,905 lbs |
| Horsepower    | 24.4 hp   |
| Digging Depth | 11'3"     |

## The most advanced excavator we've ever made.

Introducing the most innovative, fuel-efficient excavator we've ever built. The advanced technology zero tail swing ViO35-6A features an electronically controlled Tier 4 engine that meets emissions regulations without the need for a diesel particulate filter. It also comes standard with ECO and Auto-Deceleration modes for even more operational efficiency, which means the new ViO35-6A can now deliver up to 20% less fuel consumption than previous models. The Yanmar ViO35-6A is the most productive digging, lifting, do-anything excavator you can buy.



## ViO35-6A

POWERFUL, EFFICIENT ELECTRONICALLY CONTROLLED 24.4 HP TIER 4 DIESEL ENGINE

ECO & AUTO-DECELERATION MODE STANDARD

JOYSTICK PILOT CONTROLS WITH CONTROL PATTERN CHANGE STANDARD

AUXILIARY HYDRAULICS W/ PROPORTIONAL CONTROL STANDARD

2-SPEED DRIVE CONTROL STANDARD

OPTIONAL ENCLOSED CAB WITH HEAT & A/C

OPTIONAL SMARTASSIST REMOTE AND GPS SYSTEM

RUBBER TRACKS STANDARD; STEEL TRACKS OPTIONAL

### INNOVATIVE FEATURES



#### Advanced Operation Control System

The new digital Smart Assist control system allows you to monitor up to three months of operational history. Because this state-of-the-art system centralizes control of machine operation information and maintenance support information, it's never been easier to maintain a timely, efficient service process.



#### Quick Coupler System

The standard hydraulic Quick Coupler makes changing buckets fast and easy. With the exception of fitting and removing the safety lock pin,

# DITCH WITCH OF MINNESOTA & IOWA

1520 BLUE SKY BOULEVARD  
HUXLEY, IA 50124  
Phone 515-685-3521  
Fax 515-685-3042

Indianola Municipal Electric  
Mike Wetcalf  
111 South Buxton St  
Indianola, Iowa  
515-961-9444  
mmetcalf@indianolaiowa.gov

Quote: 50224059  
Ext. Ref.:  
Description:  
Date: 09/28/2022  
Salesperson: Mike Wiedner  
Mobile: (515) 290-3523  
E-Mail: mikew@dw-ia.com

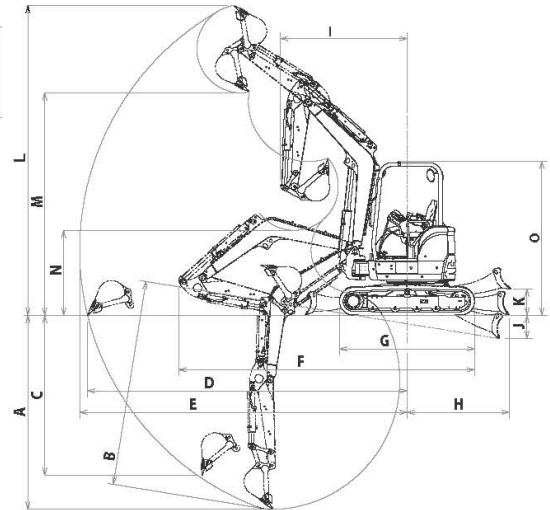
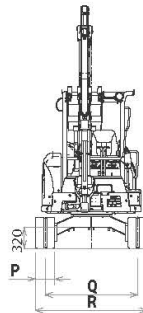
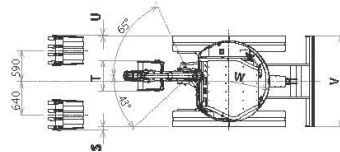
## Price Quote

Quote valid for: 30 days, until 10/28/2022

## Vi035-6A

### Dimensions - Vi035-6A - Rubber Track

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>A</b> 10 ft. 8 in. (3,250 mm) | <b>L</b> 16 ft. 9 in. (5,110 mm) |
| <b>B</b> 11 ft. 3 in. (3,440 mm) | <b>M</b> 11 ft. 2 in. (3,410 mm) |
| <b>C</b> 7 ft. 11 in. (2,410 mm) | <b>N</b> 4 ft. 1 in. (1,240 mm)  |
| <b>D</b> 17 ft. 3 in. (5,270 mm) | <b>O</b> 8 ft. 1 in. (2,470 mm)  |
| <b>E</b> 17 ft. 8 in. (5,390 mm) | <b>P</b> 1 ft. (300 mm)          |
| <b>F</b> 15 ft. 8 in. (4,770 mm) | <b>Q</b> 4 ft. 9 in. (1,440 mm)  |
| <b>G</b> 7 ft. 1 in. (2,160 mm)  | <b>R</b> 5 ft. 9 in. (1,740 mm)  |
| <b>H</b> 5 ft. 4 in. (1,630 mm)  | <b>S</b> 2.6 in. (65 mm)         |
| <b>I</b> 7 ft. 1 in. (2,170 mm)  | <b>T</b> 1 ft. 11 in. (590 mm)   |
| <b>J</b> 1 ft. 3 in. (370 mm)    | <b>U</b> 0.6 in. (15 mm)         |
| <b>K</b> 1 ft. 5 in. (425 mm)    | <b>V</b> 5 ft. 9 in. (1,740 mm)  |
|                                  | <b>W</b> 2 ft. 7 in. (775 mm)    |



### Specifications

| Model                                  |                                 |               | Vi035-6A                                                                            |                         |
|----------------------------------------|---------------------------------|---------------|-------------------------------------------------------------------------------------|-------------------------|
| Type                                   |                                 |               | Canopy                                                                              | Cabin                   |
| Operating Weight                       | Rubber track                    | lbs (kg)      | 7905 (3585)                                                                         | 8214 (3725)             |
|                                        | Steel track                     | lbs (kg)      | 8125 (368)                                                                          | 8434 (3825)             |
| Engine                                 | Type                            | -             | Water-cooled 4-cycle diesel                                                         |                         |
|                                        | Model                           | -             | 3TNV88F-ESEV                                                                        |                         |
|                                        | Rated Output                    | HP (kW)/rpm   | 24.4 (18.2) / 2200                                                                  |                         |
| Performance                            | Max Digging Force, Bucket / Arm | lbs (kN)      | w/ QC - 5643 (25.1); w/o QC - 7216 (32.1)                                           |                         |
|                                        | Traveling Speed, High / Low     | MPH (km / h)  | 2.7 (4.5) / 1.6 (2.7)                                                               |                         |
|                                        | Swing Speed                     | RPM           | 9.5                                                                                 |                         |
|                                        | Boom Swing Angle, (L / R)       | degrees       | 43 / 65                                                                             |                         |
| Ground Contact Pressure (Rubber Track) |                                 |               | PSI (kPa)                                                                           | 4.80 (33.1) 4.97 (34.3) |
| Hydraulic System                       | Pump Capacity                   | GPM (L / min) | 9.8 (37.0)x2 <Variable displacement pump><br>6.9 (26.2)x1, 2.9 (10.8)x1 <Gear pump> |                         |
|                                        | Main Relief Set Pressure        | PSI (MPa)     | 3205 (22.1)x2, 3133 (21.6)x1                                                        |                         |
| Blade Dimensions                       | Width                           | ft-in (mm)    | 5' 8" (1740)                                                                        |                         |
|                                        | Stroke, Raise / Lower from G.L. | ft-in (mm)    | 1' 5" (425) / 1' 3" (370)                                                           |                         |
| Fuel tank capacity                     |                                 |               | 10.8 (41)                                                                           |                         |

### Standard Equipment

Hydraulic Quick Coupler\*  
Backfill Dozer Blade  
Boom Swing Function  
Rubber Track / Steel Track  
Auxiliary Valve and Plumbing  
Back Mirror  
2-way Control Pattern Change  
ROPS / OPG Canopy, Cabin  
Windshield Washer  
Joystick Pilot Controls  
Arm Rests (Adjustable)  
Suspension and Reclining Seat  
Seat Belt  
Proportional Auxiliary  
Hydraulics Control  
Travel Automatic  
Dual Speed Switch  
Auto Deceleration Switch  
Eco Mode Switch  
Engine Stop Switch  
Traveling Alarm  
Floor Mats

\*Also available without Quick Coupler.

Please note that the standard equipment may vary from this list. Consult your Yanmar dealer for confirmation.

### Hydraulic PTO

| Model                         | Vi035-6A    |               |             |
|-------------------------------|-------------|---------------|-------------|
| Output                        | PSI (MPa)   | GPM (L / min) |             |
| Specification                 |             | 2200RPM       | 1100RPM     |
| Combined Flow, Double Actions | 3205 (22.1) | 16.7 (63.2)   | 8.35 (31.6) |

### Lifting Capacity

| LIFT POINT<br>HEIGHT<br><br>han (mm) | r:REACH in (mm)                         |             |             |            |                                       |             |             |            |                                        |             |             |            |
|--------------------------------------|-----------------------------------------|-------------|-------------|------------|---------------------------------------|-------------|-------------|------------|----------------------------------------|-------------|-------------|------------|
|                                      | RATED LIFT CAPACITY OVER END BLADE DOWN |             |             |            | RATED LIFT CAPACITY OVER END BLADE UP |             |             |            | RATED LIFT CAPACITY OVER SIDE BLADE UP |             |             |            |
|                                      | lbs (kg)                                |             |             |            | lbs (kg)                              |             |             |            | lbs (kg)                               |             |             |            |
|                                      | MAX                                     | 137.8(3500) | 118.1(3000) | 98.5(2500) | MAX                                   | 137.8(3500) | 118.1(3000) | 98.5(2500) | MAX                                    | 137.8(3500) | 118.1(3000) | 98.5(2500) |

## DITCH WITCH OF MINNESOTA & IOWA

1520 BLUE SKY BOULEVARD  
HUXLEY, IA 50124  
Phone 515-685-3521  
Fax 515-685-3042

Indianola Municipal Electric  
Mike Wetcalf  
111 South Buxton St  
Indianola, Iowa  
515-961-9444  
mmetcalf@indianolaiowa.gov

**Quote:** 50224059  
**Ext. Ref.:** .  
**Description:** .  
**Date:** 09/28/2022  
**Salesperson:** Mike Wiedner  
**Mobile:** (515) 290-3523  
**E-Mail:** mikew@dw-ia.com

### Price Quote

Quote valid for: 30 days, until 10/28/2022

|                      |    |           |
|----------------------|----|-----------|
| Sub Total Before Tax | \$ | 65,324.69 |
| Tax                  | \$ | 3,266.23  |

Total amount      \$ 68,590.92

Price subject to change with out notice due the volatility of the markets and availability of product and not having any lead time and unable to order at this time. This is a best guess price on the VIO35 Excavator.

Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery.

## DITCH WITCH OF MINNESOTA & IOWA

1520 BLUE SKY BOULEVARD  
HUXLEY, IA 50124  
Phone 515-685-3521  
Fax 515-685-3042

Indianola Municipal Electric  
Mike Wetcalf  
111 South Buxton St  
Indianola, Iowa  
515-961-9444  
mmetcalf@indianolaiowa.gov

**Quote:** 50224059  
**Ext. Ref.:** .  
**Description:** .  
**Date:** 09/28/2022  
**Salesperson:** Mike Wiedner  
**Mobile:** (515) 290-3523  
**E-Mail:** mikew@dw-ia.com

### Price Quote

Quote valid for: 30 days, until 10/28/2022

| <u>Item</u> | <u>Qty</u> | <u>Part Number</u> | <u>Description</u> |
|-------------|------------|--------------------|--------------------|
|-------------|------------|--------------------|--------------------|

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** NOFA7 - Phase 1 Project

---

**Recommendation:**

**Attachments:**

1. IMU NOFA 7 Phase 1 Construction Bid - Final
2. IMU NOFA 7 Phase 1 Plan Set Complete - Final
3. Engineer Estimate

**SPECIFICATIONS  
FOR  
NOFA 7 PHASE #1**

**INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-Phase1**

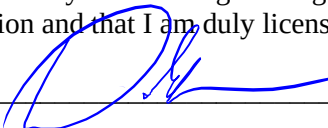


**SPECIFICATIONS  
FOR  
NOFA 7 PHASE #1  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-Phase1  
NEWCOM PROJECT NO. IMU-2022-NOFA7-Phase1**

**Prepared by:**



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

Signed:  Date: 9/11/2022

David W. Shafer, PE  
Iowa License No. P-19075  
My license renewal date is December 31, 2023

Details covered by this seal: Entire Document, pages 1-95 inclusive

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FORMS-1

## **NOTICE OF HEARING AND LETTING**

Sealed bids will be received by the Trustee Clerk of Indianola Municipal Utilities (IMU), Indianola, Iowa, (Owner) at the IMU Office Building located at 210 W. 2nd Avenue, Indianola, Iowa 50125 until 1:00 P.M. local time on Wednesday, October 5<sup>th</sup>, 2022 for the following described public improvement:

**NOFA 7 PHASE #1  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

At the above time and place all bids received by the Clerk will be opened and publicly read. At 5:30 P.M. on the 10<sup>th</sup> day of October 2022, the Board of Trustees of Indianola Municipal Utilities will hold a hearing and said Board of Trustees proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The extent of work on this project is the furnishing of all labor, equipment as noted and incidental materials for the construction of improvements generally described as below. Owner will provide vaults, fiber cable and ground rods. Contractor will provide conduit with pull tape, tracer wire, fiber marker posts and marker posts with test stations and other incidental materials, not limited to gravel, conduit splices.

The NOFA 7 PHASE #1 consists of 2 work divisions which are described as follows:

Division 1: this work division consists of the installation of fiber optic conduit network - (1) 1.5" conduit with tracer wire, mule tape, fiber optic cable, vaults, and test station and fiber marker posts. The new conduit network consists of approximately 12,950 linear feet and an additional 3,375 linear feet (Alternate), both which are rural builds. Conduit installation method will be up to the discretion of the contractor. The main build will start at the intersection of W 17<sup>th</sup> Ave and S K St and end at the intersection of 118<sup>th</sup> Ave and Nevada St. The alternate build will start at 118<sup>th</sup> Ave and Nevada St and end at 15565 118<sup>th</sup> Ave. No fiber splicing or testing is involved in this bid. Division 1 and Division 1 Alternate work shall be completed by May 15<sup>th</sup>, 2023.

Division 2: this work division consists of the installation of fiber optic conduit network - (1) 1.5" conduit with tracer wire, mule tape, fiber optic cable in some locations, vaults, fiber marker posts. The new conduit network consists of approximately 1,773 linear feet and an additional 1,105 linear feet (Alternate) of rural build. Conduit installation method will be up to the discretion of the contractor. The Main build will be FTTH extensions on Grimes St, 103<sup>rd</sup> Ave, and 104<sup>th</sup> Ln. No fiber splicing or testing is involved in this bid. Division 2 and Division 2 Alternate work shall be completed by December 31<sup>st</sup>, 2022

The estimated quantities and work to be done for the project on which bids will be received are as shown on the bid proposal for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by NewCom Technologies which have been heretofore approved by the Board of Trustees and which are now on file for public examination in the office of the Clerk of said Utility and by reference made as a part thereof as though fully set out and incorporated herein.

All bids shall be made on a form furnished by the Board of Trustees and shall be filed on or before the time specified above, in a sealed envelope addressed to the Clerk of IMU, Indianola, Iowa, clearly stating that the envelope contains a bid on this project. Each proposal shall be accompanied by a bid bond, a cashier's or

## NOTICE OF HEARING AND LETTING

certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. If a bid bond is submitted it must be on the form provided with the contract documents.

The bid security submitted should be made payable to INDIANOLA MUNICIPAL UTILITIES, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the Board as security that if the bidder is awarded the contract by the Board, the bidder will enter into a contract on the form provided by the Board at prices bid and shall furnish the required performance and payment bond to the Board. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within fifteen (15) days after acceptance of the bid by the Board, the bid security may be forfeited or cashed by the Board as liquidated damages.

The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the contract and guaranteeing payment to all persons supplying labor, equipment and/or materials in the execution of the work provided for in the contract. Additionally the contractor must provide the Board with a guarantee of maintenance of said improvement in the form of surety for a period of twelve (12) months from the time of acceptance by the Board.

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

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Work on said project shall commence within ten (10) calendar days of the written notice to proceed and shall be completed in phases as detailed in the project plans. The work shall be completed per the staging dates provided in the plans.

Division 1 and Division 1 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before May 15, 2023. All restoration work shall be completed by May 30, 2023. Liquidated damages in the amount of one hundred and seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.

Division 2 and Division 2 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before December 31, 2022. All restoration work shall be completed by April 15th, 2023. Liquidated damages in the amount of one hundred and

## **NOTICE OF HEARING AND LETTING**

seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.

Payment for the work will be made by the Board in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the Board may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the Board shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Partial lien waivers are not required for the first payment application if the payment is less than 50% of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all assigned subcontractor(s), vendors and suppliers who were included in the immediately preceding payment application, to the extent of the payment, as reflected on the payment application form.

Partial lien waivers from Contractor can all assigned subcontractor(s), vendor(s), and suppliers shall accompany the first payment application when the amount of the payment exceeds fifty percent (50%) of the total contract amount. Lien waivers are to be in the amount reflected on the payment application form.

Upon completion of the work and its acceptance by the Board, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the Board of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payments will be due until the Contractor has certified to the Clerk that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The Contractor's request for final payment shall include final lien waivers, on Owner forms, from all assigned subcontractor(s), vendor(s) and suppliers in the full amount of their contracts as reflected on the payment application form. The Contractor shall also furnish its own final waiver of lien as reflected on the payment application form.

Bidding forms, electronic copies of Plans, Specifications, and Contract Documents are available, at no cost, from the NewCom Plan Room by emailing [NewCom@NewComTech.com](mailto:NewCom@NewComTech.com) (with IMU-2022-NOFA7-Phase1 in the subject line). Interested parties will receive an email to self-register for bid document, plan set and addendum access.

There will be a pre-bid conference on Thursday, September 22, 2022 at 2:00P.M. via a web conference using details as follows:

## NOTICE OF HEARING AND LETTING

**For presentation view, join the conference from your computer, tablet or smartphone.**  
**Use this hyperlink:** <https://meet.goto.com/262799221>

**Phone - voice only.**

**dial:** (224) 501-3412 and use Access Code: 262-799-221

Bidding Documents may be downloaded from the designated website by requesting access from Engineer. Prospective Bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a third-party plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with Addenda, lists of registered Bidding Documents holders, reports on the Site, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

The Board reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

Board of Trustees  
Indianola Municipal Utilities  
Indianola, Iowa

Lori Smith, Chairperson

ATTEST:

Jackie Rafferty, Clerk

Publish: September 15, 2022

# INSTRUCTION TO BIDDERS

## NOFA 7 PHASE #1

### INDIANOLA MUNICIPAL UTILITIES INDIANOLA, IOWA

#### PROJECT NO. 2022-NOFA7-PHASE1

#### INDEX

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#### PREFERENCE

##### 1. GENERAL STATEMENT

- 1.1 It is proposed under these Specifications to provide for furnishing completely the Contract requirements set forth in the Detailed Specifications.
- 1.2 The purpose of these Specifications is to require the furnishing of highest quality material, equipment, and workmanship, in accordance with these Specifications and best accepted practice.
- 1.3 The Bidder is expected to base their Bid on materials and equipment complying fully with the Plans and Specifications. In the event the Bid is based on material or equipment which does not conform, the Bidder will be held responsible for furnishing materials and equipment which conform fully at no change in the Bid Price.
- 1.4 Each Bidder in submitting their Bid, acknowledges their willingness to comply with the terms of these Contract Documents.

##### 2. LAWS AND REGULATIONS

- 2.1 Attention of all Bidders is called to Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, Bonds (Bidding, Performance, and Guarantee), and all other matters pertaining to the relationship between Owner, Contractor, and Engineer.

## **INSTRUCTION TO BIDDERS**

### **3. BIDDER'S KNOWLEDGE**

- 3.1 Bidders shall familiarize themselves with the Specifications and conditions which will affect the construction. It will be the responsibility of the Bidder to make a personal examination of the job site and the physical conditions which may affect their bidding and performance under the Contract.

### **4. BIDDER'S QUALIFICATIONS**

- 4.1 Bidders will be required to satisfy the Owner as to their integrity, experience, equipment, personal, and financial ability to perform the work.
- 4.2 If successful Bidder is a non-Iowa Corporation, proof shall be submitted to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

### **5. METHOD OF BIDDING**

- 5.1 Bidders shall submit Lump Sum Bid and Unit Price Bids, as required for the work covered by the Plans and Specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 5.2 In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price extensions shall be corrected, as necessary, for agreement with Unit Prices.
- 5.3 Bids will be computed on the basis of the work shown on the Plans and Specifications. If Unit Price Bids are called for, quantities are approximate and only for comparison of Bids. Engineer retains right to change location, quantities, and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis for final quantities of completed work.
- 5.4 Unit Prices for payment items included in the Specifications, but not listed in the Proposal, will be negotiated, if needed.
- 5.5 Award of the Contract will be made to the lowest responsible/responsive Bidder. Lowest Bid will be determined by the lowest proposed costs with all alternates.

## INSTRUCTION TO BIDDERS

### 6. SUBMISSION OF BIDS

- 6.1 Bids shall be submitted on the Proposal form included herewith. The Proposal and Bid Security shall be submitted in **separate sealed envelopes**. The envelopes shall bear the return address of the Bidder and shall be addressed as follows:

TO: Clerk  
Indianola Municipal Utilities  
210 W. 2nd Avenue  
Indianola, Iowa 50125

PROPOSAL FOR: NOFA 7 PHASE #1  
Project No. 2022-NOFA7-Phase1

BID SECURITY FOR: NOFA 7 PHASE #1  
Project No. 2022-NOFA7-Phase1

- 6.2 The Bid shall be signed by a legally authorized representative of the Bidder.

### 7. BID SECURITY

- 7.1 Each Bid shall be accompanied by Bid Security as set out in the NOTICE OF HEARING AND LETTING.
- 7.2 The Bid Security shall be made payable to the INDIANOLA MUNICIPAL UTILITIES and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the INDIANOLA MUNICIPAL UTILITIES (Owner) as security that if the bidder is awarded the contract by the IMU, the bidder will enter into a contract on a form provided by the Owner at prices bid and shall furnish to the IMU an acceptable performance bond, payment bond, and certificate of insurance meeting the requirements of the specifications including, but not limited to, naming the Owner and the Engineer as additionally insured. Bid Security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into Contract and furnish acceptable bonds or provide a certificate of insurance within fifteen (15) calendar days after his proposal has been accepted.
- 7.3 Bid Security of the unsuccessful Bidders will be returned as soon as the Successful Bidder is determined or within thirty (30) days, whichever is sooner; Bid Security of Successful Bidder will be returned upon execution of Contract and furnishing of Bonds.
- 7.4 Use Bid Bond form included with Specifications.

### 8. WITHDRAWAL OF BIDS

- 8.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids, but no Bid may be withdrawn for a period of thirty (30) calendar days thereafter.

### 9. EVALUATION OF BIDS



## **INSTRUCTION TO BIDDERS**

- 9.1 The Owner may consider such factors as Bid Price, responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest.
- 9.2 The Owner may reject any or all Bids, waive informalities, or technicalities in any Bid, and accept that Bid which it deems to be in its best interest.

### **10. TAXES**

- 10.1 This project is not exempt from Iowa State and Local taxes. Bidder is responsible for all taxes.

### **11. CONTRACT TERMINATION**

- 11.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa, shall apply to and be a part of this Contract, Chapter 573A provides for termination of Contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties hereto including Subcontractors and Sureties upon any Bond given or filed in connection therewith.

### **12. PREFERENCE FOR LABOR AND MATERIALS**

- 12.1 By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of Contract will be made to the lowest responsible Bidder submitting the lowest responsive Bid, which shall be determined without regard to State or local law whereby preference is given on factors other than the amount of the Bid.

### **13. EXECUTION OF CONTRACT**

- 13.1 The Successful Bidder shall, within fifteen (15) days of written Notice of Selection, enter into written Contract with the Owner on forms included with the Specifications for the performance of work awarded to the Successful Bidder.

### **14. QUESTIONS AND ADDENDA**

- 14.1 If any person contemplating submitting a Bid for the proposed work, material, or equipment is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, the Bidder may request an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.
- 14.2 Questions concerning interpretation or intent of the Contract Documents should be directed to:

# INSTRUCTION TO BIDDERS

David Shafer, P.E.  
NewCom Technologies, Inc  
6000 Grand Avenue  
Des Moines, IA 50313  
Phone: (515) 274-9611  
NewCom@NewComTech.com with **IMU-2022-NOFA7-PHASE1** in the subject line.

- 14.3 Any oral interpretation given will be valid only if confirmed by written Addendum. Information obtained from an officer, agent, or employee of the Owner shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.
- 14.4 The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of Bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Contract Documents.
- 14.5 Copies of such addenda as may be issued will be furnished to all holders of Specifications.
- 14.6 Bidders are required to acknowledge receipt of all Addenda by listing such Addenda in Proposal.

## **15. PRECONSTRUCTION CONFERENCE**

- 15.1 Following the award of Contract, the Contractor and the Contractor's Subcontractors will be required to attend a Preconstruction Meeting at a time and place designated by the Engineer.

## **16. APPROVAL OF MATERIALS AND EQUIPMENT**

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

## **17. PERIOD OF GUARANTEE AND BONDS**

- 17.1 Performance Bond furnished by the Contractor shall remain in full force and effect until all bills are paid.
- 17.2 Maintenance Bonds will remain in full force and effect from the date of acceptance by the Owner for the period set out in the REGULATIONS OF THE CONTRACT.

## **18. METHOD OF PAYMENT**

- 18.1 Payment to the Contractor will be made by the Owner in cash, or its equivalent, as set out in the NOTICE OF HEARING AND LETTING.
- 18.2 No separate payment will be made for work covered in this part of the Specifications except as set out below. Contract Unit and Lump Sum Prices shall include all costs for every item of work.

## **INSTRUCTION TO BIDDERS**

- 18.3 If items of work are revised during construction, which are not shown on Proposal, Contract Price shall be adjusted on basis of Unit or Lump Sum Price negotiated with Contractor.

### **19. IOWA RECIPROCAL PREFERENCE**

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

# PROPOSAL

**NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

**PROPOSAL:**

**TO FURNISH ALL LABOR, EQUIPMENT, TOOLS, AND INCIDENTAL MATERIALS TO  
CONSTRUCT IMPROVEMENTS AS SPECIFIED HEREIN:**

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO THE:      Board of Trustees  
                 Indianola Municipal Utilities  
                 210 W 2<sup>nd</sup> Avenue  
                 Indianola, Iowa 50125**

The Undersigned as a Bidder declares that he has examined the location of the proposed work and determined the amount and character of the proposed work and the labor, tools, equipment and materials necessary to complete same in compliance with the Specifications, Plans, Contract, and Addenda number \_\_\_\_, \_\_\_\_, and \_\_\_\_.

The Undersigned as a Bidder also acknowledges that Award of the Contract will be made to the lowest responsible/responsive Bidder with the lowest Bid being determined by the lowest Base Bid, exclusive of any Alternates, Allowances, or Unit Prices.

The Undersigned states that he has been engaged in Contract work of this class for a period of \_\_\_\_ years and invites your attention to the following work that has been completed under his direction:

**PROPOSAL**

(Certified Check)  
The Undersigned submits herewith a ( Bid Bond ) in the amount of (\$ )  
(Cashier's Check)  
which shall become the property of INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA, should the Undersigned fail or refuse to execute a contract and to furnish Bond as called for in the Specifications within the time provided.

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

The Undersigned Bidder states that this proposal is made in conformity with the Specifications and agrees that in the event of any discrepancies or differences between any conditions of the Bidders Proposal and the Specifications that the provisions of the latter shall prevail.

The Undersigned hereby proposes to provide the required labor, materials, services, equipment and tools, and to perform the work described in the Specifications, within the time required for the sum or sums stated hereinafter in the Proposal Schedule, which schedule is hereby made a part of this Proposal.

The Undersigned Bidder certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Furthermore, the contractor will pass this requirement on to subcontractors (if allowable) seeking subcontracts over \$25,000.

The bidder shall provide immediate written notice to INDIANOLA MUNICIPAL UTILITIES Clerk, if at any time they learn this certification has become erroneous by reason of changed circumstances.

Bidder: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# PROPOSAL

## NOFA 7 PHASE #1 INDIANOLA MUNICIPAL UTILITIES INDIANOLA, IOWA PROJECT NO. 2022-NOFA7-PHASE1

1. Construct the **NOFA 7 PHASE #1 PROJECT, Project No. 2022-NOFA7-Phase1** for the following Unit and Lump Sum Prices. .

| ITEM NO.                    | ITEM                                                                           | UNIT | ESTIMATED QUANTITY | UNIT PRICE (2) | EXTENDED PRICE |
|-----------------------------|--------------------------------------------------------------------------------|------|--------------------|----------------|----------------|
| <b>DIVISION 1</b>           |                                                                                |      |                    |                |                |
| 1                           | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 12,948             |                |                |
| 2                           | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 7                  |                |                |
| 3                           | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 9                  |                |                |
| 4                           | FIBER OPTIC CABLE, INSTALL ONLY, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 14,898 (1)         |                |                |
| 5                           | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 12,948             |                |                |
| 6                           | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING   | EACH | 2                  |                |                |
| 7                           | FIBER MARKER POST, FURNISH AND INSTALL                                         | EACH | 11                 |                |                |
| <b>DIVISION 1 ALTERNATE</b> |                                                                                |      |                    |                |                |
| 8                           | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 3,364              |                |                |
| 9                           | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 3                  |                |                |
| 10                          | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 2                  |                |                |
| 11                          | FIBER OPTIC CABLE, INSTALL ONLY, 24 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 3,889              |                |                |
| 12                          | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 3,364              |                |                |
| 13                          | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING   | EACH | 1                  |                |                |
| 14                          | FIBER MARKER POST, FURNISH AND INSTALL                                         | EACH | 3                  |                |                |

## PROPOSAL

| DIVISION 2           |                                                                                |      |                |  |  |
|----------------------|--------------------------------------------------------------------------------|------|----------------|--|--|
| 15                   | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 1,773          |  |  |
| 16                   | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 1              |  |  |
| 17                   | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 9              |  |  |
| 18                   | FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 1,391          |  |  |
| 19                   | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 1,773          |  |  |
| DIVISION 2 ALTERNATE |                                                                                |      |                |  |  |
| 20                   | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 1,105          |  |  |
| 21                   | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 1              |  |  |
| 22                   | SMALL VAULT INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                     | EACH | 3              |  |  |
| 23                   | FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 1,284          |  |  |
| 24                   | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 1,105          |  |  |
|                      |                                                                                |      | TOTAL PROPOSAL |  |  |

Notes: (1) 975' of fiber length is in the form of a slack coil placed for aerial installation to be done by IMU

(2) Include all tax and freight

## **PROPOSAL**

1. Work on said project shall commence within ten (10) calendar days of the written notice to proceed.
2. Division 1 and Division 1 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before May 15, 2023. All restoration work shall be completed by May 30, 2023. Liquidated damages in the amount of one hundred and seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.
3. Division 2 and Division 2 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before December 31, 2022. All restoration work shall be completed by April 15th, 2023. Liquidated damages in the amount of one hundred and seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.
4. Required Attachment:
  - Bidder Status Form



# PROPOSAL

## Bidder Status Form

### To be completed by all bidders

### Part A

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

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

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

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

### To be completed by resident bidders

### Part B

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

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_

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

### To be completed by non-resident bidders

### Part C

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

\_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

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

\_\_\_\_\_

\_\_\_\_\_

You may attach additional sheet(s) if needed.

### To be completed by all bidders

### Part D

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

# PROPOSAL

## Worksheet: Authorization to Transact Business

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

- ☐ Yes ☐ No      My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, That we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety are held and firmly bound unto  
the INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA, hereinafter called "OWNER", in the  
penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) lawful money of  
the United States, 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 presents. The condition  
of this obligation is such that whereas the Principal has submitted the accompanying Bid, dated  
\_\_\_\_\_, 20\_\_, for the **NOFA 7 PHASE #1, Project No. 2022-NOFA7-Phase1**.

### **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 remain 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 Specifications or by law.

The Surety, for 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, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_ Witness Principal

(Seal)

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

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

# CONTRACT

STATE OF IOWA }  
 } ss.  
COUNTY OF WARREN }

**THIS AGREEMENT AND INDENTURE** made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between INDIANOLA MUNICIPAL UTILITIES, Indianola, Iowa, termed in this Agreement and the Specifications as the “Owner”, and \_\_\_\_\_, termed in this Agreement and the Specifications as the “Contractor”.

**WITNESSETH:**

**THAT, WHEREAS,** The Contractor will commence and complete the construction of the following improvements known as **NOFA 7 PHASE #1, Project No. 2022-NOFA7-Phase1.**

**WHEREAS,** The Owner has heretofore caused to be prepared certain Contract Documents for furnishing material and constructing improvements therein fully described, and the Contractor did, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, file with the Owner a copy of said Contract Documents, including therein his offer and Proposal to furnish said materials and construct said improvements at the terms therein fully stated and set forth; and,

**WHEREAS,** The said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material and construct the improvements called for by the said Plans and Specifications and in the manner and time of furnishing and constructing same.

**IT IS THEREFORE, AGREED;**

**FIRST,** That a copy of said Contract documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the Agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

**SECOND,** The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in detail.

**THIRD,** This Contract is executed in five copies, each of which will be deemed an original with distribution as follows: Owner – two (2) copies, Contractor – one (1) copy, Engineer – one (1) copy, Bonding Company – one (1) copy.

The term “Contract Documents” means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. Proposal
- D. Bid Bond
- E. Contract
- F. Performance Bond
- G. Regulations of the Contract
- H. Supplemental Regulations of the Contract

**CONTRACT**

- I. Special Conditions
- J. Detailed Specifications
- K. Plans Numbered A.01, A.2A, A.2B, A.03, A.04, B.01-B.03, C.01A. C.01B, C.02, J.01, L.01, - L.23, N.01 - N.14, P.01 - P.03
- L. Addenda Number \_\_\_\_ through\_\_\_\_.
- M. Change Orders Number \_\_\_\_ through\_\_\_\_.
- N. Notice to Proceed

**IN FAITH WHEREOF**, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

|              |                              |
|--------------|------------------------------|
| CONTRACTOR:  | INDIANOLA MUNICIPAL UTILITES |
| _____        | By: _____                    |
|              | Lori Smith                   |
|              | Chairperson                  |
| By: _____    |                              |
| Title: _____ |                              |
| ATTEST:      | ATTEST:                      |
| _____        | _____                        |
| By: _____    | Secretary                    |
| Title: _____ |                              |

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Undersigned, \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as “Contractor” and \_\_\_\_\_, a Corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Iowa, as Surety, are held and firmly bound unto INDIANOLA MUNICIPAL UTILITIES, Indianola Iowa, hereinafter referred to as “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 and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

**NOFA 7 PHASE #1, Project No. 2022-NOFA7-Phase1**

### WITNESSETH:

**WHEREAS**, the above bonded Contractor has, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendents, labor and other facilities, and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore, a copy of said Contract being attached hereto and made a part hereof.

The condition of the foregoing obligation is such that if the said Contractor shall and will, in all particulars duly and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract Documents hereto attached, or by reference, made a part hereof, according to the true intent and meaning in each case, and indemnify and save harmless the owner from all loss, liability, counsel fees, costs, and damage of whatsoever nature or kind, by reason of the Contractor’s default or failure, then this obligation shall be and become null and void, otherwise it shall remain in full force and effect.

Provided further, the undersigned Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, 2022, which by this reference is made a part hereof as though fully set out herein.

Provided further, the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

Provided further, the Contractor hereby waives all Notice of Default or any other acts giving rise to the claim under this Bond. In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Warren County, State of Iowa.

Provided further, if legal action is required by the Owner against the Surety or Principal to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Surety or Principal agrees to pay to Owner all damages, costs, and attorney fees incurred by enforcing any of the provisions of this agreement. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Owner by law. Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

**PERFORMANCE BOND**

Provided further, this instrument embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Bond agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the parties hereto.

**IN WITNESS WHEREOF**, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
(Attorney-in-Fact)  
(Seal)

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

(Accompany this Bond with Attorney-in-Fact’s authority from the Surety Company certified to include the date of the Bond.

# REGULATIONS OF THE CONTRACT

**NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

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### **1. GENERAL STATEMENT**

- 1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice of Hearing and Letting, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance Bond, Statutory Bond, Special Conditions, Detailed Specifications, Plans, all Addenda thereto issued prior to the time of opening of Bids for the work, all of which are hereto attached, Approved Change Orders, Notice to Proceed, and other Drawings, Specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional Drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the Specifications and Drawings.
- 1.2 That several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for completion of the contract obligations. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. Notwithstanding Section 1.1 of the Special Conditions, in the event of a conflict between any of the contract documents, the Contractor is to provide the greater quantity and/or better quality, unless otherwise directed in writing by the Owner or Engineer.
- 1.3 The Contract shall be executed in Warren County in the State of Iowa. Five copies of Contract Documents shall be prepared, each containing an exact copy of the Contractor's Proposal as submitted, the Performance Bond properly executed, a Statutory Bond where



## **REGULATIONS OF THE CONTRACT**

required, and the Documents shall be filed as follows: Two with the Owner, One with the Contractor, One with the Engineer, One with Bonding Company.

### **2. DEFINITIONS**

- 2.1 Wherever any work or expression in this article, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given:
- 2.1.1 “Contract” or “Contract Documents” shall include all of the Documents enumerated in the previous article.
  - 2.1.2 “Owner”, “Purchaser”, shall mean the party entering into Contract or duly authorized officers or agents of the owner.
  - 2.1.3 “Contractor” shall mean the party entering into Contract for the performance of the work covered by this Contract and duly authorized agents or legal representatives of the Contractor.
  - 2.1.4 “Engineer” shall mean the Engineer or Engineers who have been employed by the Owner for this work, or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
  - 2.1.5 “Inspector” shall mean the engineering or technical inspector or inspectors duly authorized by the Owner, limited to the particular duties entrusted to them.
  - 2.1.6 “Date of Award Contract” or words equivalent thereto, shall mean the date upon which the Successful Bidder’s Proposal is accepted by the Owner.
  - 2.1.7 “Day” or “Days”, unless herein other expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.
  - 2.1.8 “The work” shall mean the work to be done and the equipment, supplies, materials and labor to be furnished under this Contract, unless some other meaning is indicated by the context.
  - 2.1.9 “Plans” or “Drawings” shall mean and include all Drawings which may have been prepared by the Engineer as a basis for proposals, all Drawings submitted by the Successful Bidder with his Proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all Drawings submitted by the Owner to the Contractor during the progress of the work as provided for therein.
  - 2.1.10 Whenever in these Contract Documents the words, “as ordered”, “as directed”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
  - 2.1.11 Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactory”, or words of like effect and import, unless otherwise

## **REGULATIONS OF THE CONTRACT**

particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.

- 2.1.12 Whenever the statement is made in these Contract Stipulations containing the expression “it is understood and agreed”, or an expression of the like import, such expression means the mutual understanding and agreement of the Contractor and Owner.
- 2.1.13 Wherever the words, “Notice to Bidders” appear in these Specifications or Contract Documents, there should be substituted therefore the words, “Notice of Hearing and Letting”.

### **3. CONTRACTOR’S OBLIGATIONS**

- 3.1 It is understood and agreed that the Contractor, by careful examination, has 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, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall effect or modify any of the terms of obligations herein contained.

### **4. ENGINEER’S OBLIGATIONS**

- 4.1 The Engineer shall have general supervision of the work as representative of the Owner. The Engineer shall have authority to direct the program of the construction insofar as the proper execution of the Contract is affected and to the extent that the forces of labor may be increased or decreased by the Engineer’s order to insure the execution of the Contract in the time and in the manner prescribed.
- 4.2 All work performed under this Contract shall be done in a first-class manner, and done to the satisfaction of the Owner. The Owner shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. The Owner shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent or purpose of the Contract.
- 4.3 The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Plans and Specifications. Such decisions and interpretations shall be regarded as final.
- 4.4 Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Owner will assume no responsibility thereof.

### **5. BOND**

- 5.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a good and sufficient surety Bond in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the

## **REGULATIONS OF THE CONTRACT**

faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes: for the period of four (4) years from and immediately following the completion of said Contract and acceptance thereof by the Owner of all improvements, the payment to the Owner or the Owner's successor or assigns for all damage, loss and expense which may occur to the Owner, the Owner's successor or assigns by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials and equipment in performance of said Contract, or in lieu thereof the Owner, the Owner's successors or assigns, may require the Contractor to maintain such items in need of repair for the said periods specified therein.

- 5.2 All provisions of the Bond shall be complete and in full accordance with the statutory requirements. The Bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The Bond shall be signed by an agent resident in the State of Iowa and date of Bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety on the Contractor's Bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended, all payments or money due the Contractor withheld, and the Contract completed as hereinafter provided.

### **6. INSURANCE**

#### **6.1 General**

- 6.1.1 The Contractor shall purchase and maintain insurance to protect the Contractor, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner.
- 6.1.2 All Certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the Policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.
- 6.1.3 All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.

- 6.2 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any of them, or by anyone for whose acts any of them may be liable.

- 6.2.1 Claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts;

## REGULATIONS OF THE CONTRACT

- 6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
- 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.
- A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
- B. by the other person;
- 6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,
- 6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 6.3 Limits of Liability
- 6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:
- |                                                                                                  |                                                         |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| General Liability;<br>contractually,<br>independent Contractors,<br>Broad Form Property damage   | \$500,000 (including<br>single limit<br>per occurrence) |
| Personal Injury, Underground<br>Explosion and Collapse                                           | \$500,000<br>(Aggregate hazards)                        |
| Automobile Liability<br>(including all owned, non-<br>owned and hired autos)<br>single limit     | \$500,000<br>Combined                                   |
| Worker's Compensation                                                                            | Statutory Benefits<br>\$100,000 Coverage B              |
| Umbrella Liability;<br>(applying directly excess<br>of above liability<br>single limit coverage) | \$1,000,000<br>Combined<br>\$1,000,000                  |
- 6.4 Contractual Liability Insurance
- 6.4.1 The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

## REGULATIONS OF THE CONTRACT

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

6.5 Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

6.6 Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner,

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in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

### **7. ASSIGNMENT OF CONTRACT**

- 7.1 The Contractor shall not assign or transfer this Contract, nor sublet it as a whole, without the written consent of the Owner and of the Surety on the Contractor's Bond. Such consent of Surety, together with copy of assignment shall be filed with the Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of the Contractor's liabilities under this Contract. Should any assignee fail to perform the work undertaken by the Assignee in a satisfactory manner, the Owner may at the Owner's option annul and terminate Assignee's Contract.

### **8. SUB-CONTRACTS**

- 8.1 The Contractor shall, as soon as practicable after the signing of the Contract, notify both the Owner and the Engineer in writing of the names of Subcontractors proposed for the work and shall not employ any that the Owner or the Engineers may within a reasonable time object to as incompetent or unfit.
- 8.2 The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 8.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- 8.4 No officer, agent or employee of Owner, including the Engineer, shall have any power or authority whatsoever to bind the Owner or incur any obligation in its behalf to any Subcontractor, material supplier, or other person in any manner whatsoever.

### **9. OTHER CONTRACTS**

- 9.1 The Owner 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 the Contractor's work with theirs.
- 9.2 If any part of the Contractor's work depends for proper execution or results on the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.
- 9.3 The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.
- 9.4 Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved

## **REGULATIONS OF THE CONTRACT**

shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.

### **10. LEGAL RESTRICTIONS**

- 10.1 The Contractor shall procure at the Contractor's own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. The Contractor shall have all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

### **11. ROYALTIES AND PATENTS**

- 11.1 It is agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claim for patent infringements, and the Contractor shall at the Contractor's own expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

### **12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS**

#### **12.1 General**

- 12.1.1 These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.
- 12.1.2 Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract, Specifications and Plans.

#### **12.2 Figures Dimensions to Govern**

- 12.2.1 Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

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### **12.3 Contractor to Check Plans and Schedules**

- 12.3.1 The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given to the Contractor by the Engineer, and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which the Contractor may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.
- 12.3.2 The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

### **13. SUPERVISION**

- 13.1 The Owner may appoint or employ (either directly or through the Engineer) such engineering inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said Plans and Specifications therefore.
- 13.2 The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Supervisors or Inspectors, for the proper inspections and examination of the work and all parts therefore.
- 13.3 The Contractor shall regard and obey the directions and instructions of the Engineer, or by the Supervisors or Inspectors, for the proper inspection and examination of the work and all parts thereof.
- 13.4 The Contractor shall regard and obey the directions and instructions of the Engineer, or any Supervisor or Inspector so appointed, when the same are consistent with the obligations of this Contract and the Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, Supervisor, or Inspector, the Contractor may make written appeal to the Engineer for his decision.
- 13.5 Engineering Inspectors, and other properly authorized representative of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of anyone of them by the Contractor or by any of the Contractor's employees shall be sufficient reason, if the Owner so decides, to annul the Contract.
- 13.6 Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Any defective material or workmanship may be rejected by the Engineer at anytime before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.



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- 13.7 Inspector shall have authority subject to the final decision of the Engineer to condemn and reject any defective work or material and to suspend the work when the same is not being properly done.
- 13.8 All condemned work shall be promptly taken out and replaced by satisfactory work; all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by Engineer, withhold payment or proceed to terminate Contracts as herein provided.
- 13.9 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 be found done in accordance with the Contract Documents, the Owner 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 defect in the work was caused by another Contractor of the Owner and in that event the Owner shall pay the cost.
- 13.10 The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which the Contractor proposes to use. Laboratory tests are to be made as directed by the City Engineer and the cost to be paid by the Owner.

### **14. LINE AND GRADE**

- 14.1 All construction work shall be done to the lines and grades shown on the Plans. The Engineer will establish on the site horizontal and vertical control bench marks as shown on the Plans. Detailed survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures shall be performed by the Contractor.
- 14.2 Consult Special Conditions for any exceptions to above requirements concerning detailed survey and staking applying to this particular contract. In any case, all such detailed survey and stake out shall be checked by the Contractor who shall assume full responsibility for the accuracy and correctness thereof.
- 14.3 In all cases, the Contractor shall provide without extra compensation, competent workers and the necessary tools, and other materials required for proper checking of the work.
- 14.4 The Contractor shall without extra compensation furnish competent workers and the necessary tools to make all test holes and exploration required at any time for the purpose of determining the location of existing structures beneath the ground surface which might conflict or interfere with this work.
- 14.5 The Contractor shall carefully preserve all monuments, reference points, stakes and bench marks set by the Engineer, and in case of destruction of same through carelessness or negligence on the part of the Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

### **15. SUPERINTENDENCE**

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- 15.1 The Contractor shall keep on the project, during its 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 binding as if given to the Contractor.
- 15.2 The Contractor shall provide proper tools and equipment and the services of all workers, mechanics, trades people, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refused to perform his work in a satisfactory manner, shall upon the request of the Engineer, be promptly discharged from the Project and shall not be re-employed except with the Engineer's consent.
- 15.3 It is called particularly to the Contractor's attention that only first class workmanship will be acceptable.

### **16. PROTECTION OF WORK**

- 16.1 The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The contractor shall Provide and maintain all passage ways, guard fences, lights and other facilities for protection required by public authority of local conditions.
- 16.2 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.
- 16.3 Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.
- 16.4 The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way

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relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

### **17. SAFETY REGULATIONS**

- 17.1 Notwithstanding any other provisions to the contrary, the Contract Documents shall be subject to the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 84 Stat. 1590; and Iowa Senate File 1218, Acts 64<sup>th</sup> General Assembly, Second Regular Session (1972); and all lawful regulations and rules pursuant thereto.

### **18. MATERIALS AND WORKMANSHIP**

- 18.1 The Contractor hereby guarantees the work in connection with this Contract against faulty materials or poor workmanship during the period of time, as set out in the Notice after the date of completion and acceptance of the Contract.

### **19. SHOP DRAWINGS**

- 19.1 The Contractor shall furnish the Engineer with an electronic copy on Engineer provided transmittal form of all shop and erection Drawings for preliminary approval. These Drawings shall include the Drawings prepared on structural and reinforcing steel, special layout, Drawings of equipment or machinery purchased under this Contract, and any other supplementary Drawings required in the prosecution of the work. One copy shall be returned to the Contractor for correction and one copy retained by the Engineer for office reference. After correction, the Contractor shall submit a corrected version to the Engineer for final approval and distribution to all interested parties. No material or equipment shall be used or installed until such formal approval is received by the Contractor.
- 19.2 The purpose of having shop and erection Drawings checked and approved by the Engineer are two-fold:
- 19.2.1 To assure the compliance with the purpose and intent of the Plans and Specifications.
- 19.2.2 To assist the Contractor in interpreting the Plans and Specifications so as to eliminate mistakes in the material or equipment actually shipped to the site of the work.
- 19.3 The formal approval given to the Contractor is to be considered as in compliance with these purposes and in no manner shall be construed so as to relieve the Contractor from any liability or responsibility for proper construction or compliance with the Plans and Specifications.

### **20. USE OF COMPLETED WORK**

- 20.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work

## **REGULATIONS OF THE CONTRACT**

or such portions as may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. 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.

- 20.2 The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

### **21. CHANGED WORK**

- 21.1 The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract, or may alter or deduct from the work, the contract sum to be adjusted accordingly. All such work shall be executed under the conditions of the original Contract and subject to the same inspection and test as though therein included.
- 21.2 Provided, however, that any additional, omitted or changed work shall not be ordered, undertaken or commenced until after the consent has been obtained in writing of the Contractor's construction surety bonds persons, except minor changes not inconsistent with the general purpose of the Contract not involving costs or substitution of materials.
- 21.3 The Owner shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, all extra work or changes shall be done as ordered in writing by the Owner, which order shall state the location, character, amount, and method of compensation. No extra work or change shall be made unless in pursuance of such written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered. The adjustment to the Contract sum for any such extra work or change shall be determined in one or more of the following ways:
  - 21.3.1 By a Lump Sum Price agreed upon prior to starting the additional or changed work.
  - 21.3.2 By Unit Prices named in the Proposal or as agreed upon prior to starting the additional or changed work.
  - 21.3.3 By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
  - 21.3.4 By cost plus percentage, the latter agreed upon prior to starting the additional or changed work.
- 21.4 "Cost" in methods (21.3.3) and (21.3.4) shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such forms as the Engineer may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by Subcontractors.

## **REGULATIONS OF THE CONTRACT**

- 21.5 Under method (21.3.4), compensation or adjustment for work done by Subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount or charged by the Subcontractor.
- 21.6 The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be charged against the additional or changed work only for the actual time which the equipment is used specifically thereof, and will be charged according to the current schedule of the Associated General Contractors of America, whether owned or rented by the Contractor. Transportation charges necessarily incurred in connection with equipment authorized by the Engineer for use on the extra work which is not already on the job will be charged.
- 21.7 Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at time omission of work is authorized and the agreed adjustment will be deducted from final quantities.
- 21.8 Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) calendar days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the final quantities.
- 21.9 The Owner reserves the right to Contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
- 21.10 In Unit Price Contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final Contract price is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original Contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

## **22. DISPUTED CLAIMS**

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 The Owner shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other Contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the Project, only when such damages result from negligence on the part of the Contracting Authority as damages resulting from such performances, nonperformance, or delays. The Contractor shall notify the Engineer in writing at the time the delay occurs.

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- 22.3 In either case, if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimant, the Owner, or its designated representative or representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.

### **23. SUSPENSION OF WORK**

- 23.1 The Owner may at any time without cause suspend the work or any part thereof by giving ten (10) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. Failure of the Contractor to maintain the policies of insurance as required by Section 6 shall constitute a substantial violation of the Contract and the Owner shall have the right to suspend and/or terminate the Contract in accordance with Section 25.
- 23.2 If the work or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimated payments for all work done on the portions abandoned, if any.

### **24. OWNER'S RIGHT TO DO WORK**

- 24.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or 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, or if the Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause 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

## **REGULATIONS OF THE CONTRACT**

take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.

- 24.2 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 such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.
- 24.3 Pending settlement of disputes on any point of controversy the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

### **25. CONTRACT TERMINATION**

- 25.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or 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, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of substantial violation of any provision of the contract, then the Owner, upon the certificate of the Engineer that sufficient cause 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 the Engineer may deem expedient.
- 25.2 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 such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

### **26. CONTRACTOR'S RIGHTS**

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- 26.1 If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor, may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

### **27. TIME OF COMPLETION**

- 27.1 The Contract shall be completed within the time stated in the NOTICE OF HEARING AND LETTING subject to such extensions as may from time to time be allowed the Contractor by the Owner as hereinafter provided.

### **28. DELAYS**

- 28.1 The Contractor expressly covenants and agrees that in undertaking to complete the work within the time herein fixed, the Contractor has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workers, reasonably anticipatable weather, or otherwise. Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, abnormal weather, or by any changes, additions, omissions therein ordered in writing by the Owner, through no fault of the Contractor (or by the abandonment of the work by the workers engaged thereon), or by any act taken by the U.S. Government such as the commandeering of labor, or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the Owner, or delays caused by court proceedings; the Contractor shall have no claims for damages for any such cause or delay; but shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the Owner in writing with one (1) week from the time when any such alleged cause for delay shall occur.

### **29. PAYMENTS**

- 29.1 Payment for said improvement will be made in accordance with the terms and conditions as set forth in the published NOTICE OF HEARING AND LETTING.

### **30. PAYMENTS WITHHELD**

- 30.1 The Owner may withhold or, on account of subsequently discovering evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect himself from loss on account of:
- 30.1.1 Defective work not remedied.
  - 30.1.2 Claims filed or reasonable evidence indicating a probable filing of claims.



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- 30.1.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- 30.1.4 A reasonable doubt that the Contractor can be completed for the balance then unpaid.
- 30.1.5 Damage to another Contractor.
- 30.1.6 Any other violation of or failure to comply with the provisions of this Contract.

### **31. SALES TAX**

- 31.1 The Contractor is responsible for all sales tax associated with labor and procurements made by the Contractor.

### **32. REMEDIES**

- 32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the parties shall be submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Warren County.
- 32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.
- 32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association ("AAA").
- 32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.
- 32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.
- 32.6 Nothing contained herein shall increase or otherwise expand the Owner's obligation to pay the Contractor other than documented and audited cases in accordance with the Owner's rules and regulations, regarding cost or pricing data and analysis and cost principles.

# **SUPPLEMENTAL REGULATIONS OF THE CONTRACT**

**NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

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| <b>1. PURPOSE</b>                            | <b>4. BOND</b>                        |
| <b>2. LOCATION</b>                           | <b>5. PAYMENT</b>                     |
| <b>3. COPIES OF PLANS AND SPECIFICATIONS</b> | <b>6. FINAL REVIEW AND ACCEPTANCE</b> |

### **1. PURPOSE**

- 1.1 SUPPLEMENTAL REGULATIONS are intended to clarify, supplemental or supersede REGULATIONS OF THE CONTRACT.

### **2. LOCATION**

- 2.1 All work is located within the public rights-of-way or private easements owned by the City of Indianola, Indianola Municipal Utilities, the County of Warren, and Iowa DOT.

### **3. COPIES OF PLANS AND SPECIFICATIONS**

- 3.1 After award of the contract, the Engineer will furnish the Contractor up to five (5) set of Plans and Specifications. Additional copies will be furnished at the Engineer's cost of reproduction.

### **4. BOND**

- 4.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a good and sufficient surety Bond in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes: for the period of eighteen (18) months from and immediately following the completion of said Contract and acceptance thereof by the Owner of all improvements, the payment to the Owner or the Owner's successor or assigns for all damage, loss and expense which may occur to the Owner, the Owner's successor or assigns by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials and equipment in performance of said Contract, or in lieu thereof the Owner, the Owner's successors or assigns, may require the Contractor to maintain such items in need of repair for the said periods specified therein.

## **SUPPLEMENTAL REGULATIONS OF THE CONTRACT**

### **5. PAYMENT**

- 5.1 Separate payment will be made for only those items specially listed in the Proposal. All other work shall be paid for by applicable Unit Prices for items to which work pertains.

### **6. FINAL REVIEW AND ACCEPTANCE**

- 6.1 Contractor responsible for locating placed underground facilities until formal acceptance by City Council.
- 6.2 Notify Engineer when installation is considered complete and ready for Final Review.
- 6.3 Owner will accept work and make final payment to Contractor:
  - 6.3.1 When the Engineer has certified the work of the Contractor has been reviewed and stated that the work is complete and in essential compliance with the Plans and Specifications;
  - 6.3.2 When Contractor has filed with Owner or Engineer documents called for in Specifications; and,
  - 6.3.3 When all government agencies involved have indicated, in writing that the work is complete and acceptable.

# **SPECIAL CONDITIONS**

**NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

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### **1. FORM OF TECHNICAL SPECIFICATIONS**

- 1.1 Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the”, and “all” are intentional, supply omitted words or phrases by inference.
- 1.2 “Owner”, and “City” shall mean the INDIANOLA MUNICIPAL UTILITIES, Indianola, Iowa, acting through the Board of Trustees.
- 1.3 “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.4 “Engineer” shall mean the INDIANOLA MUNICIPAL UTILITIES Engineer or designated agent.
- 1.5 “Standard Drawings” shall mean Construction Detail Drawings bound with these Specifications.
- 1.6 “Work” shall mean the work to be done and the materials, equipment, and supplies to be furnished under the contract unless some other meaning is indicated by the context.
- 1.7 “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

### **2. NOTICE TO PROCEED**

- 2.1 The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the NOTICE OF HEARING AND LETTING upon issuance of a written Notice to Proceed.

## **SPECIAL CONDITIONS**

### **3. SERVICE FACILITIES**

- 3.1 The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

### **4. MINOR WORK**

- 4.1 Any minor work not specifically mentioned in the Specifications as shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

### **5. WASTE SITES**

- 5.1 All waste material shall be hauled to a construction debris recycling center or salvage yard of the Contractor's choice with the Engineer's approval or an approved hazardous waste disposal site if required. Disposal costs will be included in the Contract Cost and not paid by the City as a separate item. All salvage material payments or rebates are to be credited back to the Owner and receipts or documentation provided.

### **6. WORKING DAYS**

- 6.1 Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.
- 6.2 No work will be permitted on Saturdays or Sunday's without notification to the Engineer by 5:00 pm on the Thursday prior to work requested. Work conducted on these days is subject to approval of landowners who may be affected by said work.

### **7. CONSTRUCTION FACILITIES BY CONTRACTOR**

- 7.1 Provide a telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditions handling of messages.
- 7.2 Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 7.3 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 7.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5 Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress
- 7.6 Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

## **SPECIAL CONDITIONS**

### **8. SOIL BORINGS**

- 8.1 Soil borings have not been made along proposed route of work.

### **9. EMPLOYMENT PRACTICES**

- 9.1 Neither the Contractor nor his Subcontractors, shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of himself, the general public or others employed on the Project.
- 9.2 Contractor shall ensure all of its employees, subcontractor and subcontractor's employees have on file a valid I-9 and supportive documentation.
- 9.3 The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
- 9.3.1 To discharge from employment or refuse to hire any individual because of sex, gender identity, sexual orientation, race, color, religion, national origin, marital status, age, veteran status, or disability unless such disability is related to job performance of such person or employee.
- 9.3.2 To discriminate against any individual in terms, condition, or privileges of employment because of sex, gender identity, sexual orientation, race, color, religion, national origin, marital status, age, veteran status, or disability unless such disability is related to job performance of such person or employee.

### **10. WORK HOURS**

- 10.1 The Contractor will be required to limit the Contractor's work hours on the Project from 6:30 a.m. to 9:00 p.m., Monday through Friday unless noted on plans. Should equipment be used which is excessively noisy and distressing to area residents, the Engineer reserves the right to limit hours of operation from 7:00 a.m. to 7:00 p.m. Prior approval from the Engineer will be required for work on weekends.

### **11. DUST ABATEMENT**

- 11.1 The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem. It is realized some dust on the Project is inevitable, but it must be kept to a minimum.

### **12. WATER USAGE**

- 12.1 The City of Indianola have public locations where Contractor may purchase water through a metered source.

## **SPECIAL CONDITIONS**

- 12.2 The Contractor shall not use water from private residential or business hose bibs, without the written consent of the private owner. Any such agreements must be filed with the Engineering prior to water usage.

### **13. QUANTITIES**

- 13.1 The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. Owner reserves the right to increase or diminish these quantities within reasonable limits and the Contractor will be paid for only as much work as the contractor is required to do by the Owner at the unit price stated in the Proposal.

### **14. PERMITTING REQUIREMENTS**

- 14.1 The Contractor is responsible for following guidelines of all permitting authorities.

### **15. WINTER OPERATIONS**

- 15.1 The Contractor shall cease all operations and remove traffic control, backfill and compact all open excavations, replace any sidewalk panels removed, and complete all clean-up as directed by the Owner when ice accumulation is forecasted or forecasted snow total for any 48 hour period exceeds one inch (1"). No materials or equipment will be allowed to remain in the ROW. Any damage to Contractor equipment or materials sustained during winter operations will be at the expense of the Contractor with no obligation to the Owner.
- 15.2 Prior to ceasing operations for winter shutdown the Contractor shall remove all equipment, materials, and traffic control from the ROW.

# PLAN LIST

**NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

## 1. PLANS

- 1.1 The work shall conform to the following Drawings (bound herewith) and Detail and Standard Drawings (bound herewith), all of which constitute the “Plans” and are an integral part of the Contract Documents.

| <b>TITLE</b>                       | <b>Drawing Number</b>             | <b>Revision Number</b> |
|------------------------------------|-----------------------------------|------------------------|
| TITLE/LEGENDSHEETS                 | A.01, A.02A, A.02B<br>A.03 & A.04 |                        |
| SPECIAL DETAILS                    | B.01-B.03                         |                        |
| QUANTITIES AND GENERAL INFORMATION | C.01A, C.01B, C.02                |                        |
| TRAFFIC CONTROL NOTES              | J.01                              |                        |
| PLAN SHEETS                        | L.01 - L.23 & N.01<br>– N.14      |                        |
| PERMITS                            | P.01 P.03                         |                        |



# DETAILED SPECIFICATIONS

NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
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### 1. FORM

- 1.1 Detailed Specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

### 2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To required performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

### 3. INTERPRETATION

- 3.1 Report errors or ambiguities in Specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of Specifications; Engineer's interpretation shall be accepted as final.

### 4. WORK INCLUDED

- 4.1 Construct Improvements as set out in NOTICE OF HEARING AND LETTING.

## **DETAILED SPECIFICATIONS**

### **5. STARTING AND COMPLETION TIMES**

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that the Notice to Proceed will be issued within 30 calendar days after the award of contract. Complete work within the time set out in the NOTICE OF HEARING AND LETTING.

### **6. INFORMATION FOR ENGINEER**

- 6.1 After award of Contract submit following information and drawings for Engineer's review. Submittals shall be electronic and on Engineer provided transmittal form for all copies required by Contractor.
  - 6.1.1 Manufacturer's Specifications and catalog data for incidental materials required to complete the construction of the conduit network, and installation and testing of the locate system and fiber optic network cables.
  - 6.1.2 Such other information as Engineer may request.
- 6.2 Within 10 calendar days after award of contract, provide construction schedule showing dates of starting and completing various portions of work. After initiation of construction, provide weekly written report of construction schedule for following week period.

### **7. PLANS AND SPECIFICATIONS**

- 7.1 Engineer will furnish up to five (5) sets of Plans and Specifications after award of Contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 7.2 Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.
- 7.3 Provide one (1) set of Plans and Specifications for each foreman or superintendent in charge of each crew on job.

# DETAILED SPECIFICATIONS

## 8. STANDARDS AND CODES

- 8.1 Do work in accordance with best present-day installation and construction practices.
- 8.2 Conform with and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to the contrary.
  - 8.2.1 American Association of State Highway and Transportation Officials (AASHTO).
  - 8.2.2 American Concrete Institute (ACI).
  - 8.2.3 American Institute of Steel Construction (AISC)
  - 8.2.4 American National Standards Institute (ANSI).
  - 8.2.5 American Society of Testing and Materials (ASTM).
  - 8.2.6 American Water Works Association (AWWA).
  - 8.2.7 American Standards Association (ASA)
  - 8.2.9 Federal Specifications (FS).
  - 8.2.10 Iowa Occupational Safety and Health Act of 1972 (Chapter 83, Code of Iowa 1987)(IOSHA).
  - 8.2.12 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
  - 8.2.12 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
  - 8.2.13 Manual on Uniform Traffic Control Devices (MUTCD).
  - 8.2.14 American Disabilities Act (ADA)
  - 8.2.15 Standards and Codes of the State of Iowa and applicable local standards and codes of the Cities and Counties which are within the construction route.
  - 8.2.16 BICSI G1-17 Industry standard.
  - 8.2.17 Other standards and codes which may be applicable to acceptable standards of the industry for materials, equipment, and installation under the Contract.

## 9. MATERIALS TESTS

- 9.1 Includes all materials tests or tests specified hereinafter.

## **DETAILED SPECIFICATIONS**

- 9.2     Employ testing laboratory approved by Engineer to show that construction materials comply with Specifications.
- 9.3     Incorporate no materials in work until laboratory tests have been furnished which show that materials comply with Specifications.
- 9.4     All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- 9.5     Laboratory tests for materials:
  - 9.5.1     Cement: Bin sample for entire requirement, ASTM C150.
  - 9.5.2     Concrete aggregates: One (1) sample of each, ASTM C33.
  - 9.5.3     Reinforcing steel: Furnish original and one copy of certified test report by manufacturer.

### **10.     FIELD TESTS**

- 10.1     Compaction compliance show follow SUDAS standards.

### **11.     RESPONSIBILITY OF CONTRACTOR**

- 11.1     Protection of the work.
- 11.2     Protection of all property from injury or loss resulting from his operations.
- 11.3     Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- 11.4     Cooperate with Owner, Engineer and representative utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.
- 11.5     Keep cleanup current.
- 11.6     Comply with all Federal, State of Iowa and applicable Laws and Ordinances of the Cities and Counties which are within the construction route.
- 11.7     Keep existing sewers in continuous operation without bypassing.
- 11.8     Contractor shall locate the newly installed conduit upon request of the Owner or notification of locate requested provided by Iowa One Call or other entities. Any damaged infrastructure related to Contractor negligence or failure to locate

## **DETAILED SPECIFICATIONS**

infrastructure prior to acceptance by the Owner will be the Contractor's responsibility to replace and repair damaged infrastructure. Contractor shall register all construction in the Iowa 811 system and be responsible to receive locate notices to the conduit and fiber system they have installed until the system is accepted by the Owner.

- 11.9 Any materials which are provided by the Owner will be held at the Owner's yard. The contractor is responsible for the loading and transport from the Owner's yard located at 110 S B St, Indianola.
- 11.10 Contractor shall inspect all materials for damage or workmanship issues and reject any which do not meet the specifications of the project prior to removal from Owner's yard. The contractor shall sign for receipt of all materials provided by the Owner once the contractor has inspected and accepted delivery. Subsequent to acceptance by the contractor, any claims for damage or manufacturer defects will be the responsibility of the contractor. Installation of damaged conduit, vaults or covers and other materials will not be accepted. Damaged vaults shall be replaced prior to acceptance by the Contractor at no cost or obligation to the Owner.

### **12. TEMPORARY WORK**

- 12.1 Make all temporary service connections necessary for maintaining utility service during the course of the work.
- 12.2 Construct temporary drains to keep work in the dry; maintain new improvements as directed by Engineer.
- 12.3 Construct temporary asphalt surfaces as directed, in order to enhance traffic control.

### **13. TRAFFIC CONTROL**

- 13.1 Erect and maintain barricades and lights and/or provide watchmen for protection and warning of pedestrians and vehicles. All barricades, lights and/or watchmen at expense of Contractor. Maintenance shall include sign washing as required by the Engineer.
- 13.2 Location and arrangement: Conform to Ordinances, Laws and MUTCD; meet approval of Owner and Engineer.
- 13.3 Responsibility: Maintain, control, and protect traffic within construction area including side street crossings, temporary run-arounds, use of one or more lanes and related operations and detours outside construction area.

## **DETAILED SPECIFICATIONS**

- 13.4 Closing or partially closing streets: Close or restrict traffic in streets only with permission of Engineer; provide for maximum safety and convenience of public; open street when work is complete or as directed by Engineer. Access to private property must be maintained during construction.
- 13.5 Emergency traffic: Provide continuous access for police, fire and emergency vehicles.
- 13.6 Take every precaution to protect pedestrian and vehicle traffic.
- 13.7 Lane closure notices must be submitted to the applicable entity for approval a minimum of 48 hours in advance of closure, if not required sooner. The applicable entity may limit the duration of lane closures based on traffic conditions.

### **14. REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS, FENCING, INVISIBLE FENCE SYSTEMS AND OTHER IMPROVEMENTS**

- 14.1 Irrigation lines, sprinkler heads, fencing, invisible fence systems and other improvements may exist within the project area.
- 14.2 The Contractor is responsible for removing parts of irrigation systems, fences, invisible fencing systems and other improvements as necessary to complete the grading and utility adjustments. Cap off ends or modify systems where removals occur to allow the system's owner continued use of the remaining system.
- 14.3 The Contractor is responsible for repairing any irrigation systems, fencing, invisible fence systems and other improvements impacted by the project within 48 hours of the notification of any construction related repairs.

### **15. STORAGE OF MATERIALS AND EQUIPMENT**

- 15.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
- 15.2 Storage areas shall be subject to approval of Engineer.
- 15.3 Store materials and equipment in manner which will preserve their quality and fitness.
- 15.4 Do not store materials or equipment on streets open to the public. Do not block driveways or accesses.
- 15.5 Do not attach conduit stubs to traffic signals, street signs, or other City or private vertical infrastructure without prior written authorization of the City or property owner.
- 15.6 Do not store materials or equipment on private property without permission of the property owner.

### **16. HISTORICAL AND ARCHAEOLOGICAL AUDITS**

- 16.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State

## **DETAILED SPECIFICATIONS**

Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

### **17. EROSION CONTROL**

- 17.1 The Contractor shall provide erosion control of all excavations and avoid storm water pollution.
- 17.2 The Contractor agrees to indemnify and hold harmless the Owner for all issues and activities relating to the storm water pollution including, but not limited to fines and penalties.
- 17.3 References to silt fences and other erosion control devices or measures, if any, in the specifications or on the plans are intended to illustrate typical erosion control measures to be implemented by the Contractor. The omission that erosion control measures or devices are not indicated on the plans or in the specifications does not waive the Contractor's responsibilities to prevent storm water run-off.

# TECHNICAL SPECIFICATIONS

NOFA 7 PHASE #1  
INDIANOLA MUNICIPAL UTILITIES  
INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1

The 2022 edition of the Statewide Urban Design and Specifications (SUDAS), City of Indianola Specifications (if applicable), Regulations of the Contract, Supplemental Regulations of the Contract, Special Conditions, Detailed Specifications, Technical Specifications and Appendix included in the Contract Documents shall apply to all work performed on this project unless otherwise noted herein. In the event of a conflict with information and specification contained with the SUDAS, this Specifications document supersedes the SUDAS.

Contract is responsible to comply with all other permitting entities' requirements who may have specifications which supersedes SUDAS.

## APPLICABLE SUDAS FIGURES

|          |                                                       |
|----------|-------------------------------------------------------|
| 7030.102 | CONCRETE DRIVEWAY, TYPE B                             |
| 7030.201 | CLASSES OF SIDEWALKS                                  |
| 7040.101 | FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG |
| 7040.102 | FULL DEPTH PCC PATCHES GREATER THAN 15' LONG          |
| 7040.103 | FULL DEPTH HMA PATCHES                                |
| 9040.102 | FILTER BERM AND FILTER SOCK                           |
| 9040.119 | SILT FENCE                                            |
| 7040.107 | UTILITY CORE HOLE REPAIR                              |



# TECHNICAL SPECIFICATIONS

NOFA 7 PHASE #1  
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| 12. FIBER CABLE MATERIAL                                         |                                                          |

### 1. GENERAL

- 1.1 This part of the specifications includes the requirements for installation of Owner-provided and Contractor-provided materials and equipment necessary to complete, in place and operational, a fiber optic network system as described in the project plans.
- 1.2 Provide any items, materials or equipment not specifically addressed in the contract documents but required to provide a complete and functional installation. The level of quality shall be consistent with other specified items. All miscellaneous electrical materials and equipment shall be listed for its specific application.
- 1.3 The Contractor is responsible for coordinating all construction activity and locations with the relevant permitting agencies and the Engineer. The Contractor shall conduct all communications and operations in a professional and courteous manner:

### 2. CONSTRUCTION SURVEY

## **TECHNICAL SPECIFICATIONS**

- 2.1 Engineer will stake all handhole locations.
- 2.2 Contractor shall stake all start and stop points of bore locations and conduit splice locations upon installation. Stakes are to be labeled with actual conduit depth below existing grade.
- 2.3 The Contractor shall maintain all stakes until staked features are GPSed by Engineer at no additional cost to the Owner.

### **3. EQUIPMENT AND MATERIALS**

- 3.1 Equipment and materials purchased by Contractor shall be of new stock unless the plans provide for the use of fixtures furnished by others. New equipment and materials shall be the product of reputable manufacturers and shall meet Engineer approval.
- 3.2 One (1) electronic ( pdf or image ) of catalog cuts and manufacturer's specifications shall be furnished for all standard "off-the-shelf" items on Engineer supplied transmittal form.
- 3.3 Engineer review of shop drawings and catalog cuts shall not relieve the Contractor of any responsibility under the Contract documents.
- 3.4 All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), and all material and work shall conform to the requirements of the National Electrical Code (NEC), the Standards of the Telecommunications Industry Association (TIA), the Standards of the Electronic Industries Alliance (EIA), the Society of Cable Telecommunications Engineers (SCTE), Underwriters Laboratories and local ordinances. Wherever reference is made in these specifications or in the standard provisions to the code, the safety orders, the general order, or the standards mentioned above, the reference shall be construed to mean the code, order, or standard that is in effect at the date of advertising of these Specifications.
- 3.5 Wherever reference is made in these specifications or in the standard provisions to the code, the safety orders, the general order, or the standards mentioned above, the reference shall be construed to mean the code, order, or standard that is in effect at the date of advertising of these Specifications.

### **4. CONDUIT MATERIALS**

- 4.1 All Conduit will be provided by the Contractor and will comply with the following specifications:
  - 4.1.1 The conduit shall be constructed of High Density Polyethylene (HDPE).

## TECHNICAL SPECIFICATIONS

- 4.1.2 High Density Poly Polyethylene (HDPE) conduit shall be smooth wall and ORANGE in color.
- 4.1.3 Comply with ASTM F 2160 (conduit) and ASTM D 3350 (HDPE material), be either SDR 13.5 or SDR 11.
- 4.1.4 Sequential foot markings printed on HDPE.
- 4.1.5 All Conduit shall be provided as a continuous reel or straight pieces to minimize splicing.
- 4.1.6 Conduit will have a locatable pull tape pre-installed
- 4.2 All conduit connections must be watertight and able to withstand a minimum PSI threshold of 125 to allow for the blowing fiber through the conduit.
- 4.3 Contractor shall provide acceptable duct splice hardware. Conduit couplers shall be designed for use in direct bury applications, adhesive type connections shall not be allowed.

### 5. CONDUIT INSTALLATION

- 5.1 Installation of the conduit shall be in close conformity with the lines, grades and dimensions shown in the contract documents.
- 5.2 The Engineer must approve any deviations from the conduit placement as shown in the contract documents. If the Engineer finds the installed conduit is not in close conformity with the contract documents and has resulted in an unsatisfactory alignment, the installation shall be considered unacceptable work and shall be removed and replaced at the expense of the Contractor.
- 5.3 All conduit buried in open trenches, plowed or direction bored shall be placed a minimum of 42-inches deep unless otherwise directed by the Engineer or identified in the plans. Open trench methods of placing conduit will be permitted where tight constraints exist and as approved by the Engineer. Open trenching will not be allowed within wetland areas. The Contractor shall maintain depth control on the placement of the conduit.
- 5.4 It is the design intent to plow or horizontally directional drill HDPE sections conduit from structure to structure, as shown in the plans. Contractor shall strive to limit the number of conduit splices in any section.
- 5.5 Contractor shall use only approved conduit splices. Locations of all conduit

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splice locations shall be identified with paint on ground or stakes and locations with depth data are to be documented on redlines as part of as-builts which will be provided.

- 5.6 While most of the construction is designed to use HDPE SDR 13.5, there may be a number of locations within the plans which specifically call out the locations where SDR 11 conduit is to be used. Contractor shall follow plans.
- 5.7 If, in the opinion of the Contractor, locations exist whereby SDR 13.5 or SDR 11 HDPE conduit is deemed to be inadequate for drilling operations, then the Contractor shall determine what size and strength of conduit is necessary to withstand anticipated loading of conduit (during and after installation of conduit). The Engineer must approve any deviations from the use of SDR 13.5 or SDR 11 HDPE conduit. The Contractor and Engineer shall negotiate an acceptable price for the new conduit material prior to approving any deviations from the use of SDR 13.5 or SDR 11 HDPE conduit.
  - 5.7.1 Location, length, size/orientation and cost of upsized and/or stronger conduit shall be reviewed and approved by the Engineer prior to any construction.
- 5.8 Conduit shall be placed as shown on the plans. Change in direction of conduit shall be accomplished by bending such that the conduit will not be damaged or its internal diameter changed.
- 5.9 The minimum bending radius of HDPE conduit shall be the larger of twenty (20) times the outside diameter or the HDPE manufacturer's recommendations for minimum bending radius.
- 5.10 All conduit shall be placed by either vibratory plow, open trench or horizontal directional drilling (HDD) to place the conduit without cutting, removing, or disturbing existing ground/pavement. Conduit within fifteen (15) feet of a vault may be open trenched to facilitate entry into the structure. Pits for boring shall not be closer than two (2) feet to the back of curb unless otherwise directed by the Engineer.
  - 5.10.1 All water for boring operations shall be supplied by the Contractor and follow the water usage specifications detailed in this document.
  - 5.10.2 Slurry disposal shall be the responsibility of the contractor and shall be by a means and method acceptable to the Engineer. Slurry disposal shall meet the Iowa DNR and USEPA requirements. Do not dispose of slurry in storm or sanitary sewers. The City of Indianola has a site where slurry may be discarded. Engineer will provide location and conditions at time of construction.

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- 5.11 Prior to conduit installation into a vault, all conduits openings are to be sealed with tape or other approved methods as they are installed to avoid debris entry.
- 5.12 Upon installation of the conduit in a vault, Contractor provided conduit plugs shall be installed.
- 5.13 Contractor shall seal duct opening with an approved duct putty after fiber and tracer is installed.
- 5.14 At the time the conduit is installed, the conduit path shall be marked every fifty (50) feet along path, locations where there are changes in direction of more than thirty (30) degrees, conduit splice locations, road crossings .
  - 5.14.1 The markers shall be wooden stakes, flags or paint applied to hard surfaces.
  - 5.14.2 The markings shall indicate depth of conduit or splice at each location.
- 5.15 Backfill
  - 5.15.1 Backfill with suitable excavated material or borrow materials. Use no large stones, large clods, organic matter, rubbish, or frozen material.
  - 5.15.2 Backfill material shall be free of cinders, broken concrete, or other hard or abrasive materials. All surplus material shall be removed from the public right-of-way.
  - 5.15.3 If excavated materials have excessive soil moisture and cannot be compacted to specified density, dry material by discing or mixing with dry soils or remove and replace with suitable borrow materials.
  - 5.15.4 If sufficient suitable excavated material is not available, remove and dispose of unsuitable excavated material. Furnish suitable borrow materials to complete trench backfill.
  - 5.15.5 Provide temporary support for existing water, gas, telephone, power and other utility services that cross the trench until backfilling of the trench has been completed; do not use support methods which transfer weight or forces to other utilities.
  - 5.15.6 All cables, conduit, and pipe exposed during construction will be secured in such a manner that no deflection or sagging

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occurs during or after construction. All backfill shall be natural earth materials excluding rocks, foreign materials, or other abrasive materials that may be injurious to the cables.

- 5.15.7 The backfill material in open trenches and excavations for structures shall be deposited in layers not to exceed 6 inches in depth and each layer shall be thoroughly compacted before the next layer is placed.
  - 5.15.8 Compact backfill to ninety-five per cent (95%) maximum density; moisture content not less than two percent (2%) below optimum or more than three percent (3%) above optimum moisture content
- 5.16 Refer to Part 21. RESTORATION for restoration requirements.
- 5.17 Do not place conduit beneath city streets & sidewalks except to cross. All street crossing shall be at an angle perpendicular to the centerline, unless noted otherwise on plans. The City of Indianola requires thirty-two (32) inch to thirty-six (36) inch depths for all road crossings. Other cities or permitting entities may have specific requirements as detailed in permits or plan set.
- 5.18 Installation clearances, unless specifically required by a permitting authority, the following clearances apply:
- 5.18.1 For all conduits, structures and above ground items maintain at least three (3) feet distance from any City, County or State Survey Benchmark. Do not disturb any Survey Benchmarks.
  - 5.18.2 Maintain the minimum depth throughout the length of all conduit installations.
  - 5.18.3 Depth of all plowed, trenched or bored conduit shall be a minimum of 42 inches unless otherwise specified in the plans.
  - 5.18.4 Maintain 1.5' vertical clearance (minimum) from existing utility lines. Contractor to notify Engineer when 1.5' vertical clearance is unable to be achieved.
  - 5.18.5 Maintain 1.5' horizontal clearance (minimum) from existing utility lines. Contractor to notify Engineer when 1.5' horizontal clearance is unable to be achieved.
  - 5.18.6 Maintain a minimum of two (2) feet of separation when underground conduits parallel an existing facility. More stringent separation requirements may exist as called out in the plans, or in permit entity requirements.

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- 5.19 All conduits shall have a locatable pull tape, with a minimum tensile strength of 1250 lbs., installed. Locate conductor, integral to pull tape, must be continuous from handhole to handhole.
- 5.20 Protect all open excavations. All open holes shall be backfilled within 48-hours.
- 5.21 The Contractor shall have a licensed plumber and electrician on call 24/7/365 for the duration of the project to quickly respond to any damage to water mains, service lines or private electrical services.
- 5.21.1 Contracted services of licensed plumber and licensed electrician shall require a minimum of a 2-hour response time.
- 5.22 Contractor is required to follow all Federal, State and local requirements, including reporting related to all public utility and privately owned infrastructure damage or service disruptions resulting from the construction of the conduit network.
- 5.22.1 All damage or service disruptions are to be reported to the Engineer immediately, or immediately after site is secured. Include in the report
- Location, date and time, scope of damage, any 811 claim numbers, and the probable cause, and any temporary repairs performed.
  - Report is considered closed when contractor provides final resolution in the form of work completed to perform repairs, and photographic evidence of satisfactory repairs and Engineer approves work.
- 5.22.2 In all events, contractor must enact immediate measures to secure site to ensure the safety of on-site crew members and safeguard the general public and vehicular traffic.
- 5.23 All utility crossings under hardscape must be core-holed and vacuumed to visually verify location of existing utility.
- 5.24 Core hole requirements
- 5.24.1 Contractor shall follow all requirements SUDAS Division 7, Section 7040 Pavement Rehabilitation, Part 3.11, unless permitting entity has more stringent requirements, in which case they shall be followed.
- 5.24.2 If permitting entity is silent on the number of core holes allowed, then the requirements stated in the following Sections 5.24.2 through 5.24.10 will apply.
- 5.24.3 Contractor will be allowed to drill no more than two core holes in any full concrete roadway panel. If more than two core holes are required, the panel may have to be removed

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- and replaced at the contractor's expense in accordance with the permitting entities specific requirements.
- 5.24.4 Contractor will be allowed to drill no more than two core holes in any full 10' panel bike path. If more than one core hole is required, the panel will be removed and replaced at the contractor's expense in accordance with the permitting entities specific requirements.
  - 5.24.5 The contractor will be allowed to drill no more than one core hole into any driveway panel. If more than one core hole is required, the panel will be removed and replaced at the contractor's expense in accordance with the permitting entities specific requirements.
  - 5.24.6 The contractor will be allowed to drill no more than one core hole in any sidewalk panel without replacing that sidewalk panel at the contractor's expense in accordance with the permitting entities specific requirements.
  - 5.24.7 The contractor shall not core drill into any ADA ramp or common panel without replacing the entire ADA ramp and common panel at the contractor's expense. All ADA ramp replacements require an engineer certified design at the contractor's expense. Specific requirements are determined by the permitting authority.
  - 5.24.8 All slurry from all core drilling must be removed from project site.
  - 5.24.9 All core holes shall be permanently restored within 48 hours.
  - 5.24.10 All concrete replacement shall be a IDOT C-4 at a minimum. Any roadway or bike path replaced must utilize continuous reinforced steel consistent with specific requirements of the permitting authority.
  - 5.24.11 All concrete replacement will be the full responsibility of the contractor including but not limited to materials, traffic control, and labor.

### 6. ACCEPTANCE OF CONDUIT SYSTEM

- 6.1 The contractor shall notify the Engineer a minimum of 72-hours prior to proofing of conduit system. A representative of the Owner shall be present for all conduit proofing. All acceptance testing shall be accomplished prior to installation of fiber.
- 6.2 All testing shall be conducted in conformance with manufacturer's



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recommendations. Two weeks prior to commencing testing, the contractor shall prepare a written plan for review by the Engineer listing the equipment planned to be used during testing and the sequence of testing locations. All additional work required to meet the acceptance testing, including but not limited to excavation, conduit replacement, re-testing, etc. shall be the contractor's responsibility and will not be paid as extra work.

- 6.3 As-built Documentation showing the horizontal and vertical location of the installed conduit and all conduit splice locations shall be identified on redlines and provided after the acceptance of conduit system testing have been completed and all repairs have been made.
- 6.4 Test results, including any re-testing done as a part of conduit proofing shall be documented on an appropriate report form and submitted to the Engineer for inclusion in project "as-builts".
- 6.5 The contractor shall proof test, in the presence of the Engineer all installed conduits with a mandrel no smaller than 80% of the inner diameter of the conduit being tested.
  - 6.5.1 A 600lb breakaway must be in place when pulling mandrel to ensure blockage does not exist.
- 6.6 In cases where a conduit must be excavated to repair problems related to failures in pressure testing or proofing, all ducts within the path of the excavation location must be reproofed and pressure tested after the excavation site is restored.
- 6.7 All conduits shall contain a continuous pull rope after proofing, and conduit openings are to be sealed using approved duct plugs.

## 7. VAULT MATERIALS

- 7.1 Large Vault – Owner shall provide:
  - 7.1.1 Large vault specifications:
    - Manufacturer: Old Castle or Armorcast
    - 24" x 36"
    - 30" Depth
    - Composite
    - Tier 22
    - Custom placard provided - "IMU FIBER" (See Part 16 WITNESS MONUMENTS in this Technical Specifications section.)
  - 7.1.2 Contractor to accept vaults in accordance with the location and dates as described in the contract documents and in Parts 11.9 and 11.10 of the Detailed Specifications Section.

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### 7.2 Small Vault – Owner shall provide:

#### 7.2.1 Small vault specifications.

- Manufacturer: Old Castle or Armorcast
- 13" x 24"
- 30" Depth
- Composite
- Tier 15
- Custom placard provided - "IMU FIBER" (See Part 16 WITNESS MONUMENTS in this Technical Specifications section.)

#### 7.2.2 Contractor to accept vaults in accordance with the location and dates as described in the contract documents and in Parts 11.9 and 11.10 of the Detailed Specifications Section.

## 8. VAULT INSTALLATION

### 8.1 Install the type and size of vaults at the locations indicated in the contract documents.

### 8.2 Vaults shall be installed in a neat and workmanlike manner.

### 8.3 Conduits shall be enter vault through the bottom gravel base and adhere to the specifications in Part 8.5 of the Technical Specifications below related to position and lengths of conduits inside vaults.

### 8.4 If sidewall penetration is called out in engineering drawings:

#### 8.4.1 Core drill vaults which do not contain a suitable knockout

- Core hole diameter should not be greater than ¼ inch more than the conduit outer diameter
- Cored entries must be more than 20 inches below ground level of the vault and more than 6 inches above the rock base
- Core holes must be greater than 4 inches from the corners of a rectangular vault
- Core holes are to be positioned no closer than 4 inches from another cored hole or entry port
- Conduits are to protrude no less than 4" and no more than 6" into vault openings

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- 8.4.2 Sealing conduit entry through vault walls:
- All sealing methods are to be applied to the outside wall of the vault
  - A hydraulic cement or silicone-based epoxy, approved by the Engineer can be used to seal all conduit entries
  - Contractor may seek Engineer's approval on other sealing methods
- 8.5 The contractor shall provide the following conduit protrusion into vaults:
- 8.5.1 All conduits using bottom entry shall have four (4) to six (6) Inches of protrusion above rock base.
- 8.5.2 Bottom entry conduits shall be within four (4) to six (6) inches from the vault wall to avoid protrusion near the center of the vault.
- 8.5.3 All conduits using sidewall entry shall have four (4) to six (6) inches of protrusion from wall.
- 8.6 All open conduit ends installed within the vault shall be plugged with duct plugs to prevent the intrusion of moisture, dirt, insects or rodents. Duct Plugs shall have an eyelet or other feature to enable pull-tape to be attached to the plug for easy accessibility.
- 8.7 If vaults with pre-cut conduit entries are used, the contractor is responsible for providing and sealing all unused conduit entries into the vault with mechanical plugs to prevent the intrusion of moisture, dirt, insects or rodents. The use of non-mechanical plugs, including but not limited to, spray foam and duct seal is not allowed.
- 8.8 Install ground rods with vault installation as indicated in the contract document plan set. Ground rods are generally located at test station locations and fiber cable termination points.
- 8.9 Tracer and ground wires designed to terminate at locate test stations are to be installed at the time the vault is set.
- 8.9.1 Wires are to be sufficient length to terminate at the test station locations.
- 8.9.2 Wires shall be coiled outside of the vault and protected so they are not damaged, pending the test station installation.
- 8.10 Vaults shall be set to match the grade of the unpaved ground unless otherwise shown on the plans.

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- 8.11 Vaults shall be set/oriented to allow ease of mowing around the structure. It is the intent of the plans not to install structures in paved areas.
- 8.12 Unless noted otherwise, all excavated areas to be restored to natural contours. Do not dispose of spoils in floodplains or wetlands.
- 8.13 Vaults are not to be installed in the flow lines of a ditch.
- 8.14 A coarse aggregate drain (minimum 6" depth of 1" non-compacted clean rock – provided by Contractor) conforming to the dimensions shown on the plan details shall be provided.

8.14.1 The coarse aggregate shall be placed and prior to setting of handhole.

### 8.15 Backfill

8.15.1 Contractor shall backfill vault excavations in compliance with Section 5.16 of the Technical Specifications

8.15.2 Compaction of vault excavation shall be no less than 95% within the right of way (98% in areas under existing/future pavement) of the maximum standard proctor density.

## 9. LOCATE SYSTEM, TEST STATION AND FIBER MARKER POST MATERIAL

- 9.1 The locate system will use a tracer wire installed within the conduit as the locate conductor between splice and termination points.
- 9.2 Owner shall provide:
  - Ground rods/clamps: 4'
- 9.3 Contractor shall provide the following materials:
  - Fiber Marker Posts with custom label
  - Test Stations Marker Posts with custom label
  - Tracer wire: copper clad #12 AWG, PE-30 insulation, ORANGE or GREEN in color
  - Ground wire: #6 AWG, soft drawn cooper – bare
  - 3M Scotchrap Corrosion Protection Tape
  - Tracer wire labels
- 9.4 Fiber Marker Post shall be:
  - Rhino TriView Markers; custom labeled or equivalent.
  - 7' length
  - Orange in color for telecommunications application.

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- Custom printed label shall be done through a silk screen process with UV resistant enamel inks.
    - Label shall read: IMU FIBER with underground service alert and 811 information.
- 9.5 Fiber Marker Post with Test Station shall be:
- Rhino TriView Markers w/ Test Stations; custom labeled or equivalent.
  - 7' length
  - Orange in color for telecommunications application.
  - Custom printed label shall be done through a silk screen process with UV resistant enamel inks.
    - Label shall read: IMU FIBER with underground service alert and 811 information.
- 9.6 The Contractor shall provide all other incidental materials to complete the installation.
- 9.7 Ground wire (#6 AWG, soft drawn bare copper is used to ground the FOC sheath at termination points and connect the ground rod to the ground wire lug on the Test Stations.

### 10. LOCATE SYSEM, TEST STATION AND FIBER MARKER POST INSTALLATION

- 10.1 The locate network is designed to use the #12 AWG, PE-30 insulation, ORANGE or GREEN in color as a locate conductor for the path and is tied into test stations using a Tracer Wire.
- 10.2 Ground Rods shall be installed inside vaults at each mid-span test station location, splice case locations and at fiber optic cable (FOC) terminations points as identified in the contract plan set.
- 10.2.1 Ground rod is installed inside the adjacent vault
  - 10.2.2 Ground rod shall be positioned within four (4) inches of the vault inside corner and protrude no less than four (4) inches, no more than six (6) inches above the rock base.
- 10.3 Contractor supplied tracer wire is used to connect to the test stations circuit positions.
- 10.4 Tracer and ground wire shall be installed as a continuous piece of conductor with no splices.

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- 10.4.1 If splices are required to connect to existing tracer wire, an approved splice is to be used and environmentally sealed using Scotchrap tape applied to cleaned tracer wires.
- 10.5 Contractor shall install Test Stations at locations called out in the contract's plan set. These are located at all rural splice locations and the mid-points between splices when distances are greater than 10,000 feet in length.
- 10.6 Fiber marker post with and without test stations are to be placed during the conduit installation.
- 10.6.1 Posts are to be located at specific locations identified in the contract document, notwithstanding additional locations determine during the installation of the conduit. The general guidelines for placement location are defined as follows:
- 10.6.1.1 Fiber Test stations are placed at each fiber splice location and the mid-point between splices when distances are greater than 10,000' between splices, or as identified within the plan sets.
- 10.6.1.2 Fiber Marker posts are placed in rural environment no more than 1000' apart, and at all turns in conduit, vault locations, road crossing, culvert locations, underground pipelines, and at points along route path where any adjacent marker is not visible due to obstructions.
- 10.7 Test stations are to be installed according to manufacture's installation specifications with a 4' ground rod installed within the adjacent vault as described in section 10.2 above, and the tracer and ground wire (#6 Ga soft drawn copper) connected to the appropriate test station lugs. Refer to the Test Station Detail Plans Sheet B.02.
- 10.8 Test stations are to be positioned at the back of the ROW and perpendicular to the vault position.
- 10.9 Test station post shall have a custom label, identifying the IMU Fiber as owner of facility, affixed to the test station post at the time of installation. The test station post surface is to be cleaned of dirt and dust prior to label installation.
- 10.10 Tracer wires shall be identified at the Test Station with labels indicating the conduit system and the direction of the runs of the tracer wire for the specific conduit system at every test station. Example of marking:
- North, South, East or West

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- Southwest, etc.

10.11 Installation of any shield bond clamps, tracer wires, ground wires, ground rods and corrosion protection tape are incidental to the cost of the connected items of work.

### 11. LOCATE SYSEM, AND TEST STATION ACCEPTANCE

- 11.1 The contractor shall notify the Engineer seven (7) days prior to the date the system will be ready for acceptance. A representative of the Owner shall be present for all electrical continuity testing and functionality of the locate system.
- 11.2 Upon authorization of the Engineer, test the electrical continuity and functionality of the locate system and to demonstrate the locate system is working properly throughout the entire locate system. The Engineer will witness a random sampling of Contractor's testing. If Contractor cannot verify continuity during Engineer's presence, witnessing of a larger percentage of the system will be required. All locate system testing shall be performed using testing equipment that will verify that the tracer wire, and subsequent FOC route, are locatable at a frequency of 512 Hz (low frequency). Any failure or malfunction of the locate system during the electrical continuity test shall be corrected at the Contractor's expense and the system retested after corrective action has taken place.

### 12. FIBER CABLE MATERIAL

- 12.1 Owner shall provide all fiber cable for project.
- 12.2 Fiber optic cable shall conform to the following specifications:
- 12.2.1 The fiber optic cable shall be single armor jacketed, loose tube or ribbon construction.
- Fiber Counts: 12, 24 and 96 fiber strands
  - Single mode, reduced water peak
  - Inside sheath water repellent shall be a dry type and non- gel filled.
  - Maximum attenuation (dB per km):
    - -0.35dB @ 1310nm
    - -0.35dB @ 1383nm
    - -0.25dB @ 1490nm
    - -0.25dB @ 1550nm
    - -0.25dB @ 1625nm
  - Typical attenuation (dB per km):
    - -0.34dB @1310nm
    - -0.34dB @ 1383nm
    - -0.19dB @ 1490nm
    - -0.19dB @ 1550nm

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- -0.19dB @ 1625nm
  - Cladding Diameter:  $125.0\mu\text{m} \pm 0.9\mu\text{m}$
  - Coating Diameter:  $250 \pm 10$  microns
- 12.2.2 Owner requires Contractor to pretest fiber at 1310 and 1550 wavelengths before leaving storage yard to verify it meets specification. Copy of test results will need to be sent to Engineering firm.
- 12.3 Contractor shall supply cable ID tags and tags are to be approved by Engineer
- 12.3.1 Tags shall be write-on type.
- 12.3.2 WHITE in color.
- 12.3.3 Tags shall have a minimum write -on space of 1 1/8" x a 7/8"
- 12.3.4 Tags shall contain an integral zip tie to fasten to cables up to 1" in diameter
- 12.4 Contractor shall follow all requirements for material handling and acceptance as detailed in Part 11 and its subparts of DETAILED SPECIFICATIONS Section.

### 13. FIBER CABLE INSTALLATION

- 13.1 Contractor assumes responsibility of the fiber cable upon receipt until acceptance by Owner.
- 13.2 Contractor shall handle all cables with the necessary precaution to prevent any damage to the sheath of the cable while storing, moving, pulling or installing the cable. Any cable which is damaged by the Contractor will need to be replaced by the Contractor at their expense.
- 13.3 Contractor shall install fiber cable with planned slack loops according to the contract document.
- 13.4 Fiber may be pulled or blown.
- 13.4.1 If pulled, Contractor shall pull the cable at the recommended pounds of dynamic tension by manufacturer. Contractor shall use safeguards such as adjustable slip clutch capstan winches or pulling dynamometers. Contractor shall be responsible for proving that all safeguards have been calibrated and demonstrate their functionality. An appropriately rated break-away must be used.
- 13.4.2 Contractor may utilize a cable lubricant to reduce pulling tension, which has been accepted by Engineer.
- 13.5 Fiber cables terminating at splice location shall have a minimum of 50' of slack or a longer length as field conditions require in order to reach splice trailer.
- 13.6 Fiber cables are to be marked at all handholes with the cable size and direction of the fiber . Approved tags supplied by contractor are affixed to the FOC using zip ties.
- 13.7 Contractor shall record sequential footage stamp of fiber cable, entering into



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- and going out of, all vault locations by marking up redlined construction prints.
- 13.8 Contractor shall avoid bends of small radii and twists that may damage the fiber optic cable.
- 13.9 Contractor shall not bend cable in a radius, during installation or storage, less than twenty (20) times the outside diameter of the cable. Contractor shall adhere to manufacture's recommended maximum bend radius if more stringent.
- 13.9.1 Contractor shall use pulleys, sheaves, radius wheels, or other devices to meet this requirement.
- 13.10 Contractor shall dispose of all reels in an appropriate manner. Any unused cable shall be returned to Owner or as directed by the Owner's field representative. Contractor shall properly dispose of any cable determined to be "unusable" by an Owners field representative.
- 13.10.1 Contractor shall provide the Owner two (2) day notice before returning reels or unused fiber.
- 13.11 Damage to the FOC shall be reported to the Engineer immediately. Engineer will consult with Owner and direct Contractor with a course of action. Contractor is responsible for materials and labor to facilitate repairs or replacement of the damaged FOC.

### 14. AS-BUILT DOCUMENTATION

- 14.1 Contractor shall supply as-built redlined set of plan sheets showing the horizontal and vertical locations of all conduit, conduit couplers, fiber marker posts, test stations, vaults, and all changes in conduit paths greater than 30 degrees constructed with this project. As-built information shall be provided to the Engineer to be included in design plans to create the Owner's as-built documents.
- 14.2 Contractor shall record all sequential footage as imprinted on FOC sheath, going into and exiting, vaults or splice cases on the redline drawings provided to support the as-built of the fiber cable network.
- 14.3 Contractor shall supply location of FOC and conduit splice locations and other attributes as requested by the engineer by marking up redline drawing plan set.
- 14.4 Contractor shall provide an elevation points at 10 feet increments along each path where underground conduit installation which exceeds 6' in depth. These are recorded on the redlines at the minimum, at the beginning/end points and maximum depth point. Redlines should clearly identify the geographic extents of the deep bores location.

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### **15. GUARANTEE**

- 15.1 In addition to warranties or guarantees on specific equipment listed elsewhere in these specifications, the Contractor shall fully guarantee the installation furnished as part of the contract against Contractor-provided defective materials, equipment, and workmanship for 12 months. Should any defect develop under normal and proper operating conditions within these specified periods after acceptance of the completed installation by the Owner, this malfunction shall be corrected by, and at the expense of the Contractor, including all labor, materials, and associated costs.
- 15.2 This guarantee shall be provided in writing on Company or Corporation letterhead stationery by the Contractor to the Owner prior to final acceptance.

### **16. WITNESS MONUMENTS**

- 16.1 Owner will provide any needed placards for vault lids. The Contractor shall permanently affixed placard to the vault lid. The placard "IMU FIBER" shall be displayed on lids of all vaults via placard placed at time vault is installed.
- 16.2 Fiber marker posts shall be installed with custom labeling "IMU Fiber". Contractor shall apply the custom label to the post at time of installation.
- 16.3 Fiber marker post with integrated fiber optic test station shall be erected at vaults as detailed in the plans. Contractor shall apply the custom label "IMU Fiber" to the post at time of installation.

### **17. REPLACING DAMAGED IMPROVEMENTS**

- 17.1 Improvements such as sidewalks, curbs, driveways, roadway pavement, drainage tiles and any other improvements removed, broken, or damaged by the Contractor shall be replaced or reconstructed with the same kind of materials found on the work or with materials of equal quality at the Contractor's expense. The new work shall meet the requirements of each permitting jurisdictions' standards and specifications. If additional pavement removal is required other than a standard box out, full panel removal and replacement will be required. No partial panel removal will be allowed. This cost shall be incidental to the cost of applicable related bid items.
- 17.2 Refer to section 21. RESTORATION for restoration requirements.
- 17.3 The Contractor shall preserve in place existing monumentation including property pins. The contractor shall be responsible for the repair or replacement of all removed, broken, or damaged monumentation in accordance with the Iowa code.

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## 18. RESTORATION

- 18.1 Temporary or permanent restoration of impacted areas, as described herein, shall be required upon the cessation of all construction activities planned or otherwise, within 7 calendar days.
- 18.2 All work impacting parkways, driveways or sodded areas shall be restored to their original condition, the impacted areas shall be left in a neat and presentable manner within 48 hours following the completion of construction activities in the area.
- 18.3 Concrete sidewalks, pavements, base courses and bituminous surfaces shall be replaced with new materials within 48 hours of removal of original material.
  - 18.3.1 Repairs shall be completed in accordance with the 2021 edition of the “Iowa Statewide Urban Design and Specification (SUDAS)” section 7010, 7030, and 7040 as well as any specifications published by permitting authorities.
  - 18.3.2 Local permit jurisdictions may have more stringent requirements in which case, the local requirements are to take precedent.
- 18.4 Topsoil, crushed stone, and gravel shall be replaced immediately and shall be free of all construction debris.
- 18.5 Restoration areas requiring seed or sod shall follow procedures as required and in accordance with the 2022 edition of “Iowa Statewide Urban Design and Specification (SUDAS)” Sections 9010 and 9020. The Contractor shall adhere to all SUDAS requirements including preparation, fertilizing, installation, maintenance, clean up, and acceptance.

Restoration areas requiring seed or sod shall adhere to the following additional requirements:

- 18.5.1 Permanent seeding and sodding shall be permitted between April 15<sup>th</sup> through June 15<sup>th</sup> and between August 10<sup>th</sup> through October 15<sup>th</sup> only.
- 18.5.2 Restoration for all disturbed areas not within the permitted seeding and sodding times shall be considered temporary and shall utilize hydromulch for stabilization. Temporary seeding shall be included with hydromulch and must occur immediately upon completion of land disturbing activity or when said activities will not occur for 14 calendar days.
- 18.5.3 Area preparation shall require a minimum of three inches of

## TECHNICAL SPECIFICATIONS

new topsoil for all disturbed areas.

- 18.5.4 Restoration for any single area exceeding 100 square feet in a groomed area and areas within any municipal boundaries shall require sod.
- 18.5.5 Disturbed areas that require sod shall be prepared with straight edge lines to abut new sod; new sod shall be installed flush to undisturbed areas.
- 18.5.6 Contractor shall be responsible for watering of new sod in accordance with supplier recommendations and the following:
- 18.5.7 New sod shall be watered within one hour of placement.
- 18.5.8 Sod shall be watered a minimum of twice daily for a duration of twenty minutes or as required to adequately maintain moisture levels. Daily watering shall be maintained for a minimum of 14 days or until such time as required for establishment of proper rooting.
- 18.5.9 Once rooting is established the Contractor shall be responsible for daily maintenance and watering for a minimum of 10 calendar days.
- 18.5.10 Restoration for groomed areas and areas within any municipal boundaries not exceeding 100 square feet shall require seeding; all seeding shall utilize United Seed Inc. Rescue + Tall Fescue/Bluegrass Mix or optionally, Super Turf II may be used.
- 18.5.11 Contractor shall be responsible for maintenance and watering as recommended by seed supplier.
- 18.6 Hydromulch is acceptable for use as permanent and temporary stabilization in urban environments.
- 18.7 Matting is an acceptable medium for use as a permanent and temporary stabilization in rural environments.
- 18.8 Seeding and mulching shall be considered as separate operations.
- 18.9 All operations, construction, and material as required for restoration are part of the unit costs associated with vault and conduit installations.
- 18.10 All restoration shall have 70% germination to be deemed acceptable.

## **TECHNICAL SPECIFICATIONS**

### **19. REMEDIATION OF AUDIT, AND CLIENT/CUSTOMER COMPLAINTS**

- 19.1 Engineer will provide Contractor access to a map-based application for recording all construction deficiencies and customer complaints, which can be used on a mobile device or on a desktop.
- 19.2 Engineer will provide contractor with audit reports of deficiencies real-time and generate weekly Excel reports which will be sent to Contractor.
- 19.3 Contractor will be required to update remediation actions in a real-time mode using the mobile or desktop application. The remediations shall include the following:
  - 19.3.1 Detailed description of resolution
  - 19.3.2 Indicate who completed the corrections
  - 19.3.3 Date of corrections
  - 19.3.4 Photographic evidence that item has been remedied. This may require multiple photographs.
- 19.4 Customer Complaint will be registered in the application as well.
  - 19.4.1 New events will be provided to Contractor as they occur via email or phone call.
  - 19.4.2 Contractor will prioritize these complaints and provide resolutions including, photographic evidence, date and time complaint was resolved.

### **20. MEASUREMENT AND PAYMENT**

- 20.1 Method of Measurement and Basis of Payment
  - 20.1.1 CONDUIT, FURNISH AND INSTALL . Paid on a unit price basis. Measurement for all conduit shall be per linear foot on a horizontal plain for the bid item Conduit, Furnish and Install. Measurements for partial payment will be based on plan quantities of the initial conduit design. Measurement for final payment will be based on a horizontal plain of final conduit alignment based on GPS coordinates, taken by Engineer, of path provided by Contractor's ground markings/stakings. Measurement will be in linear feet of HDPE conduit installed from center of vault to center of vault or conduit splice point or between conduit splice points. The unit price shall be full compensation for installing the conduit identified in contract plan set, trenching/excavation for bore pits, trenching/excavation/potholing at all locations where new conduit crosses an existing public or private utility (including water mains, storm sewers, or gas mains), conduit mounting on new or existing infrastructure, backfilling, excavation protection, removals, protection of existing utilities, staking of constructed path, final ground restoration, and furnishing all

## TECHNICAL SPECIFICATIONS

incidental material, labor, equipment, and other incidental items necessary to meet the requirements of the contract documents. Material costs for and installation of duct splice coupler, duct plugs or caps shall be incidental to the cost of the conduit and sealants. Payment will be made based on the following schedule: 80% upon installation of conduit in new or existing vaults or conduit splice locations; 20% upon successful proofing the conduit.

- 20.1.2 LARGE VAULT, INSTALL ONLY: Paid on a unit price basis. Measurement will be counted for each unit installed per the contract documents. The unit price shall be full compensation for receipt of vault from Owner, stockpiling, protection, excavation, furnishing bedding material, installing the VAULT, placing bedding and backfill material, compaction, excavation protection, removals, potholing utilities, protection of existing utilities, sealants, application of placard, lids with standard correctly sized bolt, and final ground restoration, furnishing all material, labor, equipment, and other incidental items necessary to meet the requirements of the contract documents. The supply and installation of approved compounds or materials to seal all conduit entries into the vault, if side entry is required, shall be incidental to the cost of installing the vault. The supply and installation of any ground rods and ground wire as called for within plans. Payment will be made based on acceptable vault installation as determined by the Engineer.
- 20.1.3 SMALL VAULT, INSTALL ONLY: Paid on a unit price basis. Measurement will be counted for each unit installed per the contract documents. The unit price shall be full compensation for receipt of vault from Owner, stockpiling, protection, excavation, furnishing bedding material, installing the VAULT, placing bedding and backfill material, compaction, excavation protection, removals, potholing utilities, protection of existing utilities, sealants, application of placard, lids with standard correctly sized bolt, and final ground restoration, furnishing all material, labor, equipment, and other incidental items necessary to meet the requirements of the contract documents. The supply and installation of approved compounds or materials to seal all conduit entries into the vault, if side entry is required, shall be incidental to the cost of installing the vault. The supply and installation of any ground rods and ground wire as called for within plans. Payment will be made based on acceptable vault installation as determined by the Engineer.
- 20.1.4 FIBER OPTIC CABLE, INSTALL ONLY: Paid on a unit price basis. Measurement for all fiber shall be based upon per linear

## TECHNICAL SPECIFICATIONS

foot of fiber placed for the bid item FIBER OPTIC CABLE, , INSTALL ONLY. Measurements shall be based upon the fiber optic cable sheath sequentials from the beginning to the end of the fiber span. The unit price shall be full compensation for reel testing, receipt of fiber optic cable from supplier, stockpiling, protection, fiber pulling into duct system placed by Contractor, sealants, application of tags, furnishing all material, labor, equipment, and other incidental items and labor necessary to meet the requirements of the contract documents. The supply and installation of approved compounds or materials to install and seal all fiber cables shall be incidental to the cost of installing the fiber. Payment will be made based on the following schedule: 90% upon installation of fiber in the conduit infrastructure; 10% upon delivery of acceptable redline as-builts with sequentials . An exception to sheath footage measurement is in Division 2 where a 975' slack coil is left for aerial installation to be performed by Owner. In this fiber span, measurement will be made from vault at terminating site to the beginning of aerial slack coil.

20.1.5 TRACER WIRE FURNISH AND INSTALL: Paid on a unit price basis. Measurement for all tracer wire shall be per linear foot on a horizontal plain for the bid item Tracer Wire, Furnish and Install. Measurements for partial payment will be based on plan quantities of the initial conduit design. Measurement for final payment will be based on a horizontal plain of final conduit alignment based on GPS coordinates, taken by Engineer, of path provided by Contractor's ground markings/stakings. Measurement will be in linear feet of tracer wire based on the length of the conduit which it is installed. The unit price shall be full compensation for installing the tracer wire within the conduit identified in contract plan set, installing ground rods and furnishing all incidental material, labor, equipment, and other incidental items necessary to meet the requirements of the contract documents. Material costs for and installation of any tracer wire splices, tracer tag labels, sealing materials or connectors or lugs plugs shall be incidental to the cost of installing the tracer wire. Payment will be made based on the following schedule: 80% upon installation of tracer wire; 20% upon successful proofing the tracer system.

20.1.6 FIBER MARKER POST WITH TEST STATIONS, FURNISH AND INSTALL: Paid on a unit price basis. Measurement shall be counted for each unit installed per the contract documents. The unit price will be full compensation for installing test station/marker post, tracer and ground wires, preparation of clamps, wire terminations and wire labeling and ground rod connections, and custom label application. The supply and

## TECHNICAL SPECIFICATIONS

installation of approved compounds or materials to install and set fiber marker post with test station shall be incidental to the cost of installing the fiber marker post with test station. Payment will be made based on the following schedule: 80% upon acceptable installation of fiber marker posts with wired test stations; 20% upon successful testing of tracing system and delivery of redline as-builts of marker post.

**20.1.7 FIBER MARKER POST, FURNISH AND INSTALL:**  
Paid on a unit price basis. Measurement shall be counted for each unit installed per the contract documents. The unit price will be full compensation for labor and materials required in installing marker post and custom label application. The supply and installation of approved compounds or materials to install and set the fiber marker post shall be incidental to the cost of installing the fiber marker post. Payment will be made based on the following schedule: 80% upon acceptable installation of fiber marker posts; 20% upon delivery of acceptable redline as-builts of marker post locations.



# TECHNICAL SPECIFICATIONS

## 21. INCIDENTAL CONTRACT ITEMS

The following list includes, but is not limited to other items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under specific bid items. Items of work not specifically identified are considered incidental.

- Dewatering
- Handling stormwater flow during construction
- Temporary sheeting and shoring
- Field testing/Material testing
- Construction fencing
- Excavation and verification of existing utilities
- Pipe and structure bedding material
- Maintaining sanitary sewer service to users
- Maintaining water service to users
- Coordination and cooperation with other Contractors
- Coordination and cooperation with utility companies
- Coordination and cooperation with property owners
- Coordination and cooperation with the City of Indianola and Warren County.
- Protection of existing trees and plantings not shown within the construction limits
- Temporary haul roads
- Grubbing the plow path route

# **FORMS**

**NOFA 7 PHASE #1**

**INDIANOLA, IOWA  
PROJECT NO. 2022-NOFA7-PHASE1**

## **FORMS INDEX**

- |                                          |                                                  |
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| <b>1. INDEX</b>                          | <b>8. FORM OF PARTIAL WAIVER OF LIEN</b>         |
| <b>2. NOTICE OF AWARD</b>                | <b>9. FORM OF FINAL WAIVER OF LIEN</b>           |
| <b>3. NOTICE TO PROCEED</b>              | <b>10. CERTIFICANT OF SUBSTANTIAL COMPLETION</b> |
| <b>4. SHOP DRAWING TRANSMITTAL FORM</b>  | <b>11. CERTIFICATE OF FINAL COMPLETION</b>       |
| <b>5. FORM OF CHANGE ORDER</b>           | <b>12. CERTIFICATE OF PARTIAL ACCEPTANCE</b>     |
| <b>6. APPLICATION FOR PAYMENT 1 OF 2</b> |                                                  |
| <b>7. APPLICATION FOR PAYMENT 2 OF 2</b> |                                                  |

## FORMS

|                                                                                                                                                                                              |                                             |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------|
|  <p><b>INDIANOLA MUNICIPAL UTILITIES</b><br/> <b>IMU</b><br/>         Electric • Communications • Water</p> | <h1 style="margin: 0;">NOTICE OF AWARD</h1> |                |
| PROJECT: NOFA 7 Phase 1                                                                                                                                                                      | PROJECT NO.: IMU-NOFA 7 Phase 1             | RESOLUTION NO. |
|                                                                                                                                                                                              |                                             | APPROVAL DATE: |
| TO:                                                                                                                                                                                          |                                             | DATE:          |
| DESCRIPTION OF WORK:                                                                                                                                                                         |                                             |                |

Indianola Municipal Utilities has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids dated \_\_\_\_\_, 2022

You are hereby notified that your Bid has been accepted for items in the amount of \$\_\_\_\_\_ ("Contract Sum").

You are required by the IFB and Contract Documents to execute the Construction Contract and furnish the required Contractor's Performance, Payment, Maintenance and Warranty Bond and provide the required Certificates of Insurance and other insurance documentation as required by the General Conditions on or before 20\_\_\_\_, in accordance with the Contract Documents.

If you fail to execute said Contract, to furnish said Bond, or to file with required insurance documentation on or before the above stated date, said Indianola Municipal Utilities will be entitled to consider your Bid as abandoned. Indianola Municipal Utilities will be entitled to such other rights as may be granted by law. Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents. You are required to return an acknowledged copy of this Notice of Award to Indianola Municipal Utilities.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Indianola Municipal Utilities  
 County of Warren, State of Iowa

\_\_\_\_\_  
 Project Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

## FORMS

|                                                                                                                                                                                              |                                               |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------|
|  <p><b>INDIANOLA MUNICIPAL UTILITIES</b><br/> <b>IMU</b><br/>         Electric • Communications • Water</p> | <h3 style="margin: 0;">NOTICE TO PROCEED</h3> |             |
| PROJECT: NOFA 7 Phase 1                                                                                                                                                                      | PROJECT NO.: IMU-NOFA 7 Phase 1               | DATE:       |
|                                                                                                                                                                                              |                                               | PAGE 1 OF 1 |
| TO:                                                                                                                                                                                          |                                               |             |
| DESCRIPTION OF WORK:                                                                                                                                                                         |                                               |             |

You are hereby notified to commence Work in accordance with the Construction Contract dated \_\_\_\_\_, 2022, and you are to complete the Work within \_\_\_\_\_ consecutive calendar days after the date of this Notice to Proceed ("Contract Time"). Therefore, the date for completed Work is \_\_\_\_\_, 2022

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

Indianola Municipal Utilities,  
 County of Warren, State of Iowa

\_\_\_\_\_  
 Project Manager

#### ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR

This \_\_\_\_ day of \_\_\_\_\_ 2022 .

BY: \_\_\_\_\_

## FORMS

Note: This form will be provided electronically by Engineer and used for all Transmittals

### SAMPLE: SHOP DRAWING TRANSMITTAL FORM ( page 1 of 2)

|                                   |                                              |                                                    |
|-----------------------------------|----------------------------------------------|----------------------------------------------------|
| <b>Project:</b><br>NOFA 7 Phase 1 | <b>Project Number:</b><br>IMU-NOFA 7 Phase 1 | <b>Date:</b> <a href="#">Enter or select date.</a> |
|-----------------------------------|----------------------------------------------|----------------------------------------------------|

TO:

|               |                                   |
|---------------|-----------------------------------|
| <b>Name:</b>  | <a href="#">Choose from list.</a> |
| <b>Email:</b> | <a href="#">Choose from list.</a> |

|                                                |                                                                  |
|------------------------------------------------|------------------------------------------------------------------|
| <b>Transmittal Number:</b>                     | <a href="#">Enter transmittal number.</a>                        |
| <b>1<sup>st</sup> Submittal</b>                | <b>Engineer Outcome:</b> <a href="#">Choose from list.</a>       |
| <b>Resubmittal</b>                             | <b>Engineer Outcome:</b> <a href="#">Choose from list.</a>       |
| <b>Previous Transmittal Number:</b>            | <a href="#">Click here to enter previous transmittal number.</a> |
| <b>Bid Form Item Number<br/>(if relevant):</b> | <a href="#">Enter bid form item if relevant.</a>                 |

|                                            |                                                                            |
|--------------------------------------------|----------------------------------------------------------------------------|
| <b>Manufacturer:</b>                       | <a href="#">Enter manufacturer.</a>                                        |
| <b>Manufacturer Part Number:</b>           | <a href="#">Enter part number.</a>                                         |
| <b>Description of Equipment:</b>           | <a href="#">Enter description.</a>                                         |
| <b>Mfr Product Info Sheet Attached?</b>    | <b>Note:</b> Please attach the applicable manufacturer product info sheet. |
| <b>Mfr Product Website (if applicable)</b> | <a href="#">Paste manufacturer website here.</a>                           |

As stated in the Contract Documents, the undersigned Contractor's submission of these Shop Drawings or samples shall constitute a representation to Indianola Municipal Utilities that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed and coordinated each Shop Drawing or sample with the requirements of the Work, the General Conditions to Construction Contract, and the Contract Documents and he represents to Indianola Municipal Utilities that item(s) described by these Shop Drawings do comply with the requirements of the Contract Documents. The undersigned Contractor certified that the Equipment included in this submittal complies with the latest requirements of the Occupational Health and Safety Act of 1970 including any standards or regulations established by the U.S. Secretary of Labor in administration of said Act.

Capitalized terms used herein and not otherwise defined shall have the definitions assigned in the Contract Documents.

|                                         |                                                 |
|-----------------------------------------|-------------------------------------------------|
| <b>Firm Name:</b>                       | <a href="#">Click to enter firm name.</a>       |
| <b>Authorized Contractor Name:</b>      | <a href="#">Click to enter authorized name.</a> |
| <b>Authorized Contractor Signature:</b> |                                                 |

## FORMS

|                                                                                                                                                                                    |                                          |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------|
|  <p><b>INDIANOLA MUNICIPAL UTILITIES</b><br/><b>IMU</b><br/>Electric • Communications • Water</p> | <h1 style="margin: 0;">CHANGE ORDER</h1> |                  |
| PROJECT: NOFA 7 Phase 1                                                                                                                                                            | PROJECT NO.: IMU-NOFA 7 Phase 1          | CHANGE ORDER NO. |
|                                                                                                                                                                                    |                                          | CONTRACT DATE:   |
| TO:                                                                                                                                                                                |                                          | DATE:            |
| <b>DESCRIPTION OF ORIGINAL WORK:</b>                                                                                                                                               |                                          |                  |

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by the Contractor without changing the terms of the Contract, except as herein stipulated and agreed.

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

| <i>CHANGE TO CONTRACT SUM</i>                                                              | AMOUNT /<br>DATED / AVG |
|--------------------------------------------------------------------------------------------|-------------------------|
| Original CONTRACT SUM                                                                      | \$                      |
| Current CONTRACT SUM adjusted by Change Orders thru                                        | \$                      |
| The CONTRACT SUM due to this Change Order will be (Increased) (Decreased)                  | \$                      |
| The new CONTRACT SUM including this Change Order will be                                   | \$                      |
| <i>CHANGE TO CONTRACT TIME</i>                                                             |                         |
| Current CONTRACT Completion Date                                                           |                         |
| CONTRACT TIME will be (Increased)(Decreased)(Unchanged) by this number of<br>Calendar days |                         |
| The DATE for completion of all WORK (Amended Contract Time) will be                        |                         |

**RECOMMENDED FOR ACCEPTANCE:**

PROJECT MANAGER: \_\_\_\_\_

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

**ACCEPTED:**

CONTRACTOR: \_\_\_\_\_

INDIANOLA MUNICIPAL UTILITIES

BY: \_\_\_\_\_

BY: \_\_\_\_\_,

Project Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## FORMS

Note: This form to be provided electronically – Sample Only

|                                                                                   |                                                         |                              |
|-----------------------------------------------------------------------------------|---------------------------------------------------------|------------------------------|
|  | <h3 style="margin: 0;">APPLICATION FOR<br/>PAYMENT</h3> |                              |
| PROJECT:<br>NOFA 7 Phase 1                                                        | PROJECT NO.:<br>IMU-NOFA 7 Phase 1                      | PERIOD ENDING:               |
|                                                                                   |                                                         | ORIGINAL CONTRACT SUM:       |
| Date:                                                                             | Application No.:                                        | CHANGE ORDER ADJUSTMENT:     |
| PAGE 1 of 2                                                                       |                                                         | CURRENT CONTRACT SUM AMOUNT: |

|                    |
|--------------------|
| <b>CONTRACTOR:</b> |
|--------------------|

| SUMMARY OF CONTRACT                                                                | AMOUNT |
|------------------------------------------------------------------------------------|--------|
| 1. Total accumulated Work on original Contract to date                             | \$     |
| 2. Extra work by approved Change Order to date                                     | \$     |
| 3. Materials stored                                                                | \$     |
| 4. Total accumulated work to date (Items 1 through 3)                              | \$     |
| 5. Less: Retainage of five percent (5%) up to a maximum 5% of current Contract Sum | \$     |
| 6. Net amount earned to date                                                       | \$     |
| 7. Less: Amount of previous payment                                                | \$     |
| BALANCE DUE THIS REQUEST                                                           | \$     |

The undersigned Contractor certifies to the best of his 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 him/her for Work for which previous Applications for Payment were issued and payments received from the City; and that current payment shown herein is now due.

\_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CONTRACTOR

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Project Manager certifies that the Work has progressed to the point indicated; that to the best of his/her knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the Amount Certified below.

AMOUNT APPROVED FOR PAYMENT \$ \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_  
 PROJECT MANAGER                      DIRECTOR

## FORMS

|                                                                                   |                                                         |                         |                    |
|-----------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------|--------------------|
|  | <b>Application for Payment<br/>(Continuation Sheet)</b> |                         |                    |
| <b>PROJECT:</b><br>NOFA 7 Phase 1                                                 | <b>PROJECT NO.:</b><br>IMU-NOFA 7 Phase 1               | <b>APPLICATION NO.:</b> |                    |
|                                                                                   |                                                         | <b>DATE:</b>            | <b>PAGE 2 OF 2</b> |

| ITEM NO. | DESCRIPTION | BID ITEMS          |       |            |                 | WORK COMPLETED TO DATE |            |      |                 |            |
|----------|-------------|--------------------|-------|------------|-----------------|------------------------|------------|------|-----------------|------------|
|          |             | ESTIMATED QUANTITY | UNITS | UNIT PRICE | EXTENDED AMOUNT | QUANTITY               | UNIT PRICE | UNIT | EXTENDED AMOUNT | % Complete |
| 1        |             |                    |       |            |                 |                        |            |      |                 |            |
| 2        |             |                    |       |            |                 |                        |            |      |                 |            |
| 3        |             |                    |       |            |                 |                        |            |      |                 |            |
| 4        |             |                    |       |            |                 |                        |            |      |                 |            |
| 5        |             |                    |       |            |                 |                        |            |      |                 |            |
| 6        |             |                    |       |            |                 |                        |            |      |                 |            |
| 7        |             |                    |       |            |                 |                        |            |      |                 |            |
| 8        |             |                    |       |            |                 |                        |            |      |                 |            |
| 9        |             |                    |       |            |                 |                        |            |      |                 |            |
| 10       |             |                    |       |            |                 |                        |            |      |                 |            |

|                         |  |                         |  |
|-------------------------|--|-------------------------|--|
| SUBTOTAL THIS SHEET     |  | SUBTOTAL THIS SHEET     |  |
| GRAND TOTAL (LAST PAGE) |  | TOTAL COMPLETED TO DATE |  |



## FORMS

|                                                                                                                                                                       |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <br>INDIANOLA MUNICIPAL UTILITIES<br><b>IMU</b><br>Electric • Communications • Water | <b>PARTIAL WAIVER OF LIEN</b>          |
|                                                                                                                                                                       | <b>Project No.:</b> IMU-NOFA 7 Phase 1 |

**To All Whom** it May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_ to furnish labor and materials for (B) \_\_\_\_\_ work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) \_\_\_\_\_ in the city of Indianola and surrounding areas, in County of Warren, State of Iowa, of which Indianola Municipal Utilities is the owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for and in consideration of the sum of (E) \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from Indianola Municipal Utilities, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) \_\_\_\_\_  
(Name of sole ownership, corporation, or partnership)

(Affix corporate

SEAL here)

\_\_\_\_\_  
(Signature of Authorized Representative)

Title:

\_\_\_\_\_

### **INSTRUCTIONS FOR PARTIAL WAIVER**

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

## FORMS

|                                                                                                                                                                       |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <br>INDIANOLA MUNICIPAL UTILITIES<br><b>IMU</b><br>Electric • Communications • Water | <b>FINAL WAIVER OF LIEN</b>            |
|                                                                                                                                                                       | <b>Project No.:</b> IMU-NOFA 7 Phase 1 |

To All Whom it May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_ to furnish labor and materials for (B) \_\_\_\_\_ work, under a contract (C) \_\_\_\_\_ for the improvement of the premises described as (D) \_\_\_\_\_ in the City of Indianola and surrounding areas, in County of Warren, State of Iowa, of which Indianola Municipal Utilities is the owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for and in consideration of the sum of (E) \_\_\_\_\_ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, the improvements thereon, and on the monies or other considerations due or to become due from Indianola Municipal Utilities, by virtue of said contract, on account of labor, service, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) \_\_\_\_\_  
(Name of sole ownership, corporation, or partnership)

(Affix corporate  
SEAL here)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

### INSTRUCTIONS FOR FINAL WAIVER

- (A) Name person or form with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

# FORMS

|                                                                                   |                                                       |                                                                            |  |                 |
|-----------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------|--|-----------------|
|  |                                                       | <p align="center"><b>CERTIFICATE OF<br/>SUBSTANTIAL<br/>COMPLETION</b></p> |  |                 |
| PROJECT: NOFA 7 Phase 1                                                           |                                                       | PROJECT NO.: IMU-NOFA 7 Phase 1                                            |  | CONTRACT NO.:   |
|                                                                                   |                                                       |                                                                            |  | CONTRACT DATE:  |
| SUBSTANTIAL COMPLETION DATE:                                                      |                                                       | CONTRACTOR:                                                                |  | CONTRACT PRICE: |
| DATE ISSUED:                                                                      | DESCRIPTION OF PROJECT (OR SPECIFIED PART) COMPLETED: |                                                                            |  |                 |

### DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Contract or specified part of a Contract is the date when the construction is sufficiently complete for Indianola Municipal Utilities, in accordance with the Contract Documents, including the General Conditions to the Construction Contract and the definition of "Substantial Completion" set forth therein, to make a finding that the Project (or specified part) can be utilized for the purposes for which it was intended. A List of Items to be completed or corrected ("Punch List") are attached hereto. The failure to include any items on said list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

Indianola Municipal Utilities

TO: \_\_\_\_\_  
(OWNER)

AND TO: \_\_\_\_\_  
(CONTRACTOR)

The Work performed under the Contract referenced above has been inspected by the Project Manager on the above-named project for Indianola Municipal Utilities and by the Contractor, and the Project or specified part thereof as indicated above, is hereby declared to be substantially complete. The date of Substantial Completion is the date upon which all guarantees, and warranties begin, except as noted below. The Contractor and Indianola Municipal Utilities have agreed to the attached Punch List of items to be completed or corrected before Final Completion

## PROJECT MANAGER

DATE \_\_\_\_\_

The Contractor accepts the above Certificate of Substantial Completion.

CONTRACTOR

AUTHORIZED REPRESENTATIVE

DATE \_\_\_\_\_

# FORMS

|                                                                                   |                                                       |                                                                          |                 |
|-----------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------|-----------------|
|  |                                                       | <h1 style="text-align: center;">CERTIFICATE OF<br/>FINAL COMPLETION</h1> |                 |
| PROJECT: NOFA 7 Phase 1                                                           |                                                       | PROJECT NO.: IMU-NOFA 7 Phase 1                                          | CONTRACT NO.:   |
|                                                                                   |                                                       |                                                                          | CONTRACT DATE:  |
| SUBSTANTIAL COMPLETION DATE:                                                      |                                                       | CONTRACTOR:                                                              | CONTRACT PRICE: |
| DATE ISSUED:                                                                      | DESCRIPTION OF PROJECT (OR SPECIFIED PART) COMPLETED: |                                                                          |                 |

### DEFINITION OF FINAL COMPLETION

The date of Final Completion of a Contract is the date when the construction or services are complete, in accordance with the Contract Documents including the General Conditions to the Construction Contract and the definition of "Final Completion" set forth therein, so that the Project or specified part of the project or Project Services can be utilized for the purposes for which it was intended and all Work as set forth on the Punch List issued upon Substantial Completion has been satisfactorily completed, notice has been published in accordance with law, and the timeframe provided in such notice has elapsed, and all releases of liens have been received to the satisfaction of Indianola Municipal Utilities.

## Indianola Municipal Utilities

TO: \_\_\_\_\_ DATE OF SUBSTANTIAL COMPLETION: \_\_\_\_\_  
(OWNER) (CONTRACTOR)

The Work performed under the Contract referenced above has been inspected by authorized representatives of Indianola Municipal Utilities and Contractor, and the Project (or specified part of the Project, as indicated above), is hereby declared to be completed. The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

**ENGINEER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The CONTRACTOR accepts the above Certificate of Final Completion**

**CONTRACTOR:**\_\_\_\_\_ **Authorized Representative:**\_\_\_\_\_ **DATE:**\_\_\_\_\_

## MAINTENANCE & UTILITY RESPONSIBILITIES

**Owner:**\_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Final Payment in accordance with ATTACHED VOUCHERS AND FINAL PAYMENT FORM IS HEREBY AUTHORIZED.**

**Approval by:**

Indianola Municipal Utilities Engineer\_\_\_\_\_

**Indianola Municipal Utilities Manager**

**ENCLOSURES (identify and attach)**

Date \_\_\_\_\_

Date \_\_\_\_\_

## FORMS

|                                                                                                                                                                                    |                                                                   |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------|
|  <p><b>INDIANOLA MUNICIPAL UTILITIES</b><br/><b>IMU</b><br/>Electric • Communications • Water</p> | <h3 style="margin: 0;">CERTIFICATE OF<br/>PARTIAL ACCEPTANCE</h3> |                 |
| PROJECT: NOFA 7 Phase 1                                                                                                                                                            | PROJECT NO.: IMU-NOFA 7 Phase 1                                   | CONTRACT NO.:   |
|                                                                                                                                                                                    |                                                                   | CONTRACT DATE:  |
| SUBSTANTIAL COMPLETION DATE:                                                                                                                                                       | CONTRACTOR:                                                       | CONTRACT PRICE: |
| DATE ISSUED:                                                                                                                                                                       | DESCRIPTION OF PROJECT (OR SPECIFIED PART) COMPLETED:             |                 |

#### ***DEFINITION OF PARTIAL ACCEPTANCE***

Indianola Municipal Utilities will Issue this Certificate of Partial Acceptance upon application therefore by the Contractor and upon a finding by Indianola Municipal Utilities that a unit or a portion of the Project, such as a structure, utility service, or a section of road, or pavement, has been satisfactorily completed in compliance with the Contract relieving Contractor of further responsibility for that unit of the Work. Partial acceptance shall in no way void or alter any terms or other obligations of either party under the Contract.

**Indianola Municipal Utilities**

TO: \_\_\_\_\_ DATE OF PARTIAL ACCEPTANCE: \_\_\_\_\_

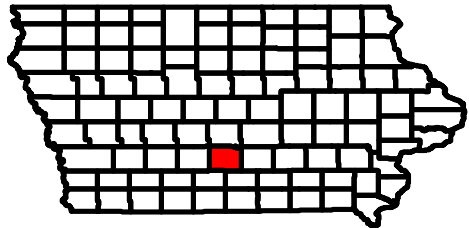
The Work performed under the Contract referenced above has been inspected by authorized representatives of Indianola Municipal Utilities and Contractor, and the Project (or specified part of the Project, as indicated above), is hereby declared to be satisfactorily in compliance with the Contract

ENGINEER: \_\_\_\_\_ Date: \_\_\_\_\_

The CONTRACTOR accepts the above Certificate of Partial Acceptance

CONTRACTOR: \_\_\_\_\_ Authorized Representative: \_\_\_\_\_ DATE: \_\_\_\_\_





Warren County  
NOFA 7 PHASE #1 NETWORK EXTENSIONS

| REVISIONS          | DATE     | BY |
|--------------------|----------|----|
| Final Design Rev 0 | 9-6-2022 | JW |
|                    |          |    |
|                    |          |    |
|                    |          |    |
|                    |          |    |

Project Description:  
Construct a continuous conduit system with vaults and locate stations and install and test a fiber optic cable connecting two (2) Cnetral Offices.

INDEX OF SHEETS 8-18-2022

| No.             | Description                                               |
|-----------------|-----------------------------------------------------------|
| <b>A Sheets</b> | <b>Title Sheet</b>                                        |
| A01             | Title Page: IMU NOFA7 Phase #1                            |
| A02A - A02B     | Sheet Layout - Work Area                                  |
| A03             | Legend Sheet                                              |
| A04             | Data Quality and Utility Contacts                         |
| <b>B Sheets</b> | <b>Special Details</b>                                    |
| B.01            | Handhole Details                                          |
| B.02            | Test Station Connections                                  |
| B.03            | Conduit Intercept Details                                 |
| <b>C Sheets</b> | <b>Quantities and General Information</b>                 |
| C.01A - C.01B   | Project Description, Quantities and ERI Notes - Div 1 & 2 |
| C.02            | General Notes                                             |
| <b>J Sheets</b> | <b>Traffic Control, Coordination and Staging Notes</b>    |
| J.01            | Traffic Control Plan and Coordinated Operations           |
| <b>L Sheets</b> | <b>Plan and Profile Sheets - Division 1</b>               |
| L.01 - L.23     | Plan and Profile Sheets                                   |
| <b>N Sheets</b> | <b>Plan and Profile Sheets - Division 2</b>               |
| N.01 - N.14     | Plan and Profile Sheets                                   |
| <b>P Sheets</b> | <b>Permits</b>                                            |
| P.01 - P.03     | In Review or Approved permits                             |

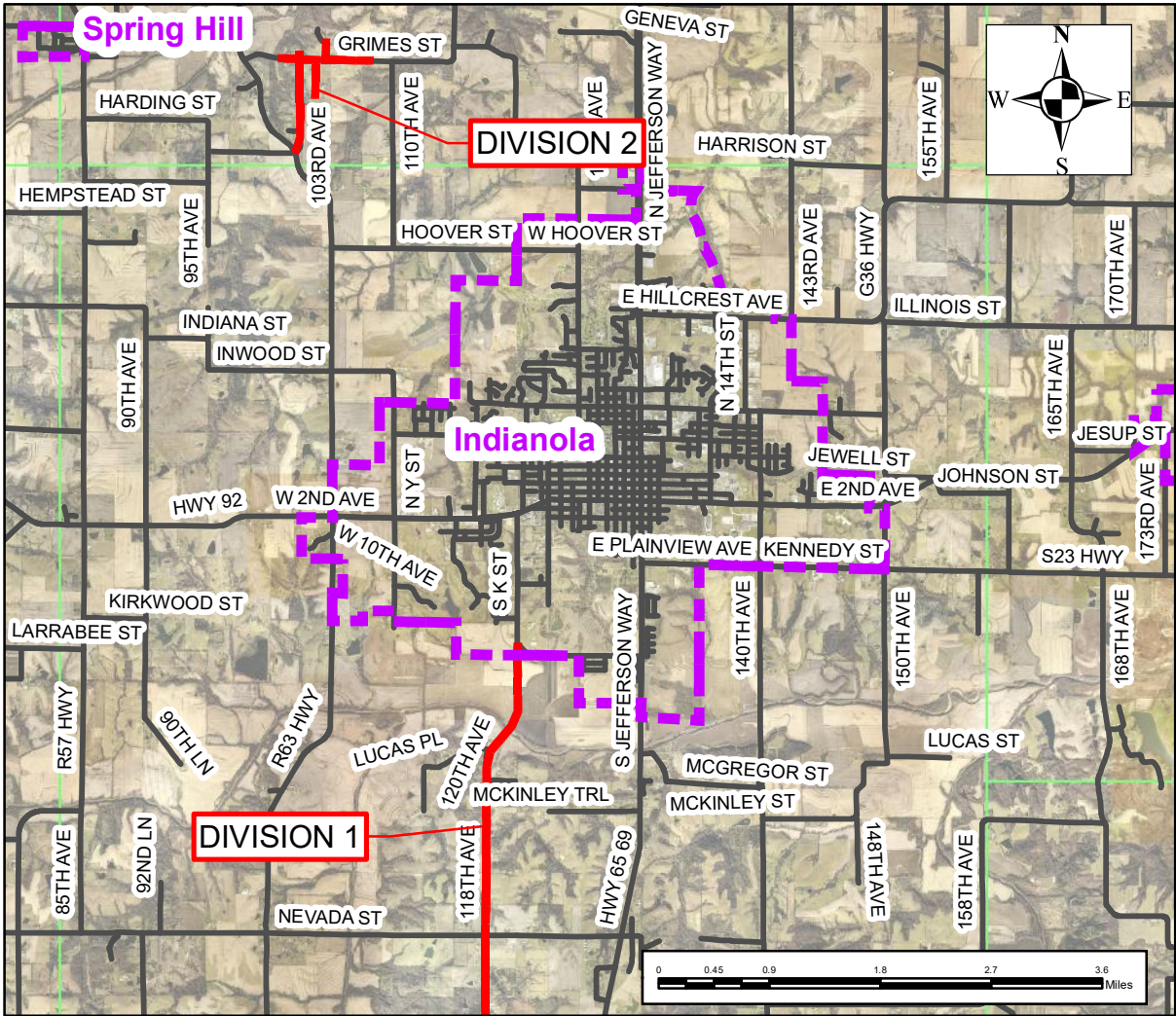
Project work area consists of 2 Divisions with alternates. Each Division consist of a single conduit with or without fiber and assocaited handholes. Division 1 consists of 16,325' of new conduit construction with fiber and several lateral connections consisting of conduit only. Division 2 consists of 2,878' of new conduit with and without fiber.

Refer to the Standard Specifications for list of applicable specifications

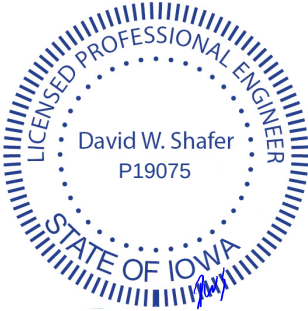
SCALES as Noted

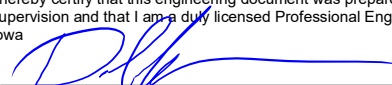
NO MILEAGE SUMMARY

COLOR PLAN SET



PE STAMP HERE



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa  
 9/13/22  
(Signature) (Date)  
Printed or Typed Name David W. Shafer  
License Number P19075  
My License Renewal Date is December 31, 2023  
Pages or Sheets Covered by this Seal: Entire Document



NewCom Technologies, Inc.  
6000 Grand Ave  
Des Moines, IA 50312  
(515) 274-9611



Indianola Municipal Utilities  
210 W. 2nd Avenue  
Indianola, Iowa 50125  
(515) 961-9444

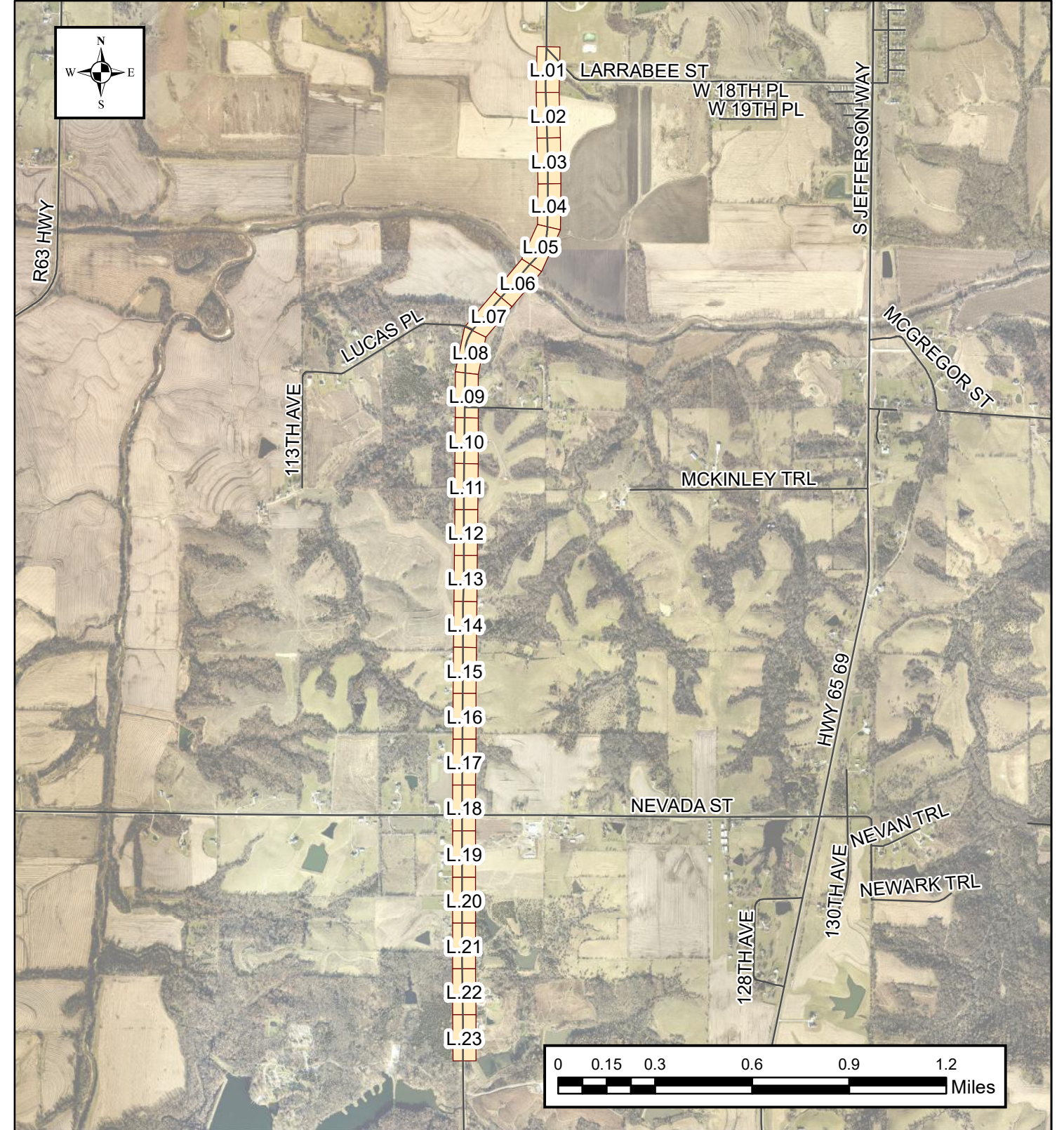
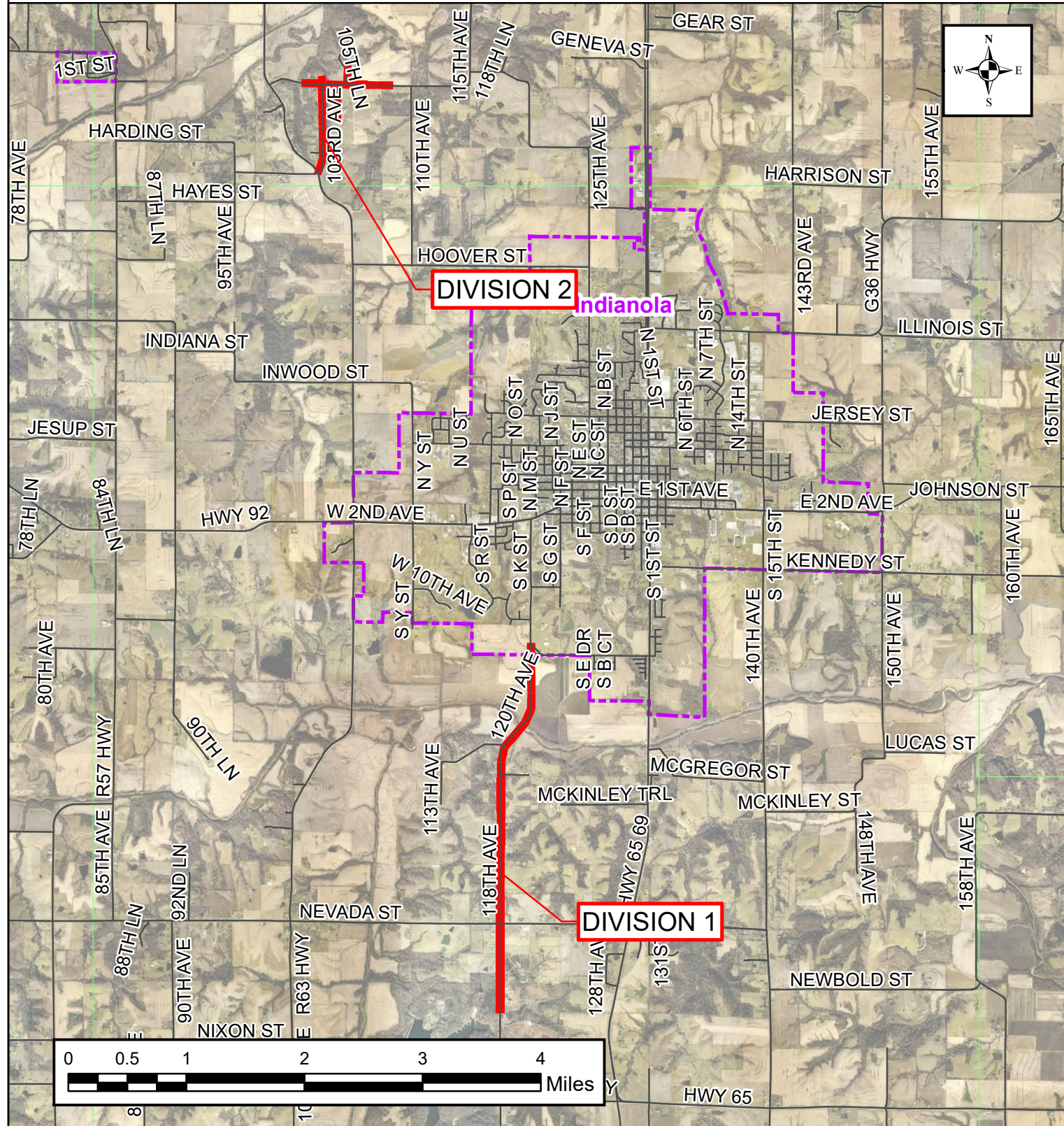
Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: A.01

Print Date:  
9/12/2022



## DIVISION 1 - ROUTE OVERVIEW



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Indianola, Iowa 50125  
(515) 961-9444

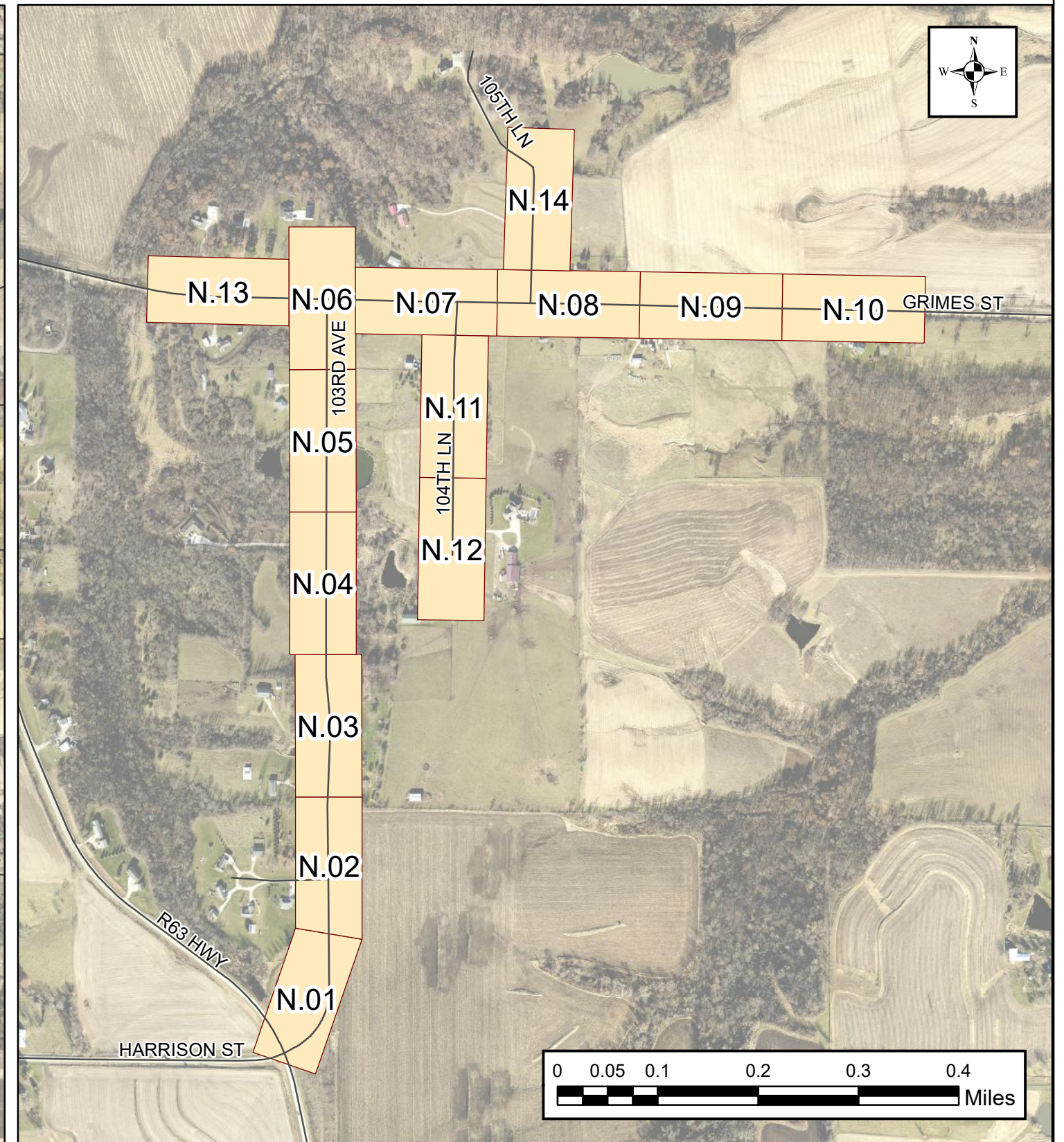
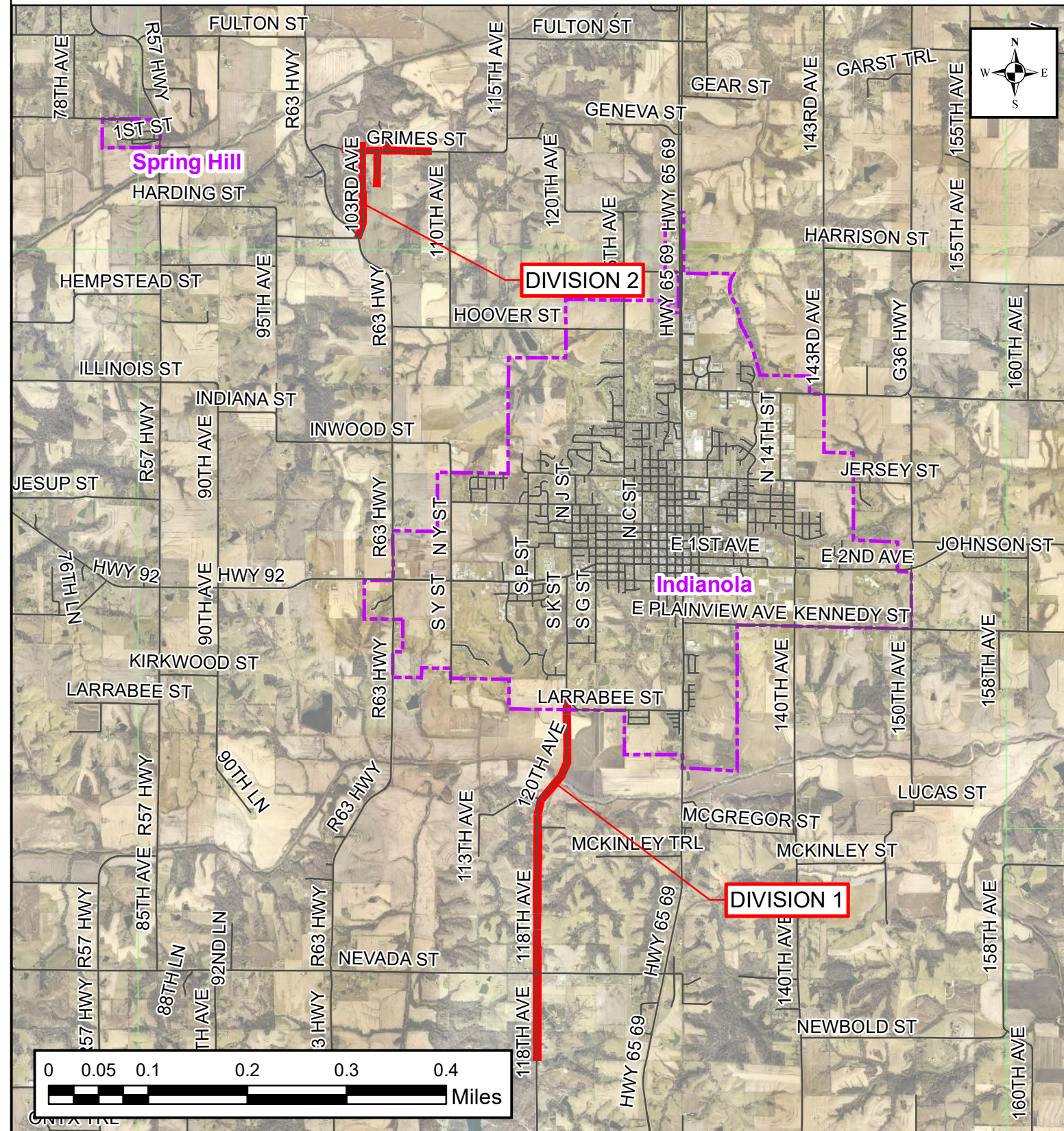
**Project Number: NOFA 7 PHASE #1**  
**Project Name: 2022-NOFA7-Phase1**

**Sheet No.: A.02A**

Print Date:  
9/8/2022



## DIVISION 2 - ROUTE OVERVIEW



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(515) 274-9611



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210 W. 2nd Avenue  
Indianola, Iowa 50125  
(515) 961-9444

**Project Number: NOFA 7 PHASE #1**  
**Project Name: 2022-NOFA7-Phase1**

**Sheet No.: A.02B**

Print Date:  
9/8/2022



# LEGEND

Access Point - NOFA Phase 1

Access Point - Not in Bid

- Slack Point - NOFA 7 Phase 1
- Slack Point - Not in Bid

## Fiber Optic Cable

### Count

- 12F
- 24F
- 96F
- Cable Span - Not in Bid

## Splice Point - Not in Bid

Splice

## Duct Bank - NOFA 7 Phase 1

- (1) 1 1/2" HDPE
- Duct Bank - Not in Bid

## Marker Posts

### Contains Test Station

- No
- Yes
- Ground Locations



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Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: A.03

Print Date:  
9/12/2022

Data Quality and Utility Contacts

SURFACE QUALITY DATA (CI/ASCE 3802)

**Quality Level — A** - Expose selected subsurface utilities to obtain three-dimensional information. Use minimally intrusive excavation methods, such as vacuum excavation. Depict resulting information. This is Quality Level A (QL-A) information.

**Quality Level — B** - Use appropriate surface geophysical methods (i.e., pipe and cable locators, terrain conductivity methods, resistivity measurements, metal detectors, Ground Penetrating Radar, etc.) to designate existing subsurface utilities or to trace a particular utility system. This provides two-dimensional horizontal information. Place paint marks on the ground. Place identification flags or stakes on the paint marks or coding on the pavement at 50-foot intervals and survey to project control. Depict resulting information via computer-aided design and drafting (CADD) or manual plotting onto the client's plan sheets, Geographic Information System (GIS) databases, or other appropriate documents. This is Quality Level B (QL-B) information. If requested by the project owner, also perform surveying and depict information about aerial utilities

**Quality Level — C** - Make field observations to identify visible above-ground utility features. Survey and plot resulting information. This is Quality Level C (QL-C) information.

**Quality Level — D** - Obtain existing utility information from other sources. Review all information that can be obtained and plot it on a utility composite drawing or equivalent. This is Quality Level D (QL-D) information.

| Existing Subsurface Utility Data (CI / ASCE 38-02) |                               |                 |                 |                 |                 |
|----------------------------------------------------|-------------------------------|-----------------|-----------------|-----------------|-----------------|
| Utility                                            | Utility Name                  | Quality Level A | Quality Level B | Quality Level C | Quality Level D |
| Cable                                              | MEDIACOM                      |                 |                 |                 |                 |
| Electric                                           | INDIANOLA MUNICIPAL UTILITIES |                 |                 |                 |                 |
| Gas                                                | MIDAMER-GAS                   |                 |                 | X               |                 |
| Sanitary                                           | INDIANOLA MUNICIPAL UTILITIES |                 |                 |                 | X               |
| Storm                                              | INDIANOLA MUNICIPAL UTILITIES |                 |                 |                 | X               |
| Water                                              | INDIANOLA MUNICIPAL UTILITIES |                 |                 |                 | X               |
| Communications                                     | INDIANOLA MUNICIPAL UTILITIES |                 |                 | X               |                 |
| Communications                                     | CENTURYLINK                   |                 |                 | X               |                 |
| Communications                                     | WINDSTREAM COMMUNICATIONS     |                 |                 | X               |                 |
|                                                    |                               |                 |                 |                 |                 |
|                                                    |                               |                 |                 |                 |                 |
|                                                    |                               |                 |                 |                 |                 |

Date Engineering Conducted: 6-17-2022 through 6-30-2022  
Survey Engineer: Brian Arnold

| PROJECT CONTACTS                    |                  |                               |              |                                                                                |                       |
|-------------------------------------|------------------|-------------------------------|--------------|--------------------------------------------------------------------------------|-----------------------|
| Entity Name                         | Contact Name     | Role                          | Phone        | Email                                                                          | NewCom Permit Number  |
| City of Indianola                   | Miranda Chadwick | Community Development         | 515-962-5277 | <a href="mailto:Mchadwick@indianolaiowa.gov">Mchadwick@indianolaiowa.gov</a>   |                       |
| Warren County                       | Ashely Thompson  | Office Manager                | 515-961-1050 | <a href="mailto:ashleyt@warrencountyia.org">ashleyt@warrencountyia.org</a>     | IMU-5320 (Division 1) |
| Warren County                       | Ashely Thompson  | Office Manager                | 515-961-1050 | <a href="mailto:ashleyt@warrencountyia.org">ashleyt@warrencountyia.org</a>     | IMU-5321 (Division 2) |
| NewCom Technologies                 | Justin Quinn     | Project Manager               | 515-633-1504 | <a href="mailto:Jquinn@NewComTech.com">Jquinn@NewComTech.com</a>               |                       |
| Indianola Municipal Utilities (IMU) | Kurt Ripperger   | Communications Superintendent | 515-943-6459 | <a href="mailto:kripperger@indianolaiowa.gov">kripperger@indianolaiowa.gov</a> |                       |
|                                     |                  |                               |              |                                                                                |                       |



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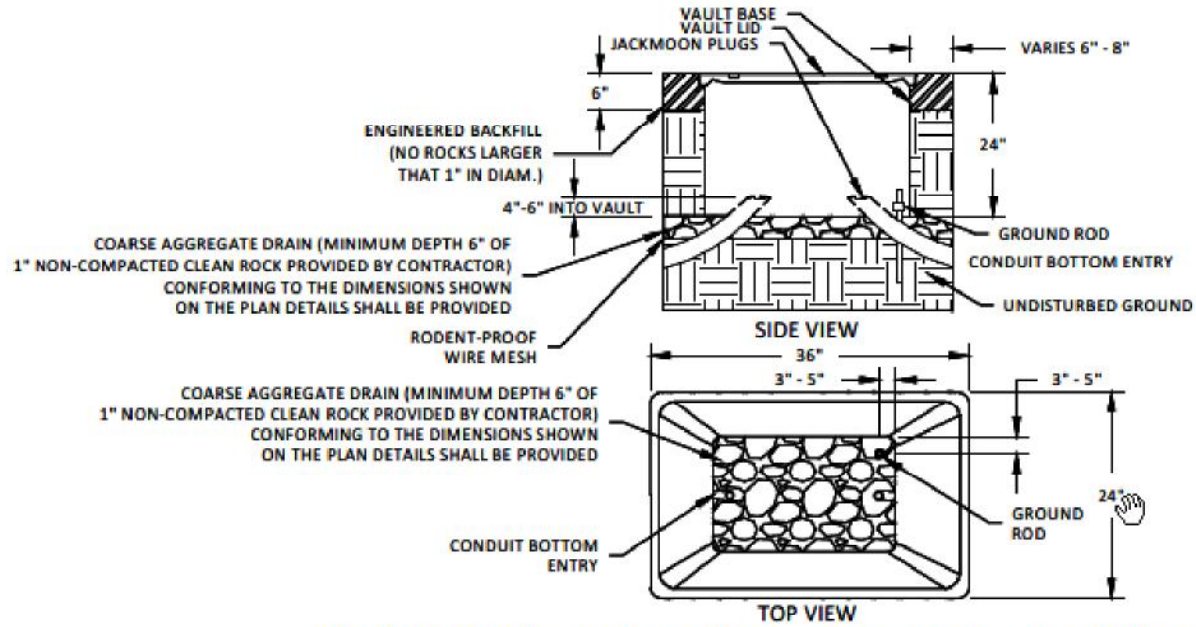
Indianola Municipal Utilities  
210 W. 2nd Avenue  
Indianola, Iowa 50125  
(515) 961-9444

Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: A.04

Print Date:  
9/12/2022

## DETAILS - VAULT INSTALLATION

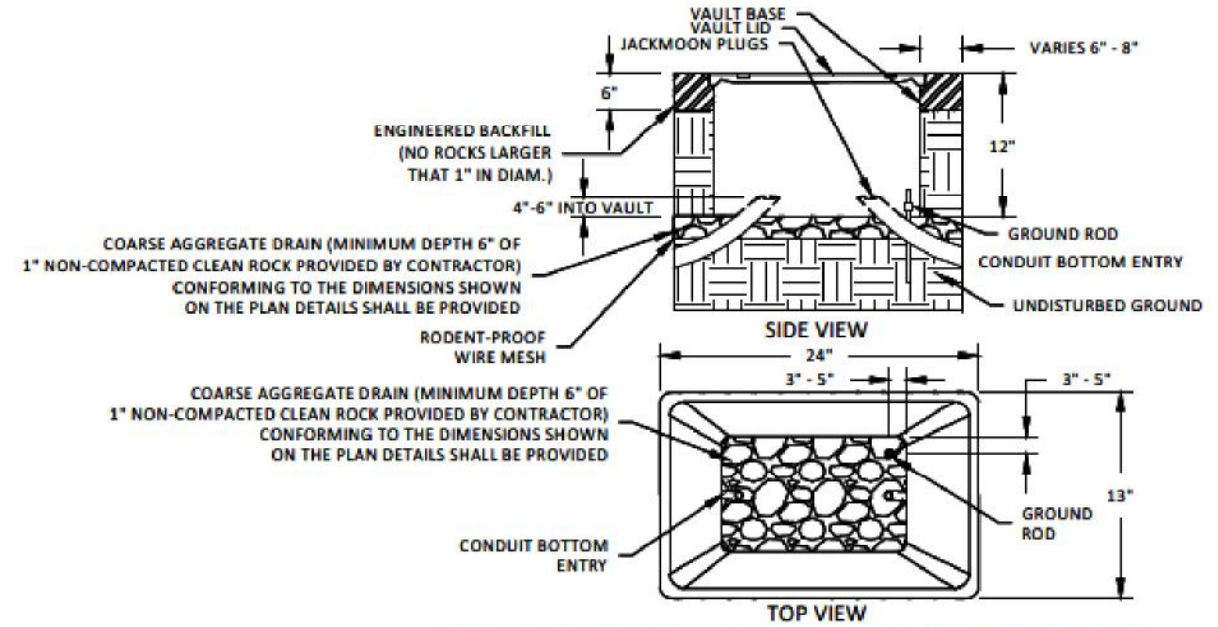


TYPICAL VAULT (FOR SPLICE ENCLOSURE SLACK) DETAIL

DETAIL NTS

**NOTE:**

1. VAULTS WILL CONFORM TO THE REQUIREMENTS OF ANSI/SCTE 77 2010 AND GR902 SPECIFICATIONS. (TIER 22)
2. VAULTS TO BE INSTALLED TO LOCAL AND LOCAL DOT STANDARDS IF THEY DIFFER FROM TYPICAL.
3. INSTALL A RODENT-PROOF WIRE MESH BENEATH THE COARSE AGGREGATE ROCK LAYER.
4. THE COARSE AGGREGATE SHALL BE PLACED AND PRIOR TO SETTING OF HANDHOLE.
5. COMPACTION OF VAULT EXCAVATION SHALL BE NO LESS THAN 95% WITHIN THE RIGHT OF WAY (98% IN AREAS UNDER EXISTING/FUTURE PAVEMENT) OF THE MAXIMUM STANDARD PROCTOR DENSITY.



TYPICAL VAULT (FOR DROP FIBER) DETAIL

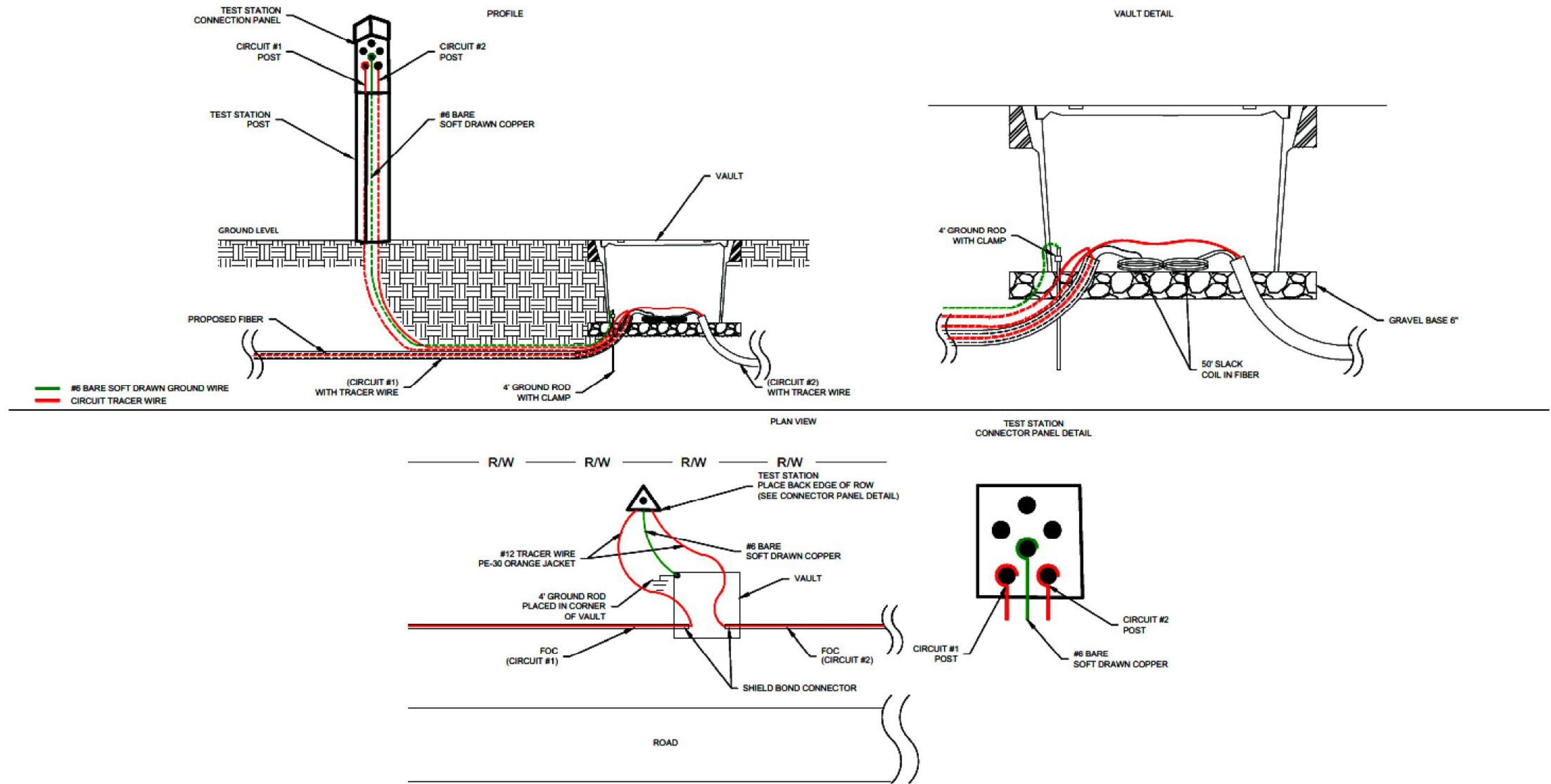
DETAIL NTS

NOTE:

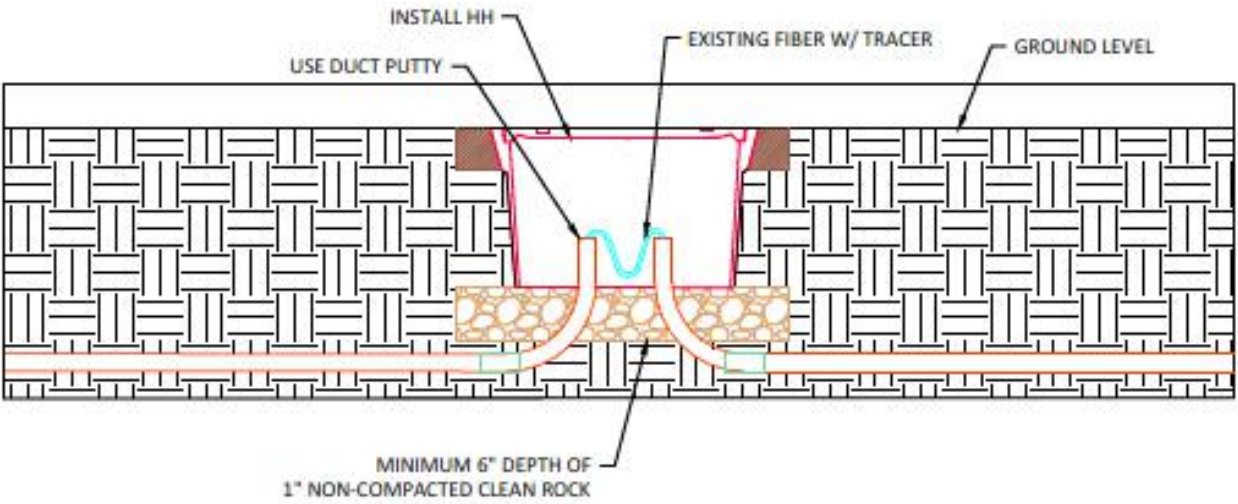
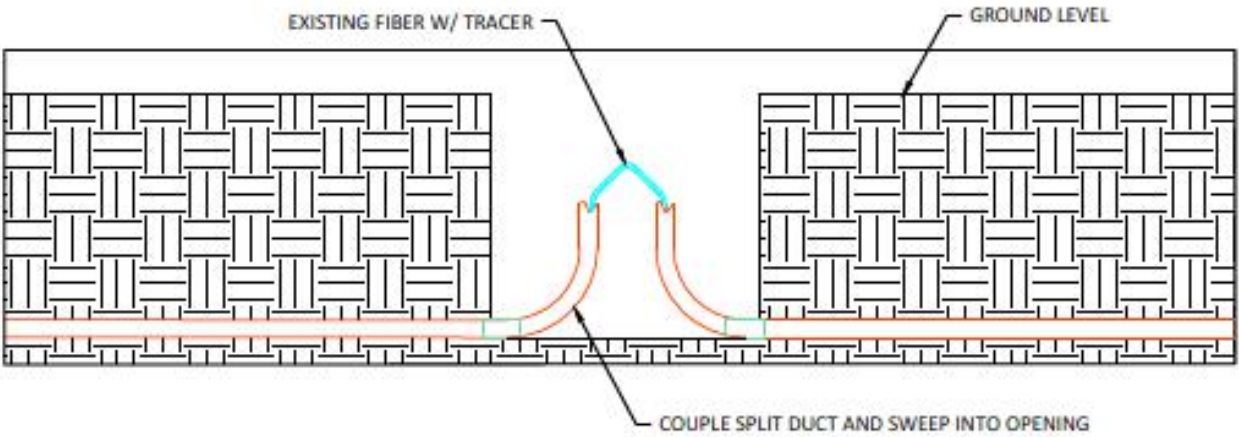
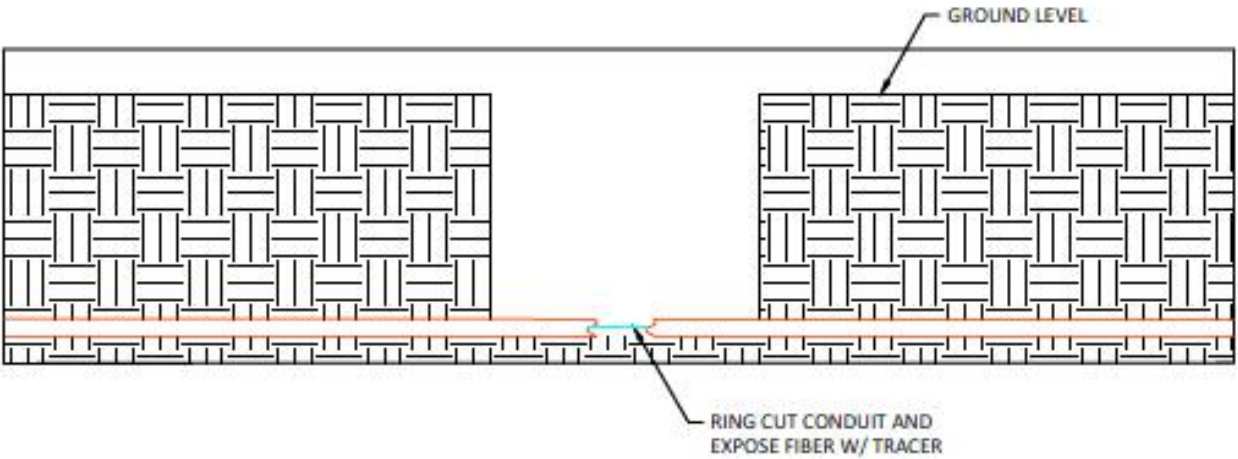
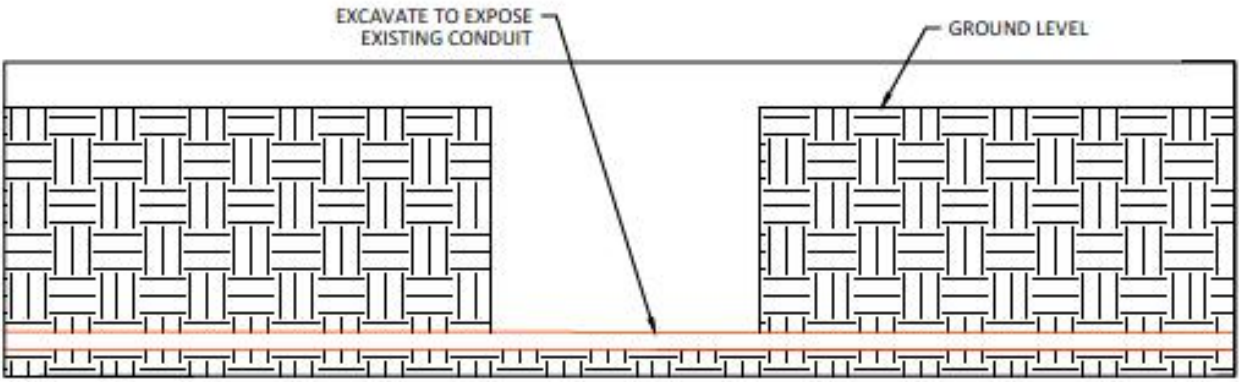
1. VAULTS WILL CONFORM TO THE REQUIREMENTS OF ANSI/SCTE 77 2010 AND GR902 SPECIFICATIONS. (TIER 15)
2. VAULTS TO BE INSTALLED TO LOCAL AND LOCAL DOT STANDARDS IF THEY DIFFER FROM TYPICAL.
3. INSTALL A RODENT-PROOF WIRE MESH BENEATH THE COARSE AGGREGATE ROCK LAYER.
4. THE COARSE AGGREGATE SHALL BE PLACED AND PRIOR TO SETTING OF HANDHOLE.
5. COMPACTION OF VAULT EXCAVATION SHALL BE NO LESS THAN 95% WITHIN THE RIGHT OF WAY (98% IN AREAS UNDER EXISTING/FUTURE PAVEMENT) OF THE MAXIMUM STANDARD PROCTOR DENSITY.



# DETAILS - TEST STATION - TRACER CONNECTIONS



DETAILS - CONDUIT INTERCEPT



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(515) 274-9611



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210 W. 2nd Avenue  
Indianola, Iowa 50125  
(515) 961-9444

Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: B.03

Print Date:  
9/8/2022

PROJECT DESCRIPTION, QUANTITIES and ERI NOTES DIVSION 1

| PROJECT DESCRIPTION ( Division 1)                                                                                                                                                                                                                                                                          |                                                                                |      |            | 100-1D        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------|------------|---------------|
| This project includes the installation of a continuous conduit system with vaults, fiber and locate system to accommodate a fiber interconnection. This does not include service drop conduit to homes and businesses. The boundaries of construction are detailed in the layout sheet as Division 1 area. |                                                                                |      |            | 9/7/2022      |
| ESTIMATED PROJECT QUANTITIES ( Division 1)                                                                                                                                                                                                                                                                 |                                                                                |      |            | 100-1A        |
| (Project - Division 1)                                                                                                                                                                                                                                                                                     |                                                                                |      |            | 9/8/2022      |
| Item No.                                                                                                                                                                                                                                                                                                   | Item                                                                           | Unit | Total      | As Built Qty. |
| Division 1                                                                                                                                                                                                                                                                                                 |                                                                                |      |            |               |
| 1                                                                                                                                                                                                                                                                                                          | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 12,948     |               |
| 2                                                                                                                                                                                                                                                                                                          | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 7          |               |
| 3                                                                                                                                                                                                                                                                                                          | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 9          |               |
| 4                                                                                                                                                                                                                                                                                                          | FIBER OPTIC CABLE, INSTALL ONLY, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 14,898 (1) |               |
| 5                                                                                                                                                                                                                                                                                                          | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 12,948     |               |
| 6                                                                                                                                                                                                                                                                                                          | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING   | EACH | 2          |               |
| 7                                                                                                                                                                                                                                                                                                          | FIBER MARKER POST, FURNISH AND INSTALL                                         | EACH | 11         |               |
| Division 1 Alternate                                                                                                                                                                                                                                                                                       |                                                                                |      |            |               |
| 8                                                                                                                                                                                                                                                                                                          | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 3,364      |               |
| 9                                                                                                                                                                                                                                                                                                          | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 3          |               |
| 10                                                                                                                                                                                                                                                                                                         | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 2          |               |
| 11                                                                                                                                                                                                                                                                                                         | FIBER OPTIC CABLE, INSTALL ONLY, 24 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 3,889      |               |
| 12                                                                                                                                                                                                                                                                                                         | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 3,364      |               |
| 13                                                                                                                                                                                                                                                                                                         | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING   | EACH | 1          |               |
| 14                                                                                                                                                                                                                                                                                                         | FIBER MARKER POST, FURNISH AND INSTALL                                         | EACH | 3          |               |
| Note 1: This includes 975 feet of slack to be used for aerial installation to be constructed by Owner.                                                                                                                                                                                                     |                                                                                |      |            |               |

| ESTIMATE REFERENCE INFORMATION ( Division 1) |                                                                                                                                                                                                                                                                                                                                                                                 | 100-4A   |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                                              |                                                                                                                                                                                                                                                                                                                                                                                 | 9/8/2022 |
| Item No.                                     | Description                                                                                                                                                                                                                                                                                                                                                                     |          |
| 5 & 12                                       | TRACER WIRE FURNISH AND INSTALL                                                                                                                                                                                                                                                                                                                                                 |          |
|                                              | This work shall consist of furnishing and installing tracer wire and incidental components for the proposed infrastructure within this project. This work shall include all materials, hardware, couplers, and labor required for complete installation of the tracer. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. |          |
| 6 & 13                                       | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING                                                                                                                                                                                                                                                                                                    |          |
|                                              | This work shall consist of furnishing and installing fiber marker post with test station for the proposed infrastructure within this project. This work shall include all materials, hardware, and labor required for complete installation of the conduit. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.            |          |
| 7 & 14                                       | FIBER MARKER POST, FURNISH AND INSTALL                                                                                                                                                                                                                                                                                                                                          |          |
|                                              | This work shall consist of furnishing and installing fiber marker post for the proposed infrastructure within this project. This work shall include all materials, hardware, and labor required for complete installation of the conduit. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                              |          |

| ESTIMATE REFERENCE INFORMATION (Division 1) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 100-4A   |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 9/8/2022 |
| Item No.                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
| 1 & 8                                       | CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5                                                                                                                                                                                                                                                                                                                                                                                                                                 |          |
|                                             | This work shall consist of furnishing and installing 1 1/2" ORANGE CONDUIT for the proposed infrastructure within this project. This work shall include all materials, hardware, joints, couplers, and labor required for complete installation of the conduit. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. |          |
| 2 & 9                                       | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
|                                             | This work shall consist installing a large vault for the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the vault. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                                                   |          |
| 3 & 10                                      | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                                                                                                                                                                                                                                                                                                                                                                                                                       |          |
|                                             | This work shall consist installing a large vault for the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the vault. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                                                   |          |
| 4 & 11                                      | FIBER OPTIC CABLE, INSTALL ONLY, 24 or 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED                                                                                                                                                                                                                                                                                                                                                                                              |          |
|                                             | This work shall consist installing a fiber optic cable in the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the FOC. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                                                |          |



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Indianola Municipal Utilities  
210 W. 2nd Avenue  
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Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: C.01A

Print Date:  
9/12/2022



PROJECT DESCRIPTION, QUANTITIES and ERI NOTES DIVSION 2

|                                                                                                                                                                                                                                                                                                            |                                                                                |      |       |               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------|-------|---------------|
| PROJECT DESCRIPTION ( Division 2)                                                                                                                                                                                                                                                                          |                                                                                |      |       | 100-1D        |
|                                                                                                                                                                                                                                                                                                            |                                                                                |      |       | 9/7/2022      |
| This project includes the installation of a continuous conduit system with vaults, fiber and locate system to accommodate a fiber interconnection. This does not include service drop conduit to homes and businesses. The boundaries of construction are detailed in the layout sheet as Division 2 area. |                                                                                |      |       |               |
| ESTIMATED PROJECT QUANTITIES ( Division 2)                                                                                                                                                                                                                                                                 |                                                                                |      |       | 100-1A        |
| (Project - Division 2)                                                                                                                                                                                                                                                                                     |                                                                                |      |       | 9/7/2022      |
| Item No.                                                                                                                                                                                                                                                                                                   | Item                                                                           | Unit | Total | As Built Qty. |
| Division 2                                                                                                                                                                                                                                                                                                 |                                                                                |      |       |               |
| 15                                                                                                                                                                                                                                                                                                         | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 1,773 |               |
| 16                                                                                                                                                                                                                                                                                                         | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 1     |               |
| 17                                                                                                                                                                                                                                                                                                         | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 9     |               |
| 18                                                                                                                                                                                                                                                                                                         | FIBER OPTIC CABLE, INSTALL ONLY, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 1,391 |               |
| 19                                                                                                                                                                                                                                                                                                         | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 1,773 |               |
| Division 2 Alternate                                                                                                                                                                                                                                                                                       |                                                                                |      |       |               |
| 20                                                                                                                                                                                                                                                                                                         | CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5                                | LF   | 1,105 |               |
| 21                                                                                                                                                                                                                                                                                                         | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                    | EACH | 1     |               |
| 22                                                                                                                                                                                                                                                                                                         | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                    | EACH | 3     |               |
| 23                                                                                                                                                                                                                                                                                                         | FIBER OPTIC CABLE, INSTALL ONLY, 24 COUNT, Loose Tube , SINGLE, SINGLE ARMORED | LF   | 1,284 |               |
| 24                                                                                                                                                                                                                                                                                                         | TRACER WIRE FURNISH AND INSTALL                                                | LF   | 1,105 |               |

|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| ESTIMATE REFERENCE INFORMATION (Division 2) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 100-4A   |
|                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 9/7/2022 |
| Item No.                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
| 15 & 20                                     | CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5                                                                                                                                                                                                                                                                                                                                                                                                                                |          |
|                                             | This work shall consist of furnishing and installing 1 1/2" ORANGE CONDUIT for the proposed infrastructure within this project. This work shall include all materials, hardware, joints, couplers, and labor required for complete installation of the conduit. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications. |          |
| 16 & 21                                     | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
|                                             | This work shall consist installing a large vault for the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the vault. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                                                   |          |
| 17 & 22                                     | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                                                                                                                                                                                                                                                                                                                                                                                                                      |          |
|                                             | This work shall consist installing a large vault for the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the vault. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                                                   |          |
| 18 & 23                                     | FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED                                                                                                                                                                                                                                                                                                                                                                                                   |          |
|                                             | This work shall consist installing a fiber optic cable in the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the FOC. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.                                                |          |
| 19 & 24                                     | TRACER WIRE FURNISH AND INSTALL                                                                                                                                                                                                                                                                                                                                                                                                                                                  |          |
|                                             | This work shall consist furnishing and installing a tracer system in the proposed infrastructure within this project. This work shall include labor and incidental materials required for complete installation of the Tracer. MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and Specifications.MATERIALS, METHOD OF MEASUREMENT, and BASIS OF PAYMENT refer to the Standard Details and                                                  |          |



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Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: C.01B

Print Date:  
9/8/2022

GENERAL NOTES

GENERAL NOTES: 9-12-2022

- L ALL QUANTITIES SHOWN IN THE PLANS AND SPECIFICATIONS ARE FOR INFORMATIONAL AND ESTIMATING PURPOSE ONLY. THE CONTRACTOR'S BID SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIAL NECESSARY TO PROVIDE A COMPLETE AND FUNCTIONAL INFRASTRUCTURE SYSTEM INSTALLATION IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS.
2. THE PLAN LOCATIONS OF UNDERGROUND UTILITIES, WHEN SHOWN AS EXISTING, ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITY INFORMATION MAY HAVE NOT BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING UTILITIES AND LOCATOR SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
3. PROPOSED INFRASTRUCTURE SYSTEM EQUIPMENT LOCATIONS ARE APPROXIMATE AND MAY REQUIRE MODIFICATION TO AVOID CONFLICTS WITH UNDERGROUND UTILITIES OR OTHER OBSTRUCTIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ANY CONFLICTS WITH EXISTING UTILITIES AT SITES IN THE FIELD PRIOR TO INITIATION OF CONSTRUCTION AT THAT SITE. AS THE INFRASTRUCTURE SYSTEM LOCATIONS ARE LOCATION SENSITIVE, THE CONTRACTOR SHALL RECEIVE WRITTEN APPROVAL FROM THE ENGINEER PRIOR TO REVISING THE PLAN LOCATION OF ANY INFRASTRUCTURE.
4. UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE STARTING CONSTRUCTION DATE.
5. ANY AND ALL IMPROVEMENTS SUCH AS ASPHALT OR CONCRETE PAVEMENTS, CURBS, GUTTERS, SIDEWALKS, DRAINAGE DITCHES, CULVERTS. DRAIN TILES, EMBANKMENTS, SHRUBS, TREES, GRASS, SOD, ETC., IF DAMAGED, SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS (OR BETTER) AS DIRECTED BY THE ENGINEER.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR EXISTING CONDUIT, CONDUCTORS, OR OTHER FACILITIES DAMAGED DURING CONSTRUCTION. ALL EXISTING INFRASTRUCTURE REMOVED OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED IN KIND BY THE CONTRACTOR, WITH NO ADDITIONAL COMPENSATION.
7. THE CONTRACTOR SHALL NOT DISTURB ANY EXISTING UTILITIES EXCEPT AS SPECIFICALLY DEFINED WITHIN THE SCOPE OF WORK FOR THIS CONTRACT. WHERE WORK AFFECTS OR IS AFFECTED BY THE EXISTING UTILITIES, THE WORK SHALL BE COORDINATED WITH THE UTILITY COMPANY AND/OR OWNER. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CITY OF WEST DES MOINES.
8. ALL CONDUIT SHALL BE PLACED AT LEAST 42 INCHES BELOW THE FINISHED GRADE UNLESS INDICATED IN THE PLANS,REQUIRED BY PERMIT AUTHORITY OR CONTRACT DOCUMENTS.
9. THE CONTRACTOR SHALL BORE UNDER ANY EXISTING ASPHALT OR CONCRETE PAVEMENT OR OTHER STRUCUTRE.
10. ALL WIRING AND GROUNDING SYSTEMS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE.
11. LINEAR MEASUREMENTS ARE TAKEN BETWEEN VAULTS CENTERS AND DO NOT INCLUDE ALLOWANCES FOR VERTICAL RISES OR SPLICES.
12. MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF ALL APPLICABLE SECTIONS OF THE SPECIFICATIONS.
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ANTICIPATE, COMMUNICATE, AND COORDINATE THIS WORK WITH ADJACENT CONSTRUCTION PROJECTS, THAT INCLUDES BUT ARE NOT LIMITED TO ADJACENT ROADWAY AND UTILITY PROJECTS.
14. THE GENERAL/PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN ALL SUPPLIERS AND

SUBCONTRACTORS INVOLVED IN THE PROJECT. INCLUDING STAGING OF CONSTRUCTION MATERIALS.

15. UNLESS OTHERWISE NOTED ON THE PLANS, OPEN TRENCH INSTALLATION IS ONLY PERMITTED WITHIN 15 FEET OF ANY VAULT OR SIMILAR IMPROVEMENTS, AND ANY OTHER REQUESTED LOCATIONS APPROVED BY THE ENGINEER.
16. THE CONTRACTOR SHALL NOTIFY INDIANOLA MUNICIPAL UTILITES A MINIMUM OF ONE WEEK PRIOR TO CONSTRUCTION.
17. IMMEDIATELY UPON COMPLETION; BACKFILL, RESTORE, SOD OR SEED, AND REPAIR ANY DISTURBED AREAS AND DAMAGED ITEMS CAUSED BY THE UTILITY WORK PRIOR TO UTILITY WORK CREWS LEAVING EACH JOB SITE LOCATION IN ACCORDANCE TO ANY CITY, COUNTY OR PERMIT ENTITY CODE OR REQUIREMENTS.
18. THE CONTRACTOR WILL BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT LOCATIONS WHERE REPLEACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY. THE CONTRACTOR MAY BE REQUIRED AS DIRECTED BY THE ENGINEER OR THE CITY, TO PLACE ADDITIONAL TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY. THIS WILL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM.
19. FOR REPLACEMENT FEATURES, THE MAXIMUM DURATION OF ANY OPEN HOLE SHALL NOT EXCEED 48 HOURS.
20. THE CONTRACTOR WILL BE RESPONSIBLE TO PROVE TRACEABILITY OF THE NEWLY INSTALLED INFRASTRUCTURE PRIOR TO ACCEPTANCE.
21. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE NEWLY INSTALLED INFRASTRUCTURE UNTIL IT HAS BEEN TESTED AND ACCEPTED BY INDIANOLA MUNICIPAL UTILITIES. IF ANY DAMAGE OCCURS TO THE INFRASTRUCTURE ASSOCIATED WITH A FAILURE TO LOCATE OR NEGLIGENCE TO LOCATE THE INFRASTRUCTURE, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO REPLACE AND REPAIR THE DAMAGED INFRASTRUCTURE.
22. FOR ALL UTILITY UNDERGROUND LINES, VAULTS, AND ABOVE GROUND ITEMS: MAINTAIN AT LEAST 3 FEET DISTANCE FROM ANY CITY SURVEY BENCHMARK. DO NOT DISTURB CITY SURVEY BENCHMARKS.
23. MAINTAIN AT LEAST ONE FOOT OF HORIZONTAL VERTICAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES. MAINTAIN AT LEAST ONE FOOT OF VERTICAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES.
24. MAINTAIN AT LEAST FOUR FEET OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES. MAINTAIN ONE AND ONE-HALF FEET OF VERTIVAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES.
25. MAINTAIN AT LEAST THREE FEET OF HORIZONTAL CLEARANCE AND TWO FEET OF VERTICAL CLEARANCE FROM WATER MAINS.
26. MAINTAIN AT LEAST EIGHTEEN INCHES OF HORIZONTAL CLEARANCE BEHIND HYDRANTS.

27. EXPOSE AND VISUALLY VERIFY ALL CROSSINGS OF WATER MAINS SANITARY SEWER PIPES AND SERVICES TO A DISTANCE OF 6" BELOW TRENCHLESS CONSTRUCTION INSTALLATION DEPTH OR TO THE DEPTH OF THE FACILITY BEING CROSSED.
28. MAINTAIN ONE FOOT VERTICAL CLEARANCE FROM TRAFFIC SIGNAL CONDUIT.
29. AN ASBUILT PROFILE DRAWING MUST BE PREPARED FOR PLACING ANY UTILITY MORE THAN SEVEN FEET DEEP. THIS NEEDS TO BE A SCALE DRAWING SHOWING EXISTING FEATURES ABOVE AND BELOW THE PROPOSED INSTALLATION.
30. CONTRACTOR SHALL COORDINATE WITH THE CITY TO INSPECT AND RECEIVE POSSESSION OF CITY-PROVIDED VAULTS, LIDS, AND PLUGS/BUSHINGS. UPON INSPECTION AND WRITTEN RECEIPT BY THE CONTRACTOR, ANY DAMAGE OR HARM TO VAULTS ACCEPTED BY THE CONTRACTOR WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO ADDITIONAL COMPENSATION BY THE CITY WILL BE MADE FOR VAULTS ACCEPTED BY THE CONTRACTOR. ALL PROVIDED MATERIALS WILL BE AT 110 S B ST, INDIANOLA, FOR PICKUP.



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Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: C.02

Print Date:  
9/12/2022



TRAFFIC CONTROL, COORDINATION AND PROJECT STAGING

TRAFFIC CONTROL PLAN

9-8-2022

- 1. ALL TRAFFIC CONTROL DEVICES SHALL MEET THE CURRENT MUTCD STANDARDS
- 2. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
- 3. THE CONTRACTOR SHALL COORDINATE TRAFFIC CONTROL WITH OTHER PROJECTS WORKING IN THE AREA
- 4. THE CONTRACTOR SHALL PROVIDE 10 CALENDAR DAYS ADVANCE NOTIFICATION OF A PEDESTRIAN PATH CLOSURE TO THE ENGINEER AND THE NATIONAL FEDERATION OF THE BLIND OF IOWA ([WWW.NFBI.ORG](http://WWW.NFBI.ORG)). PEDESTRIAN PATH CLOSURES INCLUDE A TYPE I BARRICADE, ORANGE SAFETY FENCE, AND A SIDEWALK CLOSED SIGN PER MUTCD, ADA, AND SUDAS STANDARDS.
- 5. THE CONTRACTOR SHALL MAINTAIN A CLEAN PAVEMENT LEADING INTO AND OUT OF THE WORK AREA AT ALL TIMES.
- 6. A STREET/LANE CLOSURE PERMIT FROM INDIANOLA PUBLIC SERVICE IS REQUIRED AT LEAST 48 HOURS IN ADVANCE OF ANY STREET OR LANE CLOSURE.

STAGING NOTES

9-8-2022

- 1. CONSTRUCTOR AND ENGINEER SHALL AGREE UPON A SCHEDULE TO CONDUCT DUCT PROOFING INCREMENTALLY DURING THE CONSTRUCTION PHASE.
- 2. CONTRACTOR AND ENGINEER SHALL AGREE UPON A SCHEDULE TO CONDUCT TRACER SYSTEM PROOFING AND FIBER CHARACTERIZATION TESTING.
- 3. DIVISION 1:
  - a. CONTRACTOR SHALL INSTALL CONDUIT NETWORK.
  - b. ALL VAULTS, CONDUIT, TRACER WIRES, AND LOCATE STATIONS IN THE AREA BOUNDED BY THIS PROJECT SHALL BE INSTALLED AND PROOFED, ALL PUNCH LIST ITEMS COMPLETED AND ACCEPTED BY ENGINEER, AND DELIVERY OF ALL AS-BUILTS AND GPS DATA BY MAY 15, 2023.
  - c. ALL RESTORATION WORK IN DIVISION 1 SHALL BE COMPLETED BEFORE May 30, 2023.
  - d. LIQUIDATED DAMAGES IN THE AMOUNT OF ONE HUNDRED AND SEVENTY-FIVE DOLLARS PER DAY WILL BE ASSESSED FOR EACH DAY THAT WOEL REMAINS UNCOMPLETED AFTER THE END OF EACH OF THE CONTRACT PERIOD.
- 4. DIVISION 2:
  - a. CONTRACTOR SHALL INSTALL CONDUIT NETWORK.
  - b. ALL VAULTS, CONDUIT, TRACER WIRES, AND LOCATE STATIONS IN THE AREA BOUNDED BY THIS PROJECT SHALL BE INSTALLED AND PROOFED, ALL PUNCH LIST ITEMS COMPLETED AND ACCEPTED BY ENGINEER, AND DELIVERY OF ALL AS-BUILTS AND GPS DATA BY DECEMBER 31, 2022.
  - c. ALL RESTORATION WORK IN DIVISION 2 SHALL BE COMPLETED BEFORE APRIL 15, 2023.
  - d. LIQUIDATED DAMAGES IN THE AMOUNT OF ONE HUNDRED AND SEVENTY-FIVE DOLLARS PER DAY WILL BE ASSESSED FOR EACH DAY THAT WOEL REMAINS UNCOMPLETED AFTER THE END OF EACH OF THE CONTRACT PERIOD

COORDINATED OPERATIONS

9-8-2022

- 1. WITHIN DIVISION 2, CONTRACTOR RESPONSIBLE TO COORDINATE INSTALLATION OF INTERCEPT VAULTS WITH IMU COMMUNICATIONS OFFICE AND THE ENGINEER (SEE CONTACT LIST ON PAGE A.04).
- 2. WITHIN DIVISION 1, CONTRACTOR RESPONSIBLE TO COORDINATE THE PLACEMENT OF FIBER OPTIC CABLE SLACK FOR FUTURE AERIAL INSTALLATION BY IMU COMMUNICATIONS UTILITY.
- 3. CONTRACTOR RESPONSIBLE TO COORDINATE MATERIAL PICKUP WITH IMU.



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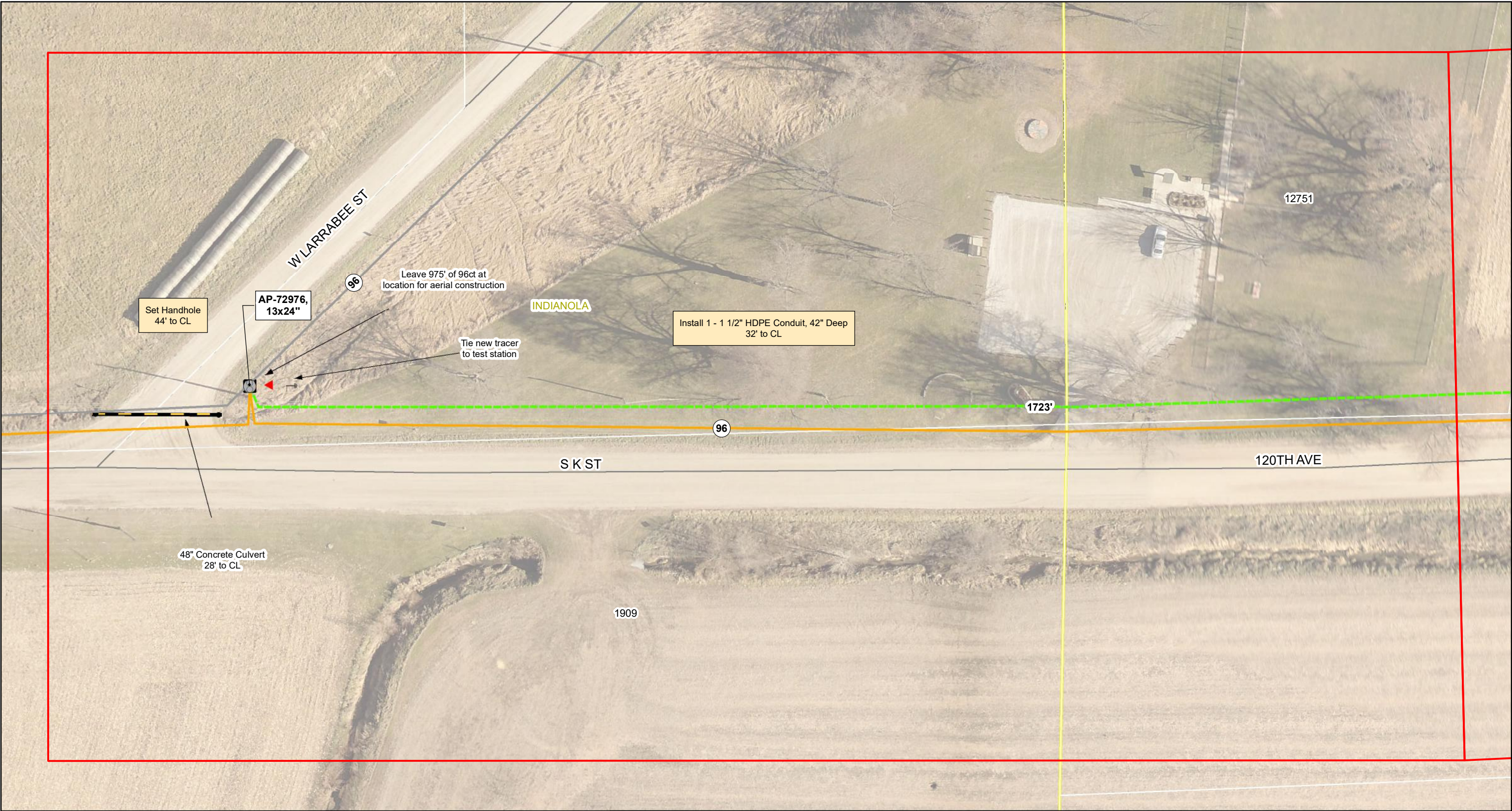
Indianola Municipal Utilities  
210 W. 2nd Avenue  
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Project Number: NOFA 7 PHASE #1  
Project Name: 2022-NOFA7-Phase1

Sheet No.: J.01

Print Date:  
9/9/2022







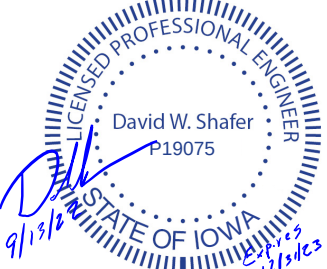
NewCom Technologies, Inc.  
6000 Grand Avenue  
Des Moines, IA 50312  
800-626-6234

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

Indianola Municipal Utilities  
111 S Buxton St  
Indianola, IA 50125  
515-961-9444



David W. Shafer  
P19075  
STATE OF IOWA

| REVISIONS | DATE      | BY  |
|-----------|-----------|-----|
| REV A     | 9/12/2022 | AJB |
|           |           |     |
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Indianola NOFA Extension  
Phase 1

1" = 50'



0 25 50 100 Feet



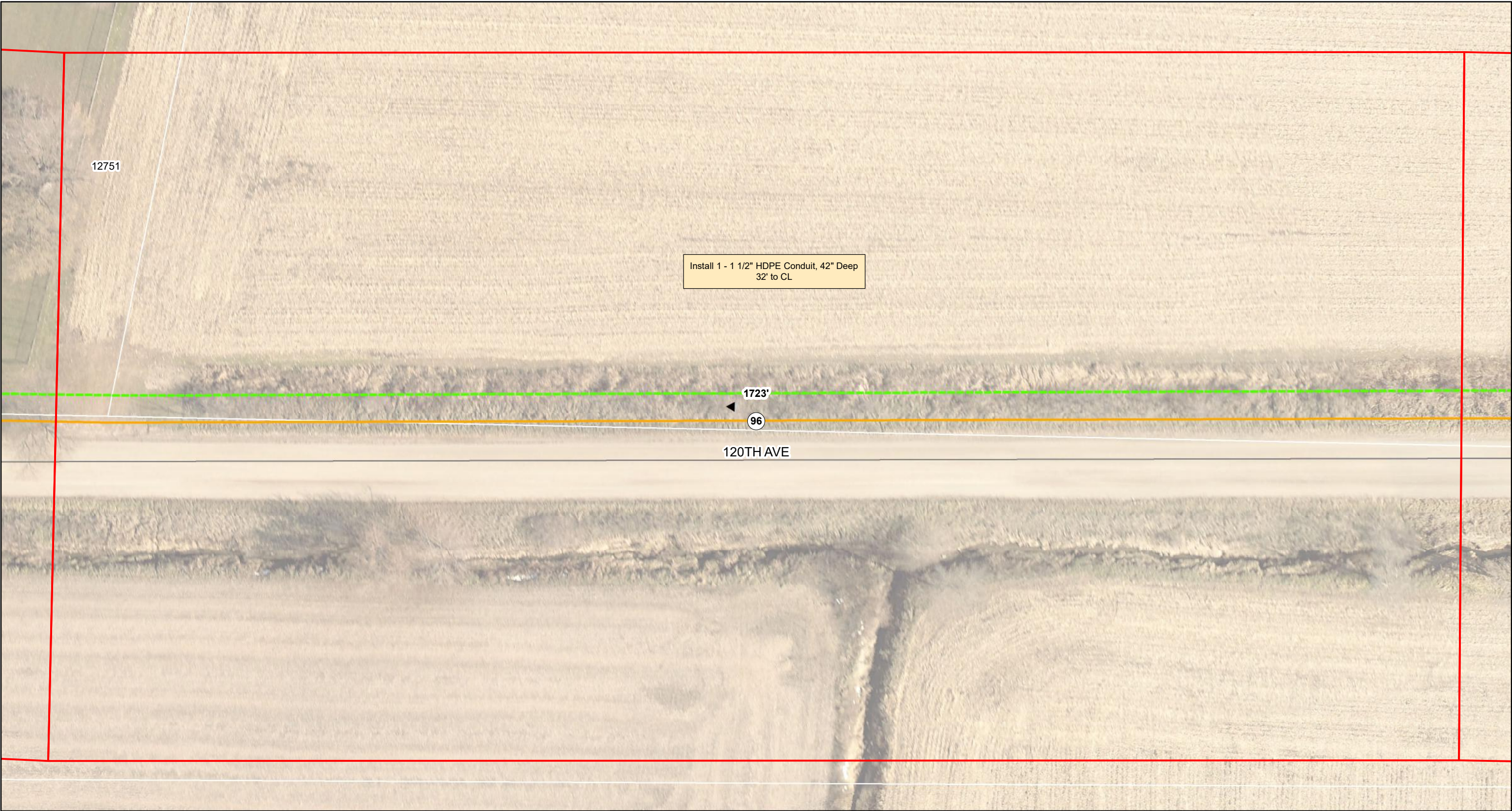
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120TH AVE  
L.01 L.02

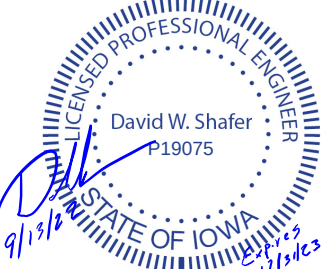
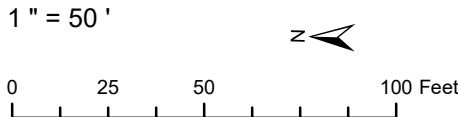
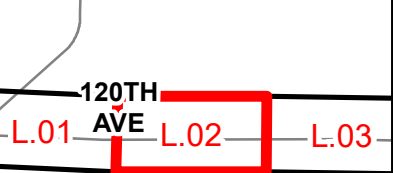
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Print Date: 9/12/2022

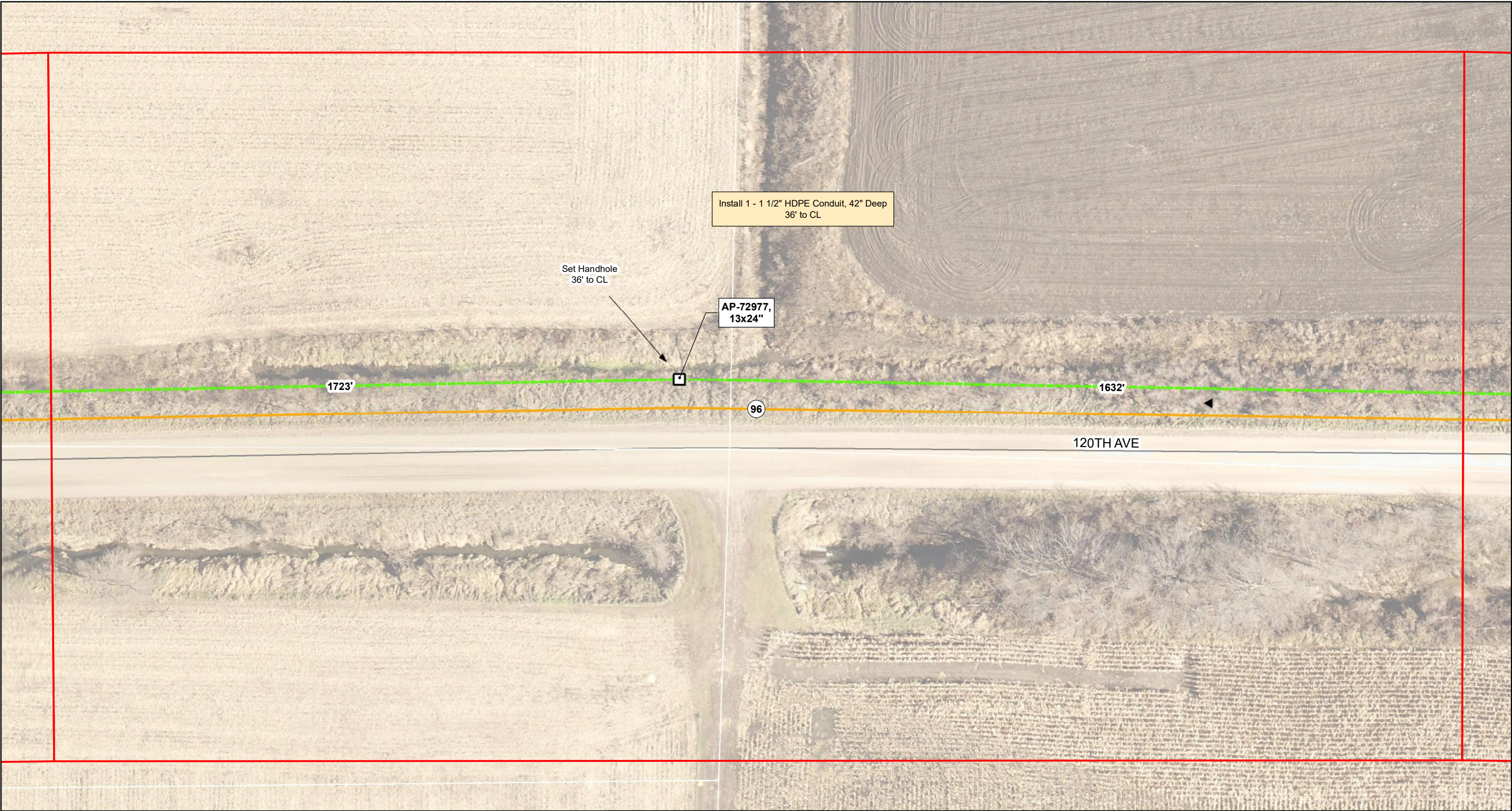
For Engineering

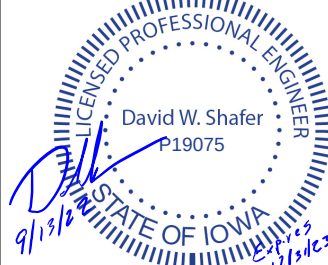
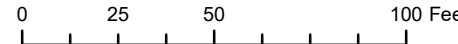
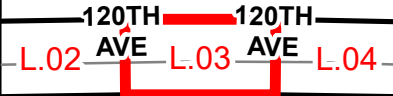




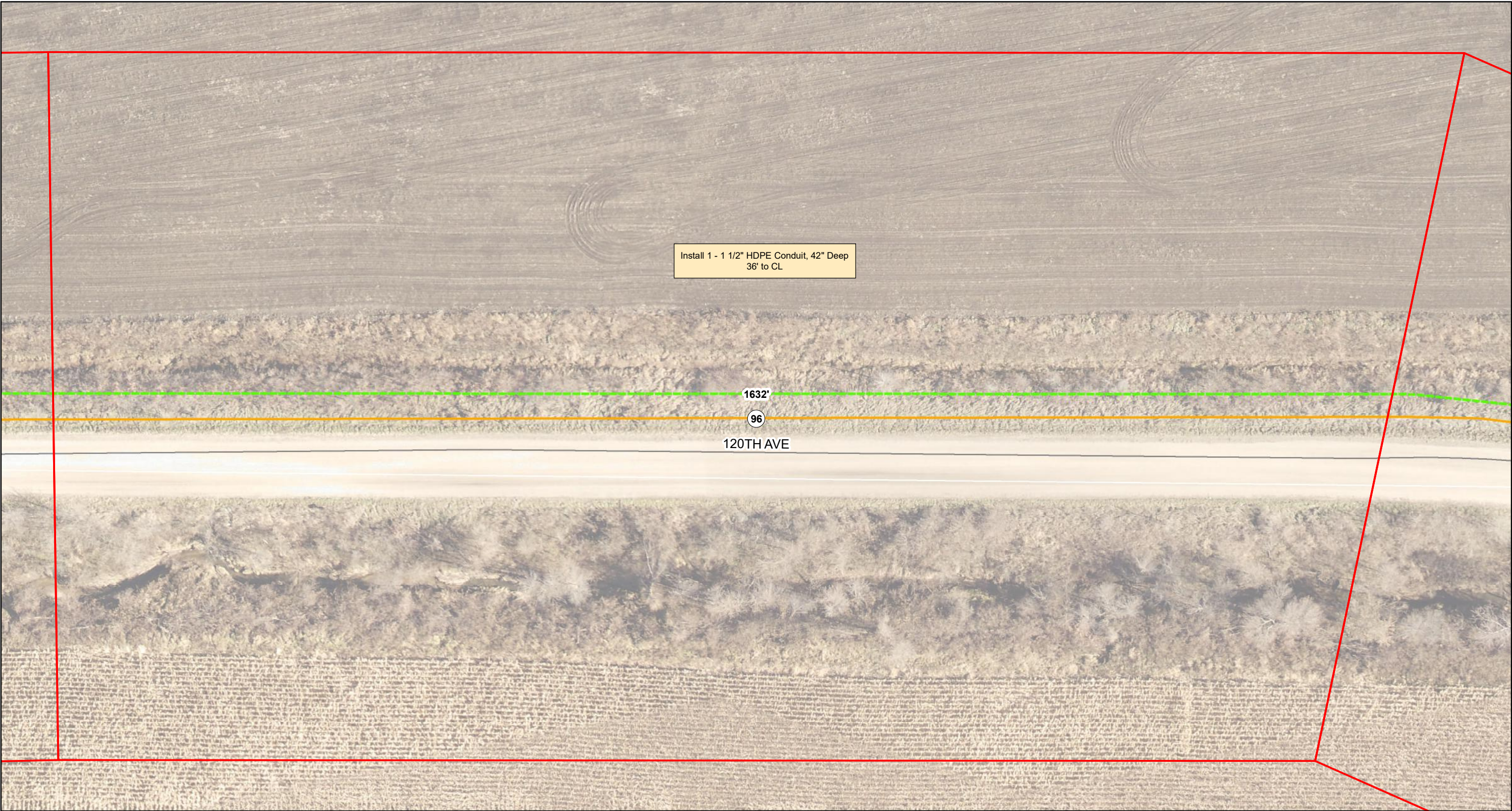
| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: L.2<br>Print Date: 9/12/2022<br>For Engineering |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------|-----------|-----|-------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                                                                                                               |                                                                                                                                                                                |                                                                                      | REV A     | 9/12/2022 | AJB |                                     |                                                                                       |                                                                                       |                                                       |
|                                                                                                                                                                               |                                                                                                                                                                                |                                                                                      |           |           |     |                                     |                                                                                       |                                                                                       |                                                       |
|                                                                                                                                                                               |                                                                                                                                                                                |                                                                                      |           |           |     |                                     |                                                                                       |                                                                                       |                                                       |
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|                                                                                                                                                                               |                                                                                                                                                                                |                                                                                      |           |           |     |                                     |                                                                                       |                                                                                       |                                                       |
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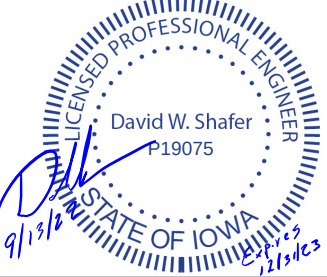
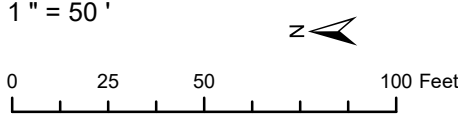
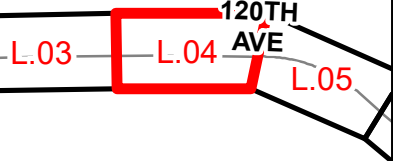




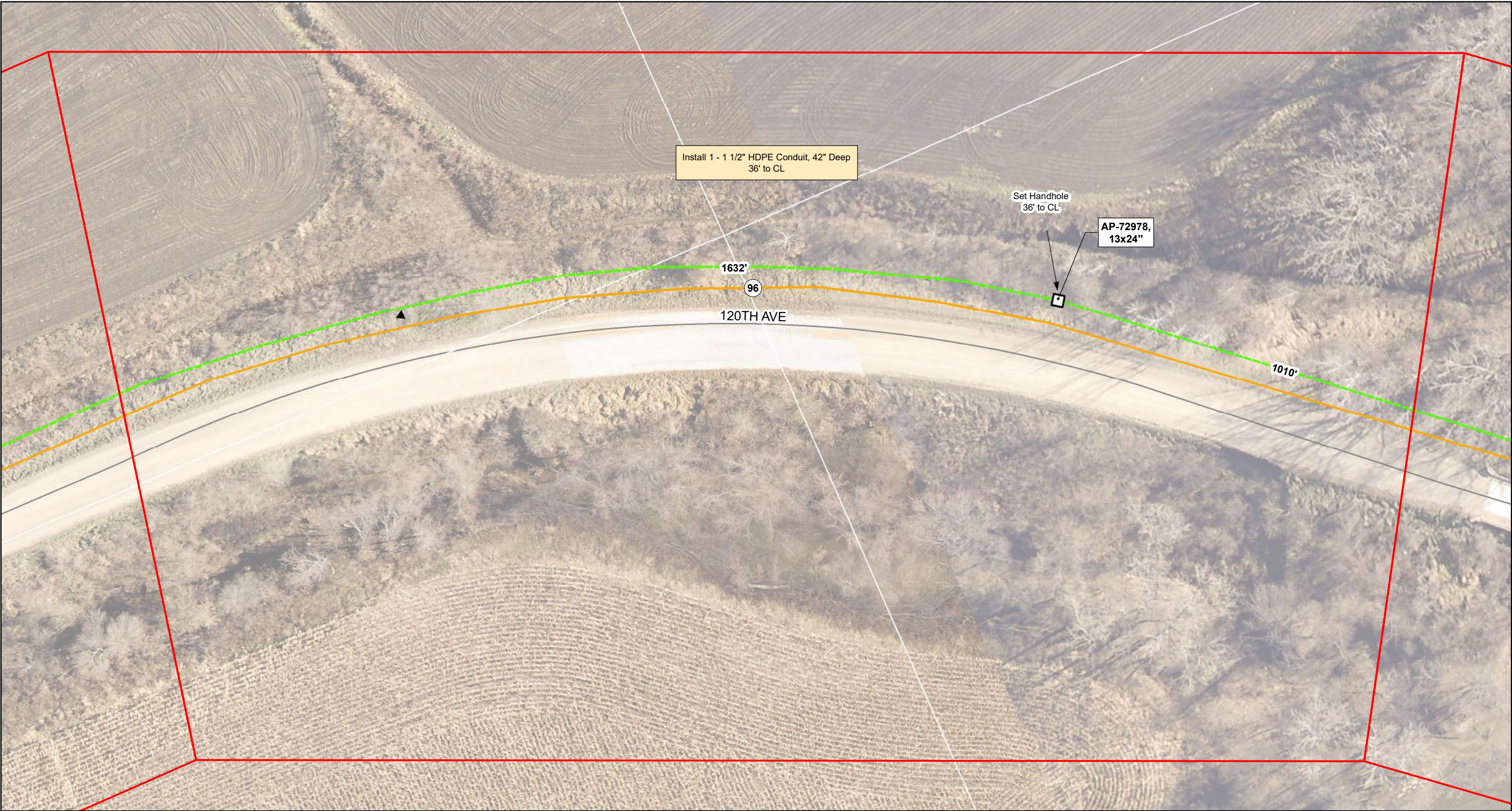
| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>INDIANOLA MUNICIPAL UTILITIES<br>Electric • Network Services • Water<br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS |           | DATE | BY | Indianola NOFA Extension<br>Phase 1 | <br>1" = 50' |  |  | Grid: L.3<br>Print Date: 9/12/2022<br>For Engineering |
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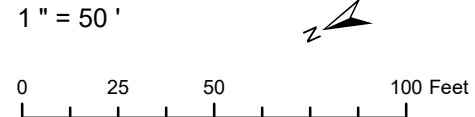
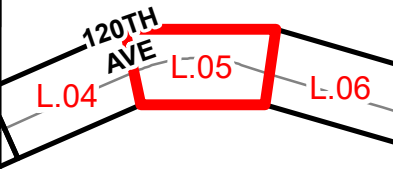




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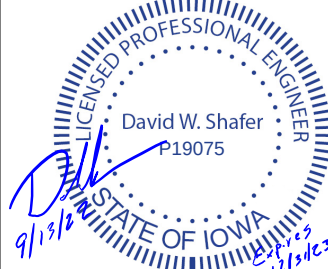




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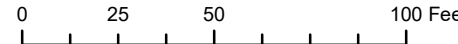


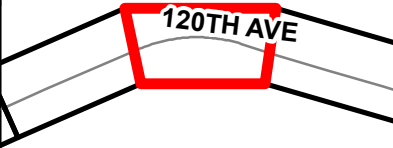
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Indianola NOFA Extension  
Phase 1

1" = 50'





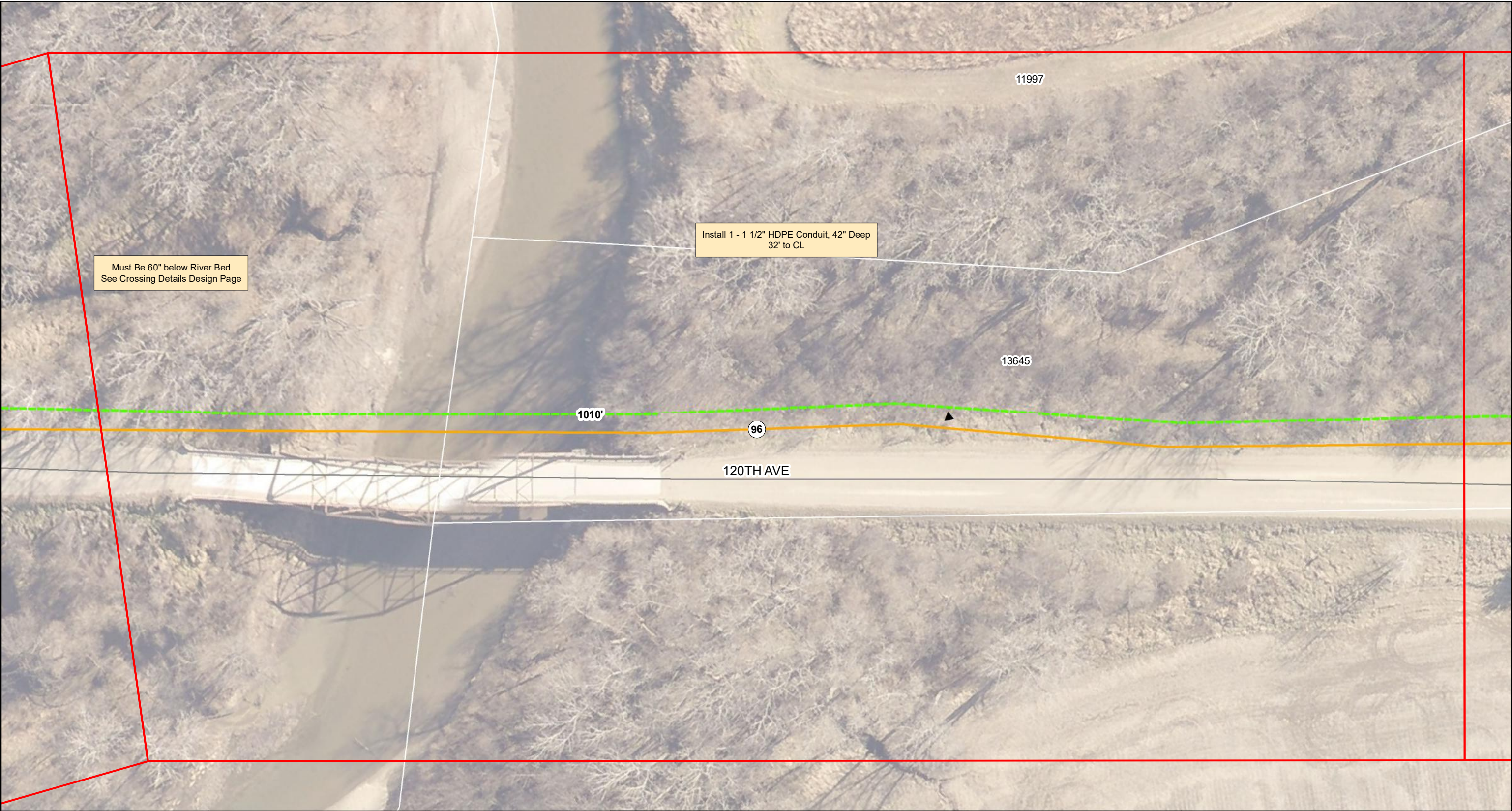
120TH AVE

Grid: L.5A

Print Date: 9/7/2022

For Engineering







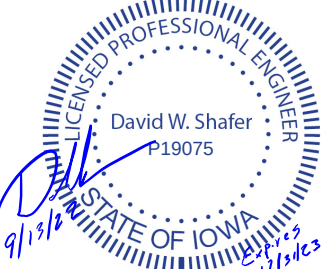
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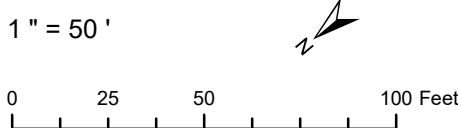


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Indianola NOFA Extension  
Phase 1

1" = 50'





120TH AVE

Grid: L.6

Print Date: 9/12/2022

For Engineering







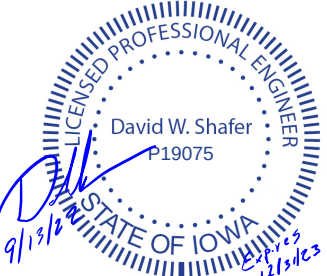
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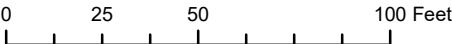


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Indianola NOFA Extension  
Phase 1

1" = 50'



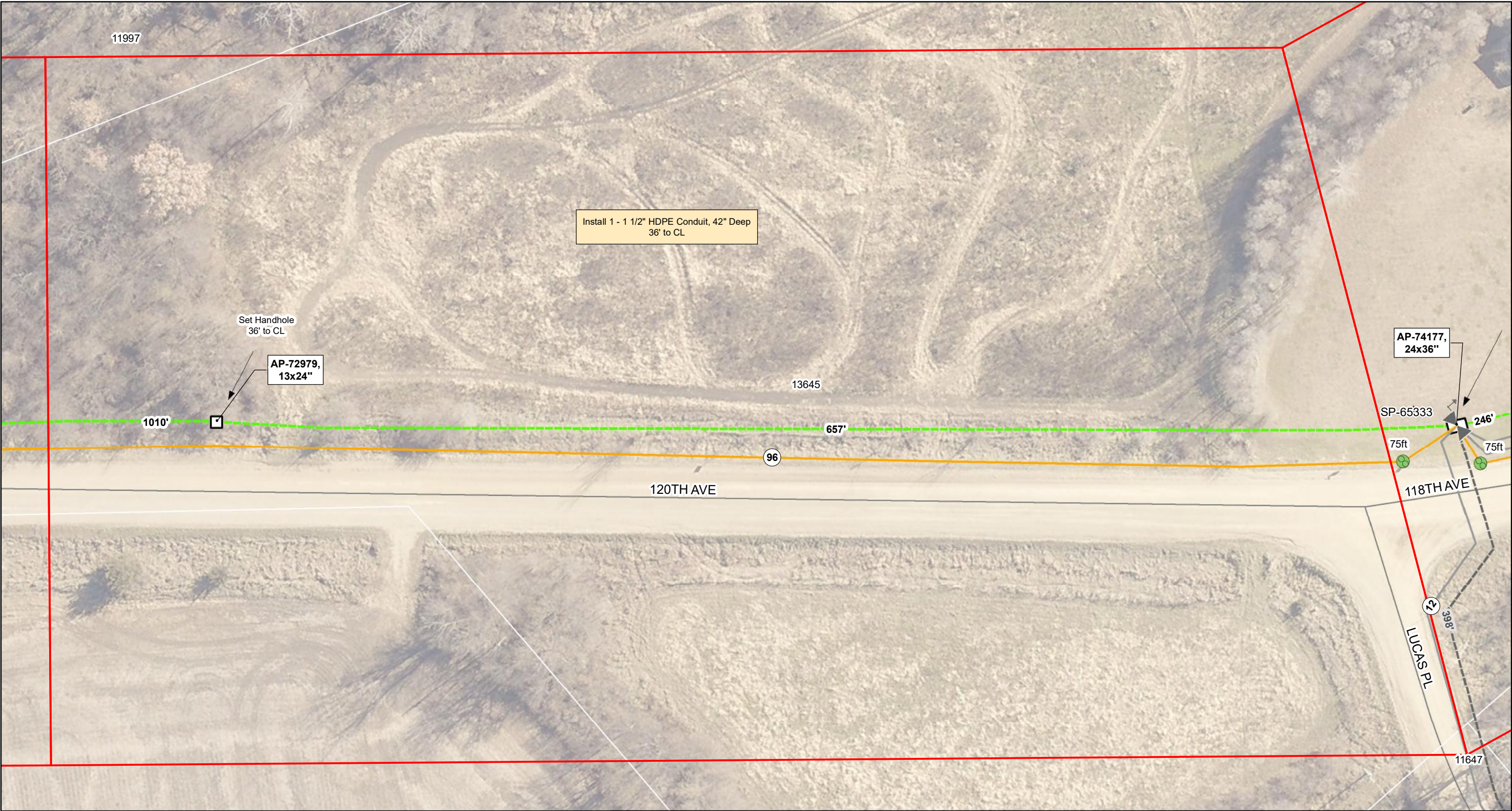


Grid: L.6A

Print Date: 9/7/2022

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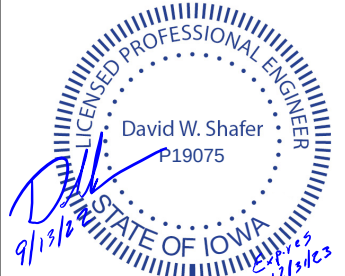
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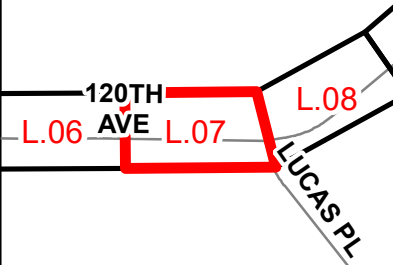
David W. Shafer  
P19075  
STATE OF IOWA  
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Indianola NOFA Extension  
Phase 1

1" = 50'





120TH AVE  
L.06 L.07 L.08  
LUCAS PL

Grid: L.7

Print Date: 9/12/2022

For Engineering







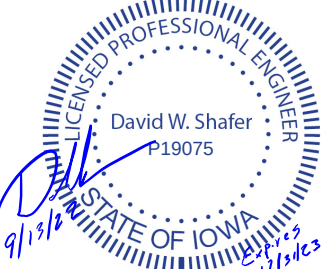
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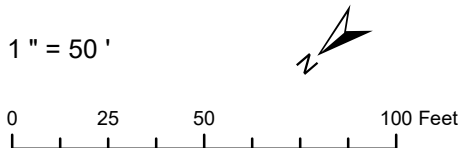


David W. Shafer  
P19075  
STATE OF IOWA

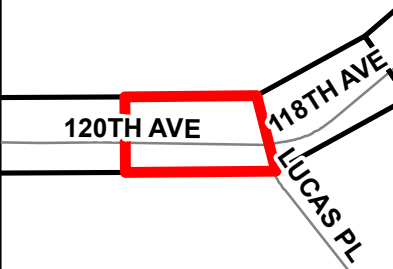
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Indianola NOFA Extension  
Phase 1

1" = 50'



0 25 50 100 Feet



120TH AVE

118TH AVE

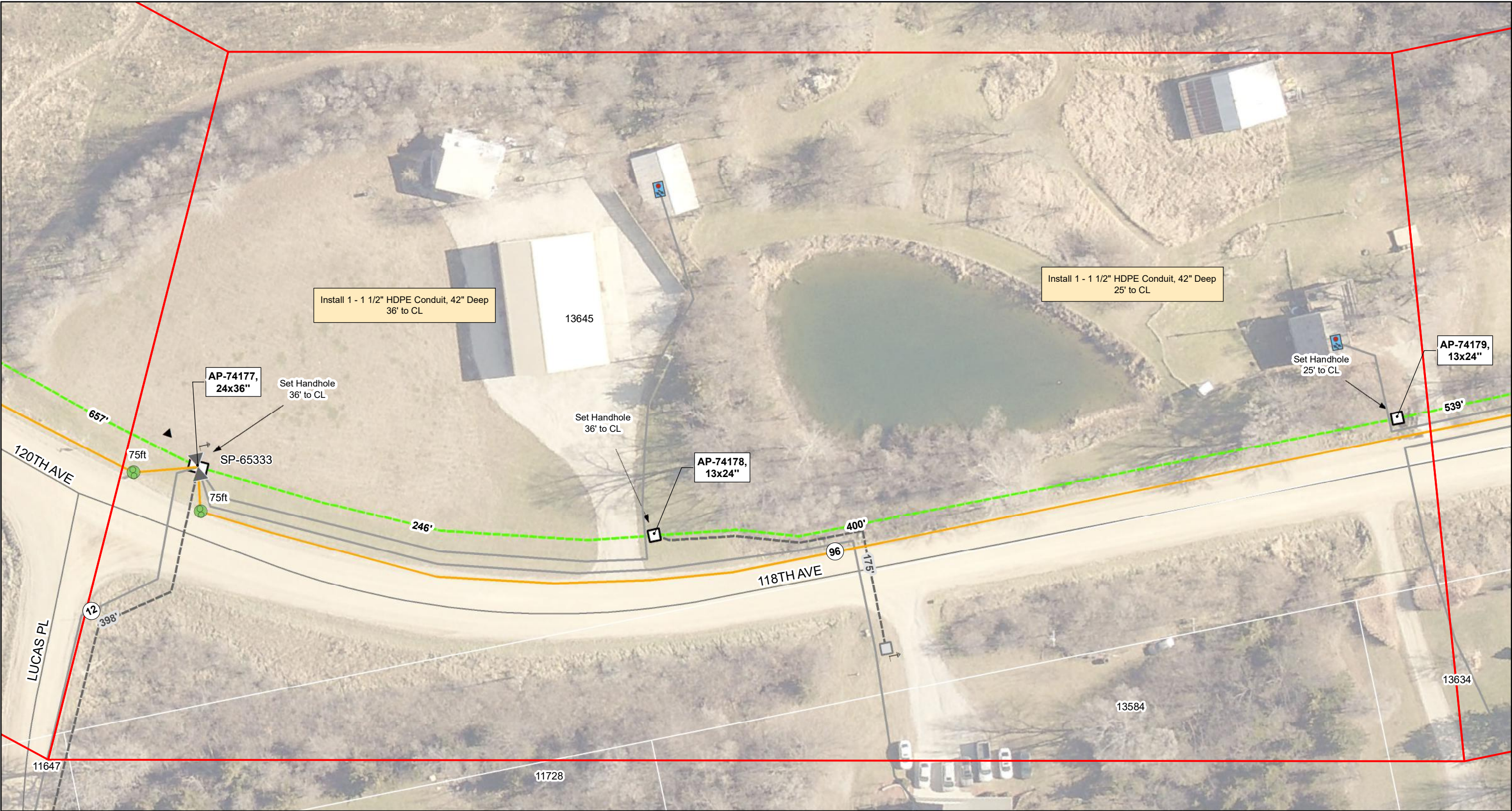
LUCAS PL

Grid: L.7A

Print Date: 9/7/2022

For Engineering







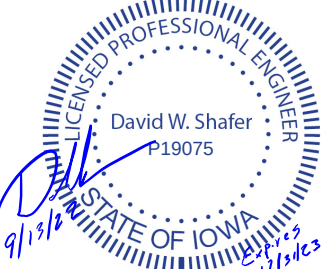
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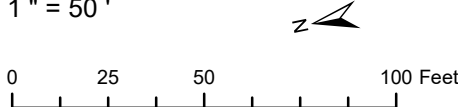


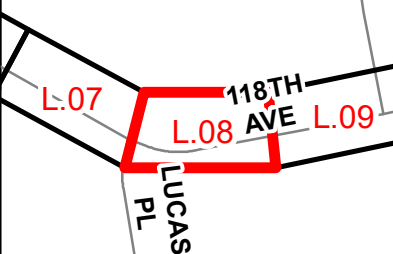
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Indianola NOFA Extension  
Phase 1

1" = 50'





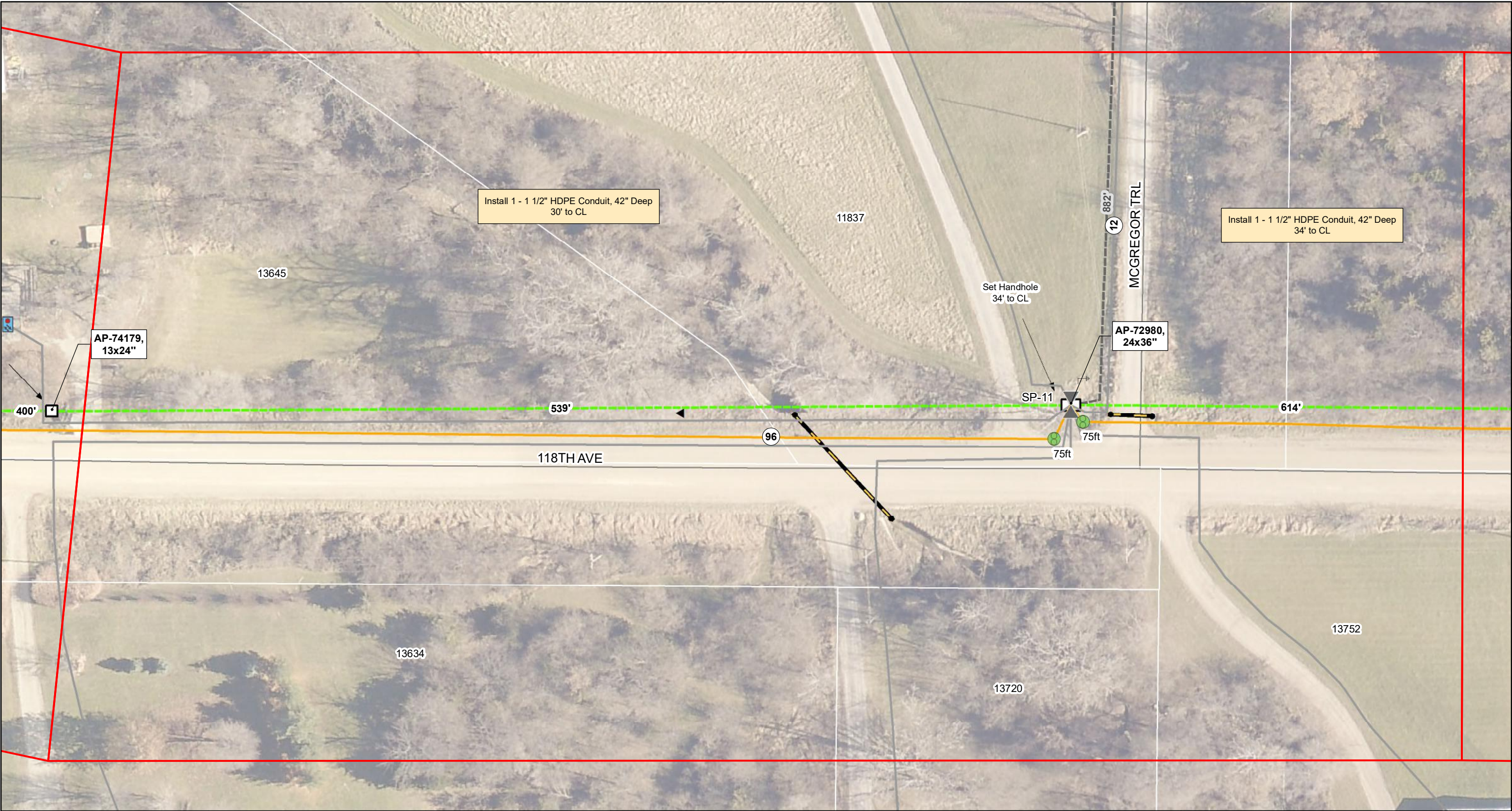
L.07  
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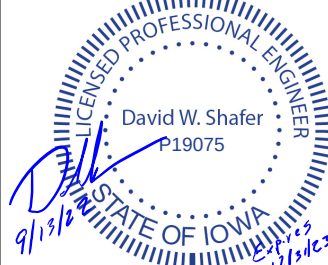
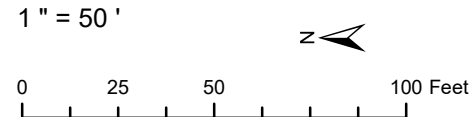
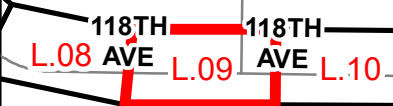
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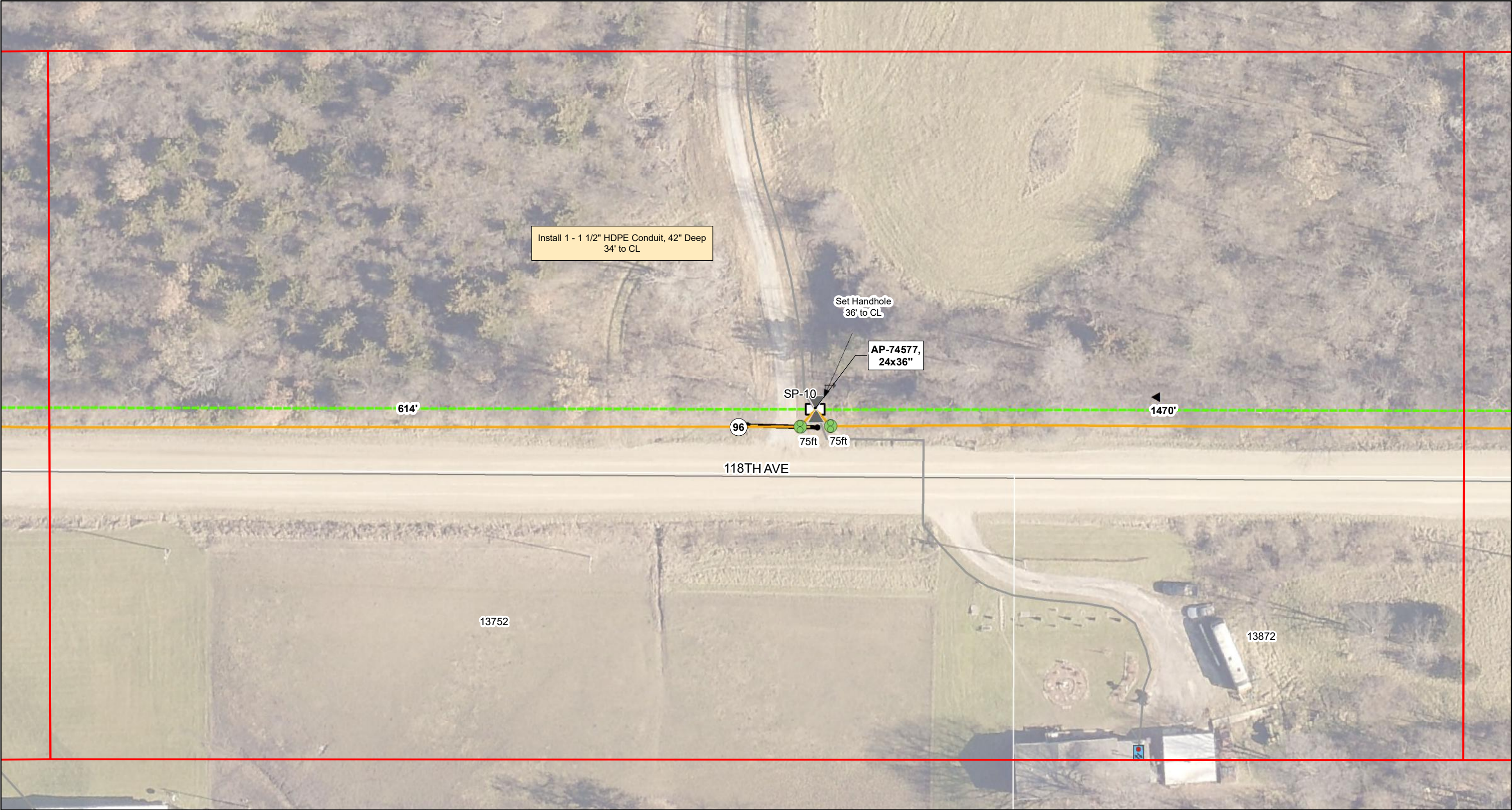
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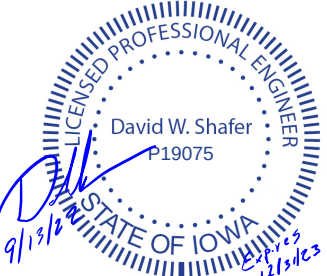
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Indianola NOFA Extension  
Phase 1

1" = 50'



0 25 50 100 Feet

L.09 **L.10** L.11

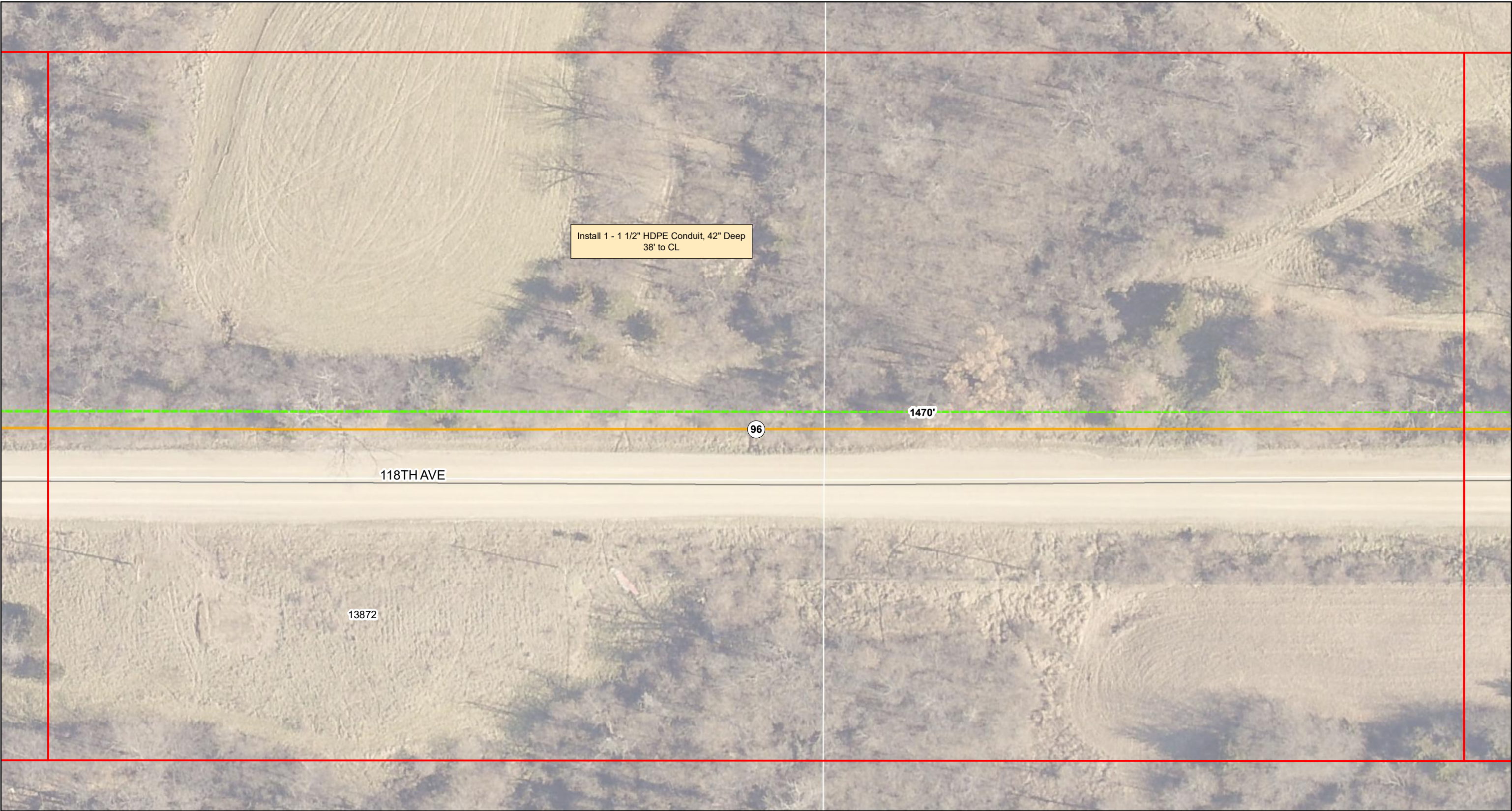
118TH AVE

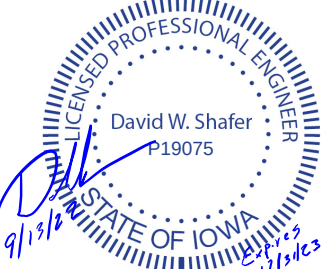
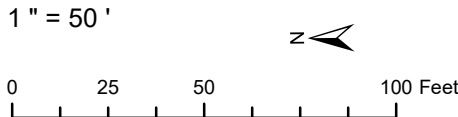
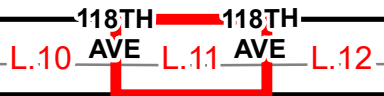
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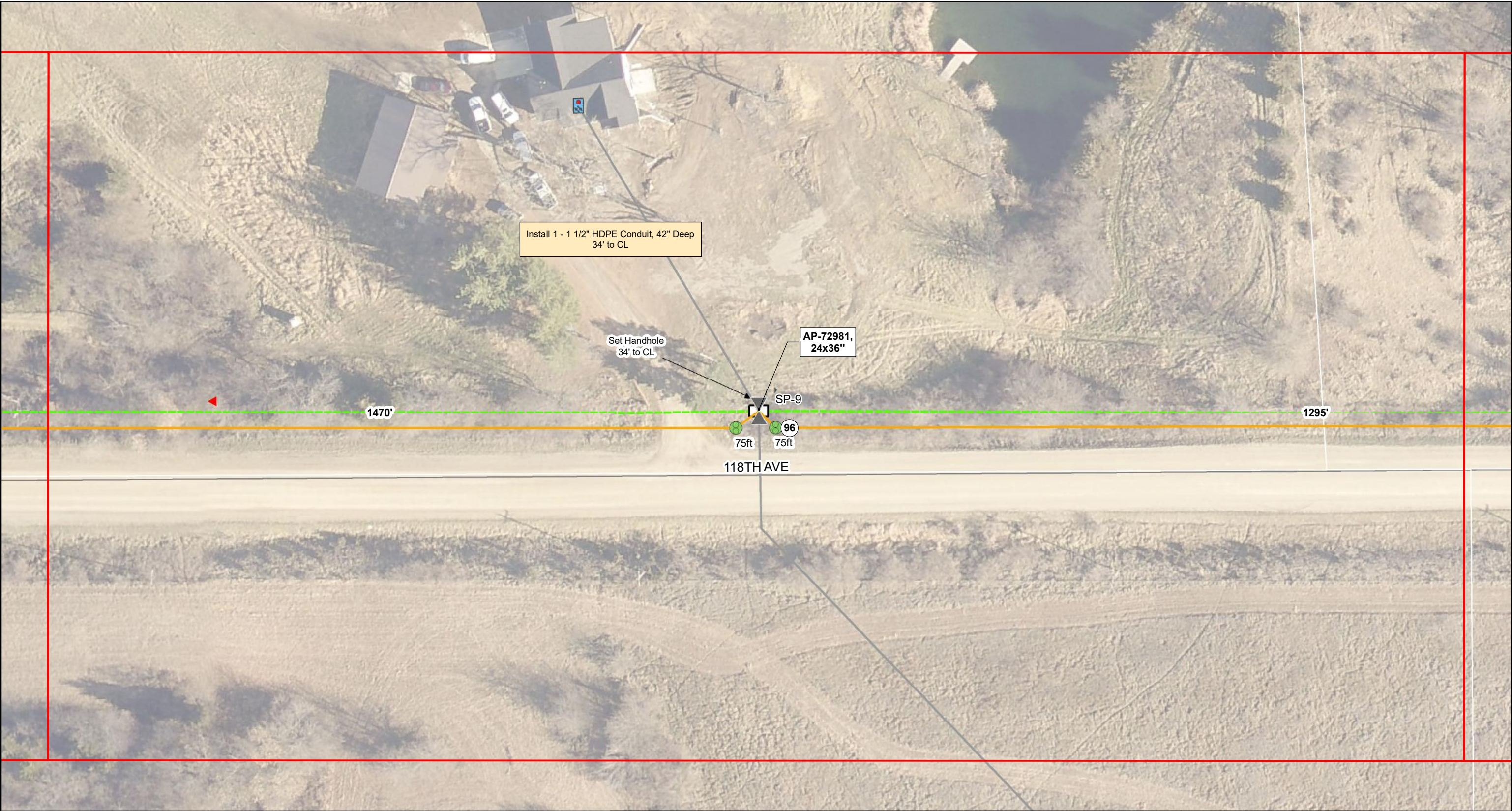
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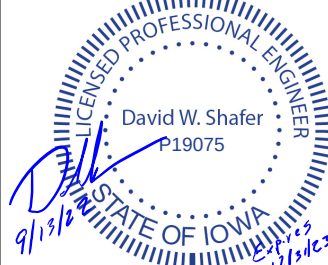
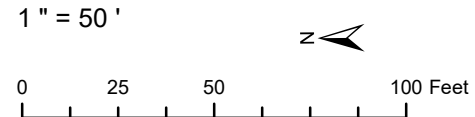




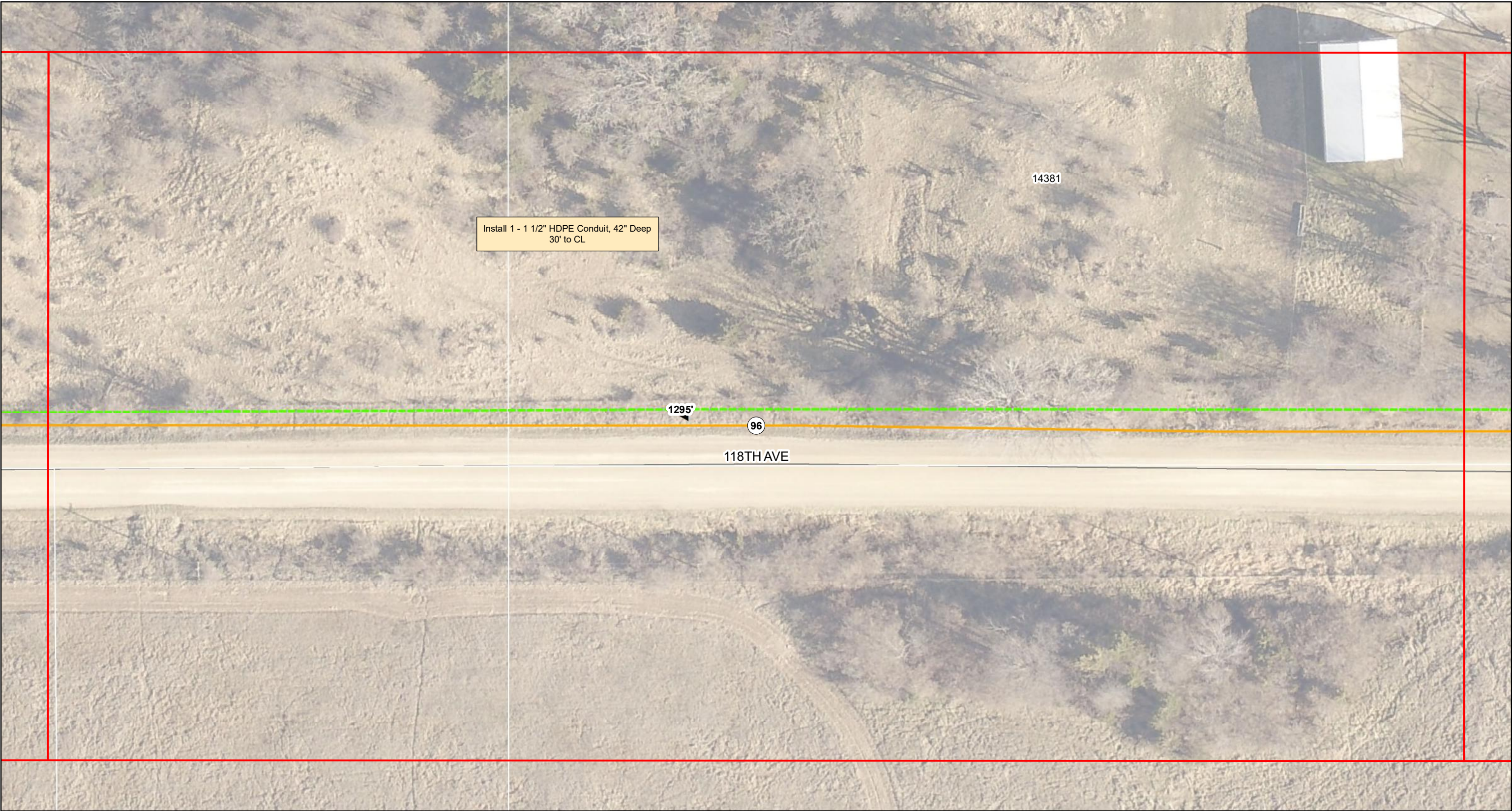
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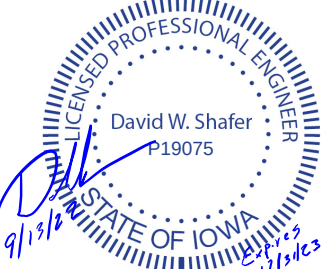
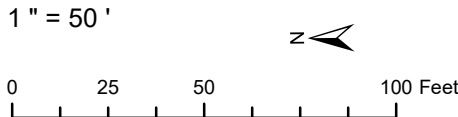




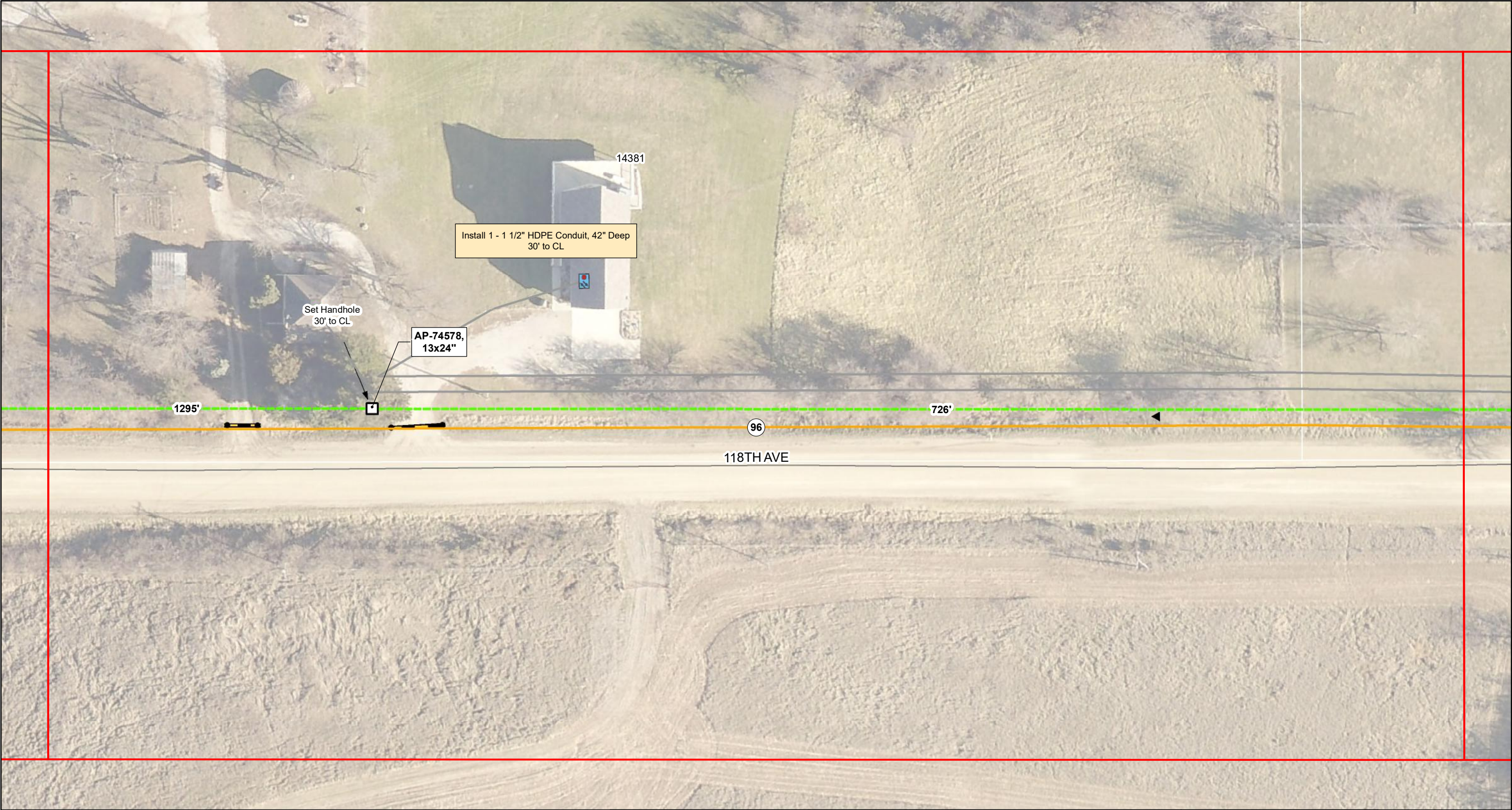
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| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: L.12<br>Print Date: 9/12/2022<br>For Engineering |
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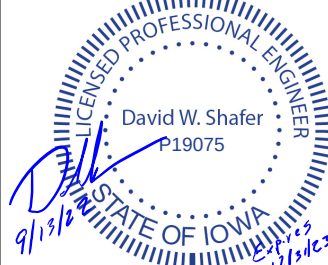
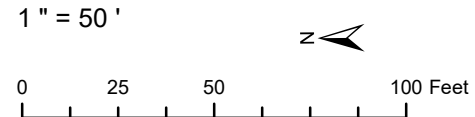




| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  |  | Grid: L.13<br>Print Date: 9/12/2022<br>For Engineering |
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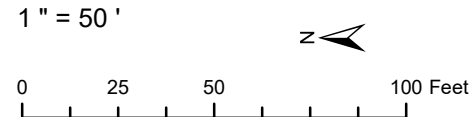
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| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: L.14<br>Print Date: 9/12/2022<br>For Engineering |
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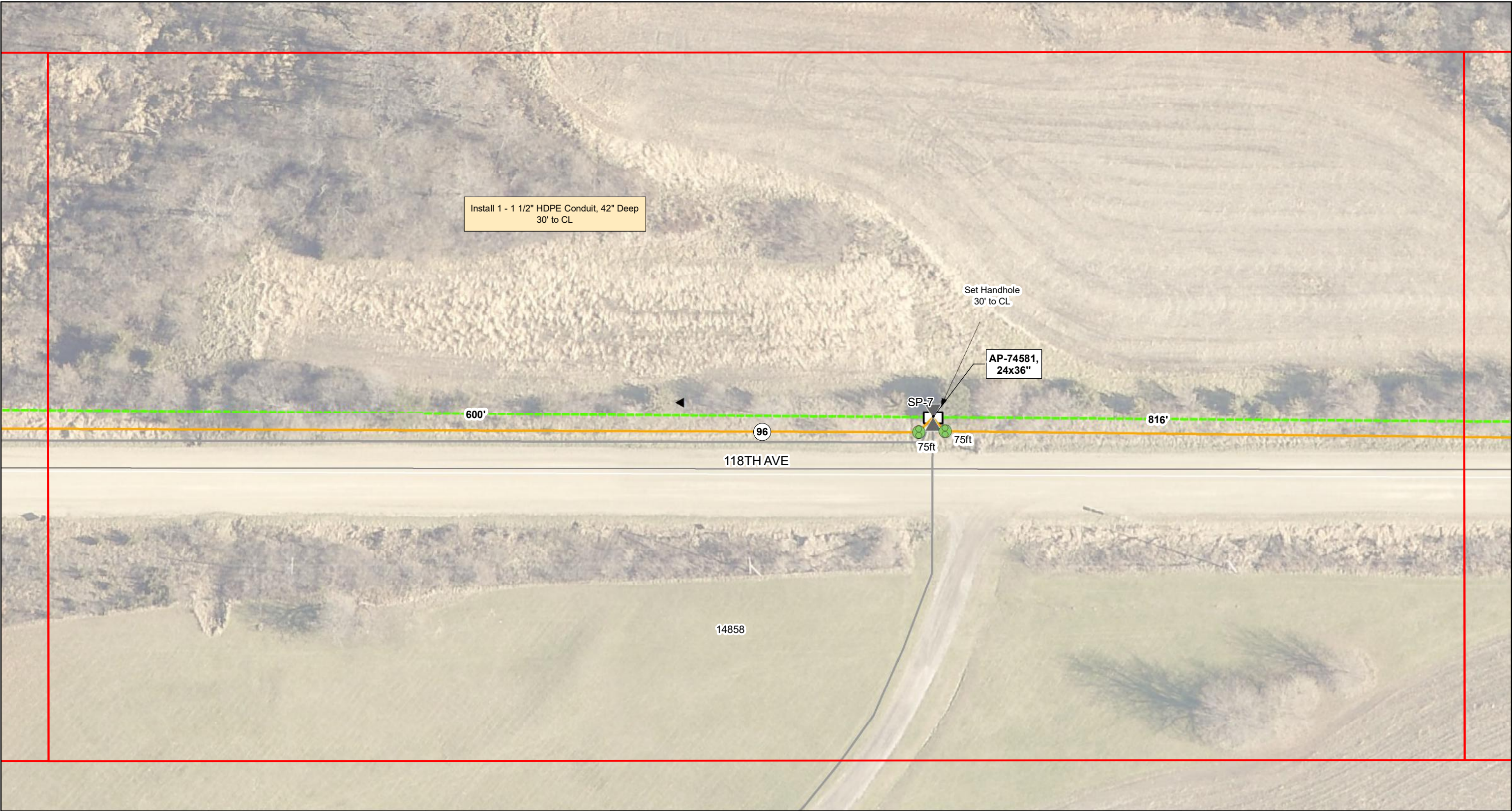


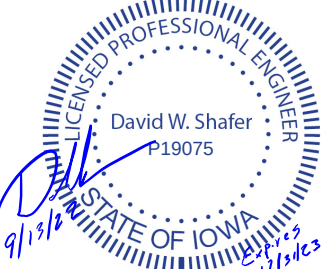
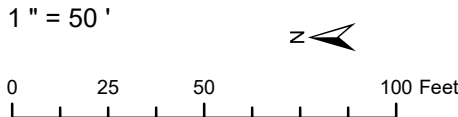




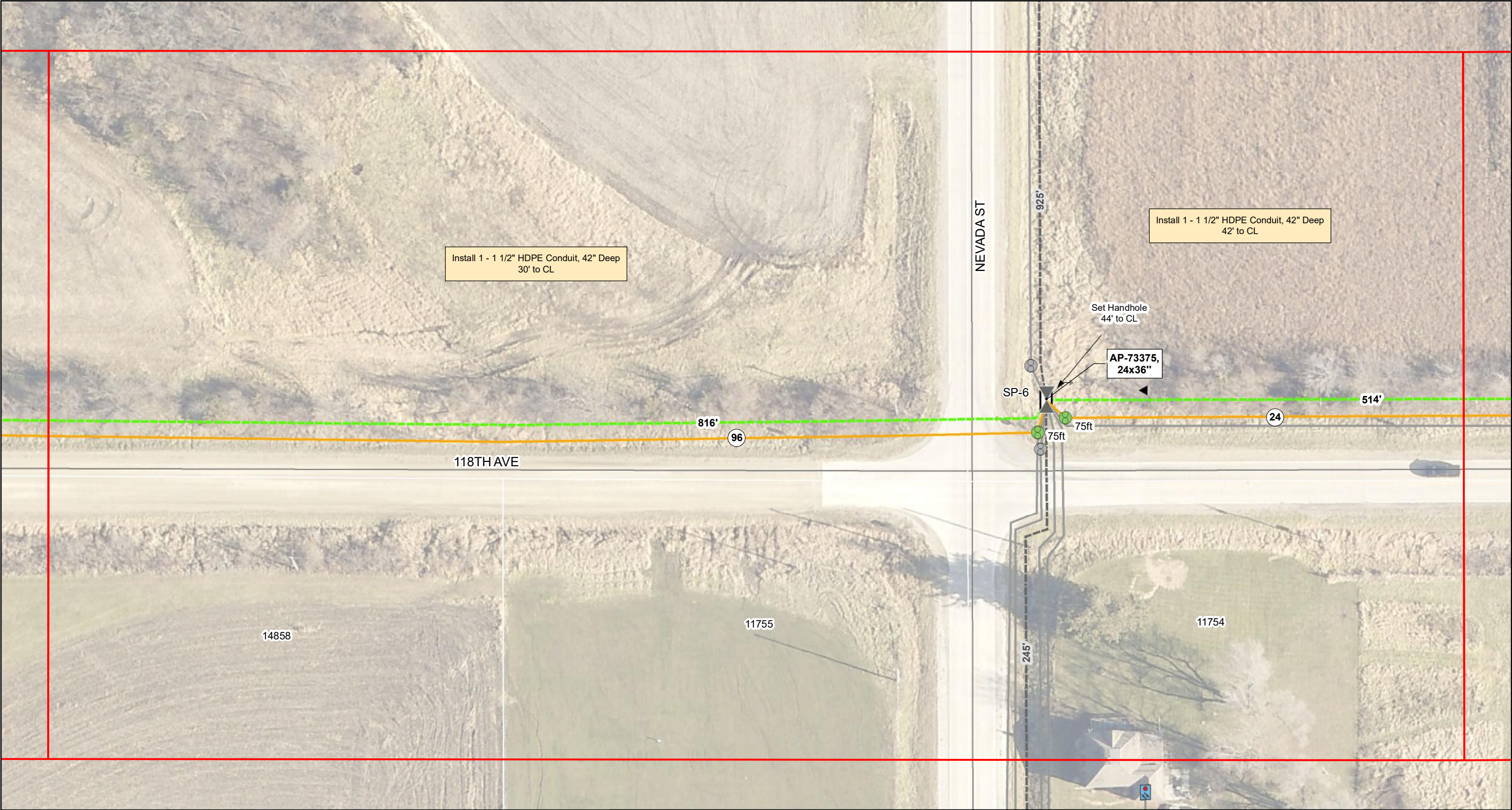
| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS |           | DATE | BY | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: L.16<br>Print Date: 9/12/2022<br>For Engineering |
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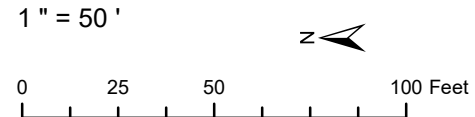
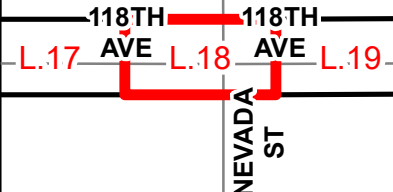




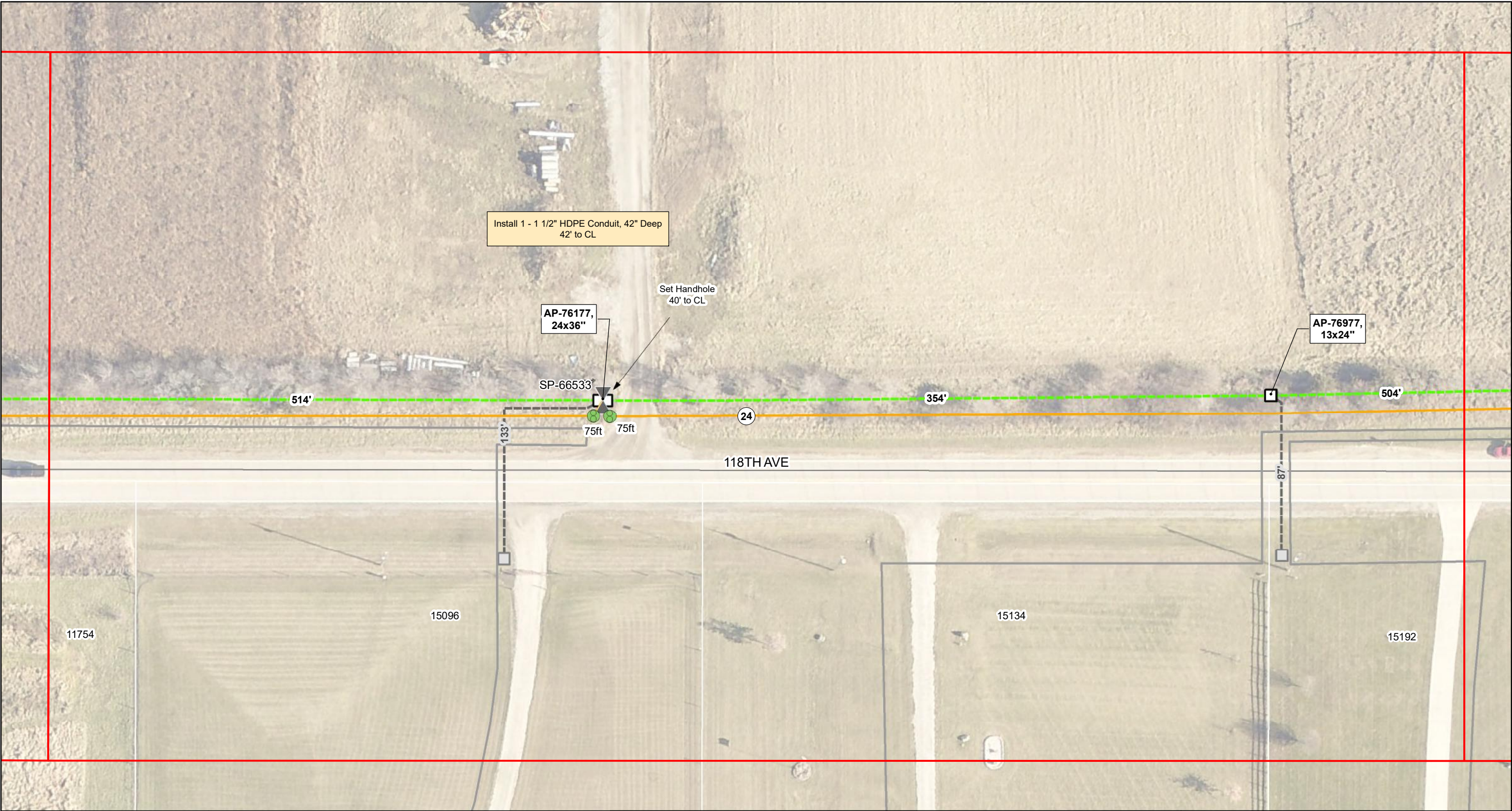
| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS |  | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: L.17<br>Print Date: 9/12/2022<br>For Engineering |
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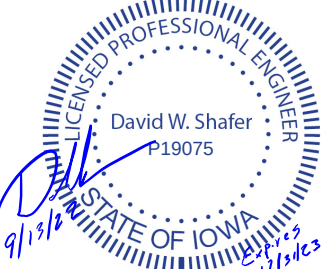




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6000 Grand Avenue  
Des Moines, IA 50312  
800-626-6234



Indianola Municipal Utilities  
111 S Buxton St  
Indianola, IA 50125  
515-961-9444



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Indianola NOFA Extension  
Phase 1

1" = 50'



NEVADA ST

118TH AVE

NEVADA ST

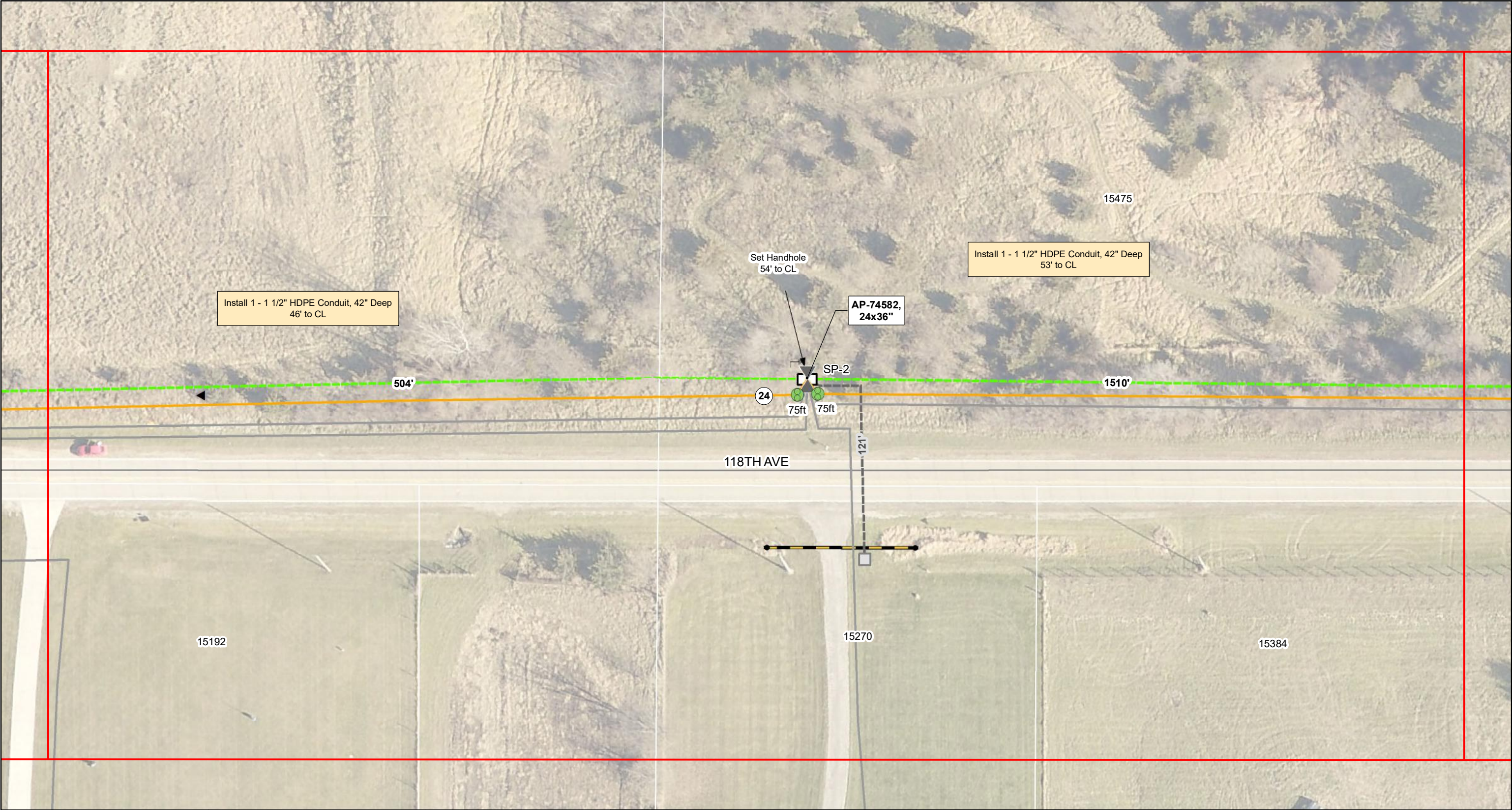
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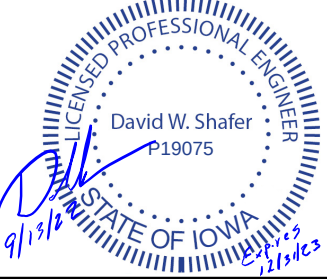
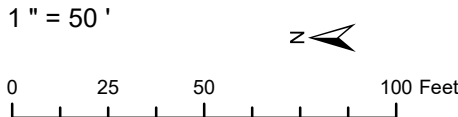
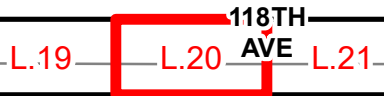
Grid: L.19

Print Date: 9/12/2022

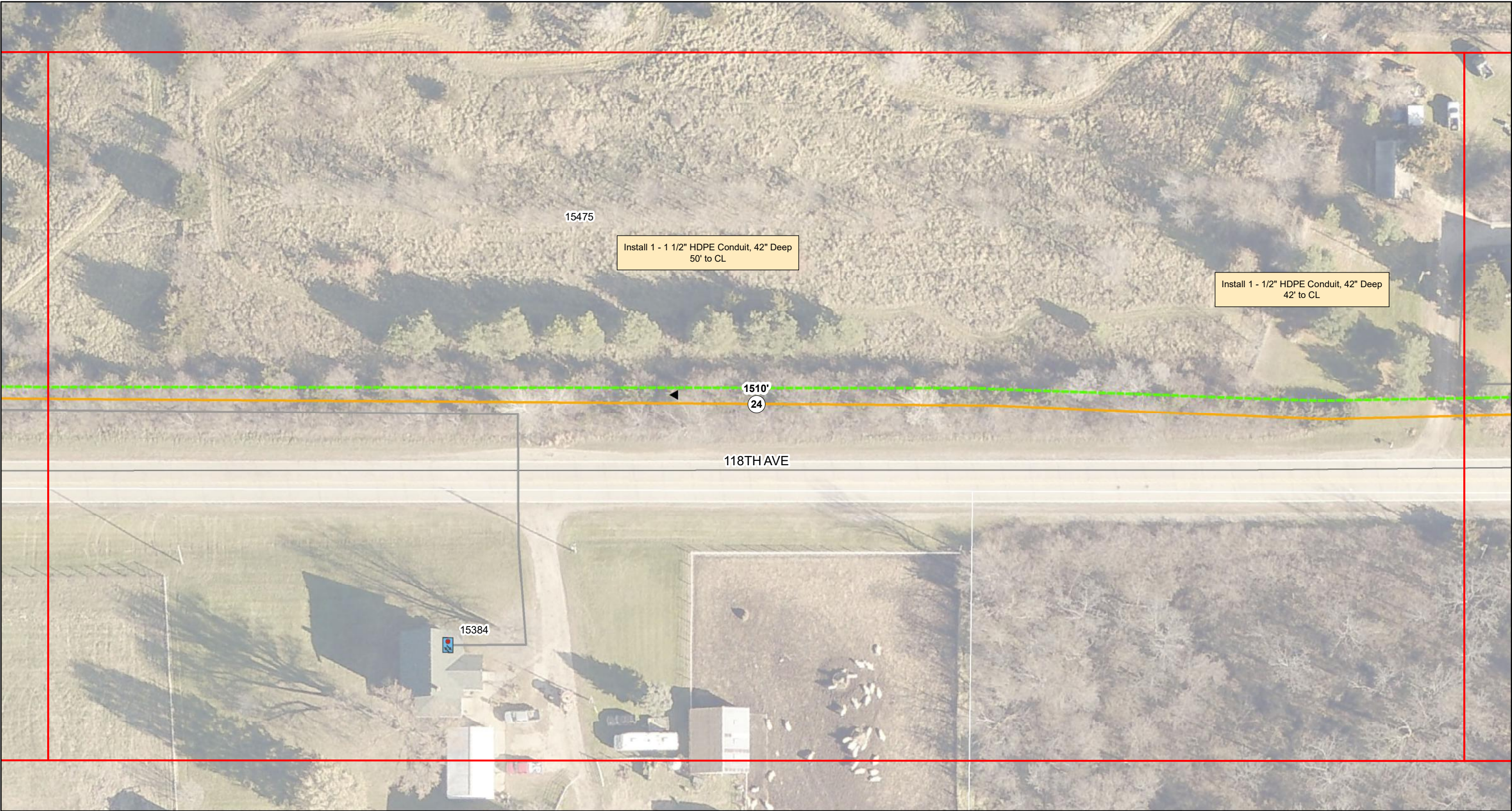
For Engineering

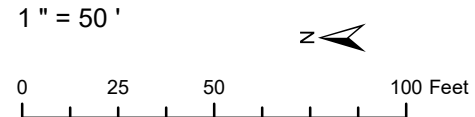




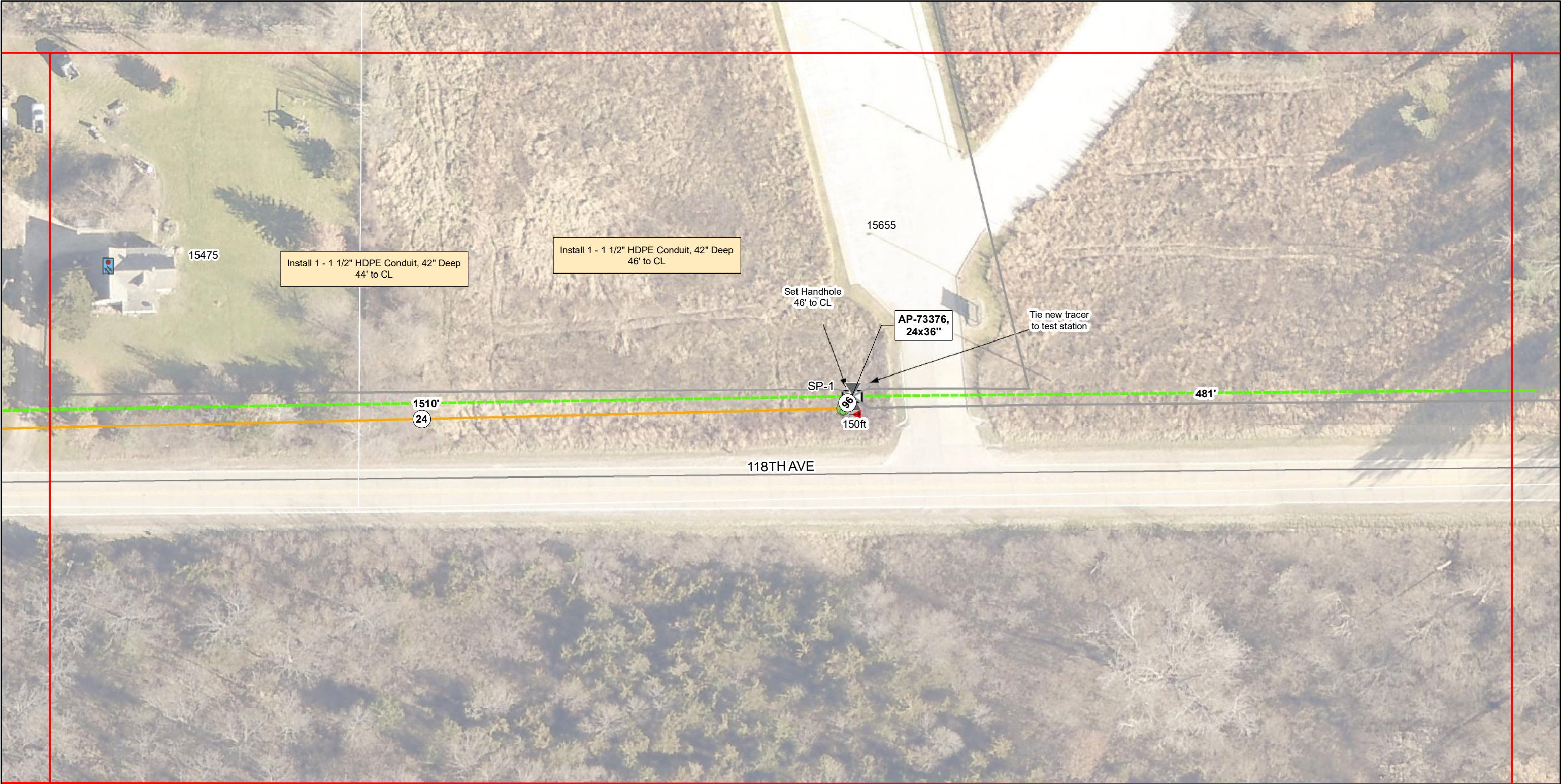
| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS |           | DATE | BY | Indianola NOFA Extension<br>Phase 1 |  |  |  | Grid: L.20<br>Print Date: 9/12/2022<br>For Engineering |
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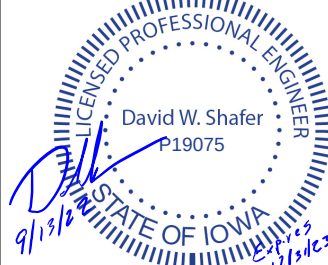
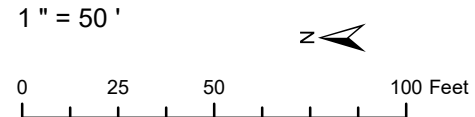




| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS |           | DATE | BY | Indianola NOFA Extension<br>Phase 1 |  |  |  | Grid: L.21<br>Print Date: 9/12/2022<br>For Engineering |
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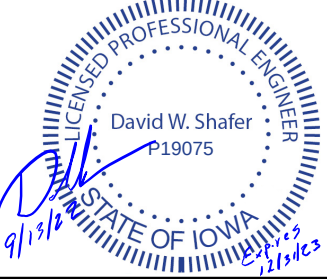
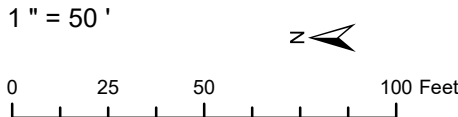




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| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: L.22<br>Print Date: 9/12/2022<br>For Engineering |
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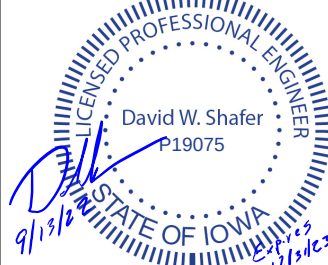
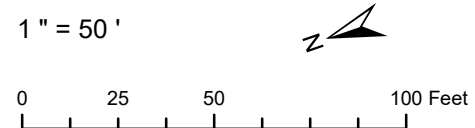
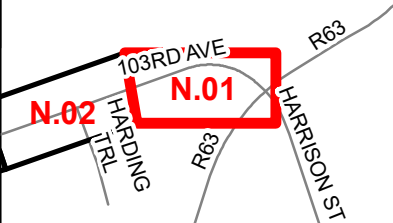




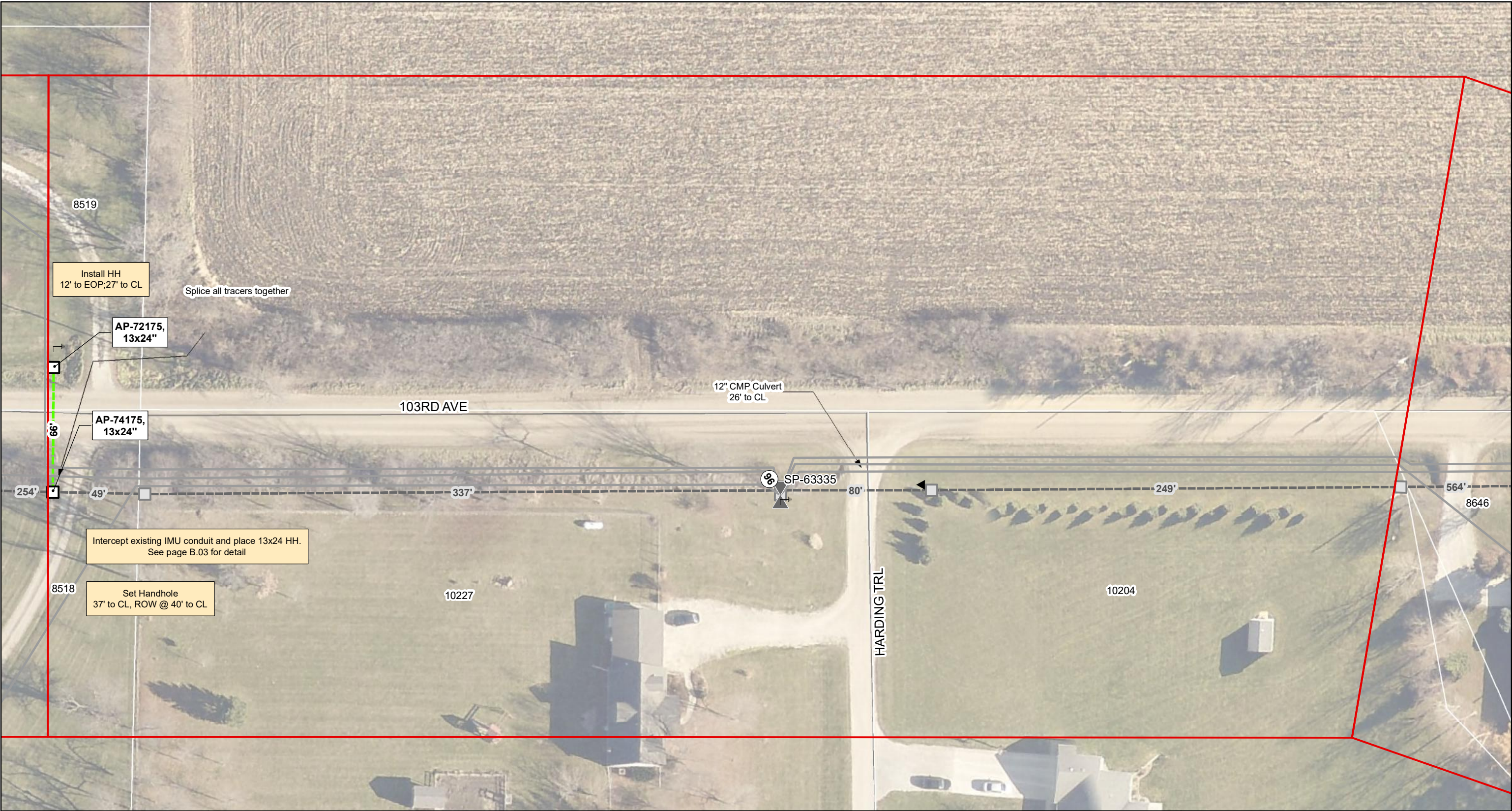
| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 |  | REVISIONS |  | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  | <div>L.22<div>L.23</div>L.24</div> <div>118TH AVE</div> | Grid: L.23<br>Print Date: 9/12/2022<br>For Engineering |
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| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>INDIANOLA MUNICIPAL UTILITIES<br>Electric • Network Services • Water<br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 | <br>9/13/22<br>2/13/23 | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 |  |  | Grid: N. 1<br>Print Date: 9/12/2022<br>For Engineering |
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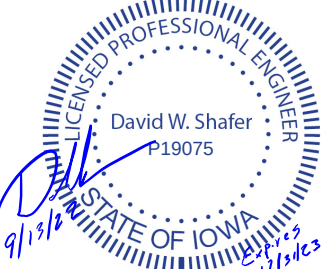




NewCom Technologies, Inc.  
6000 Grand Avenue  
Des Moines, IA 50312  
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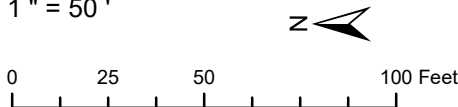
Indianola Municipal Utilities  
111 S Buxton St  
Indianola, IA 50125  
515-961-9444

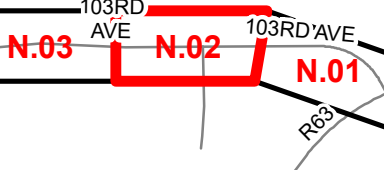


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Indianola NOFA Extension  
Phase 1

1" = 50'



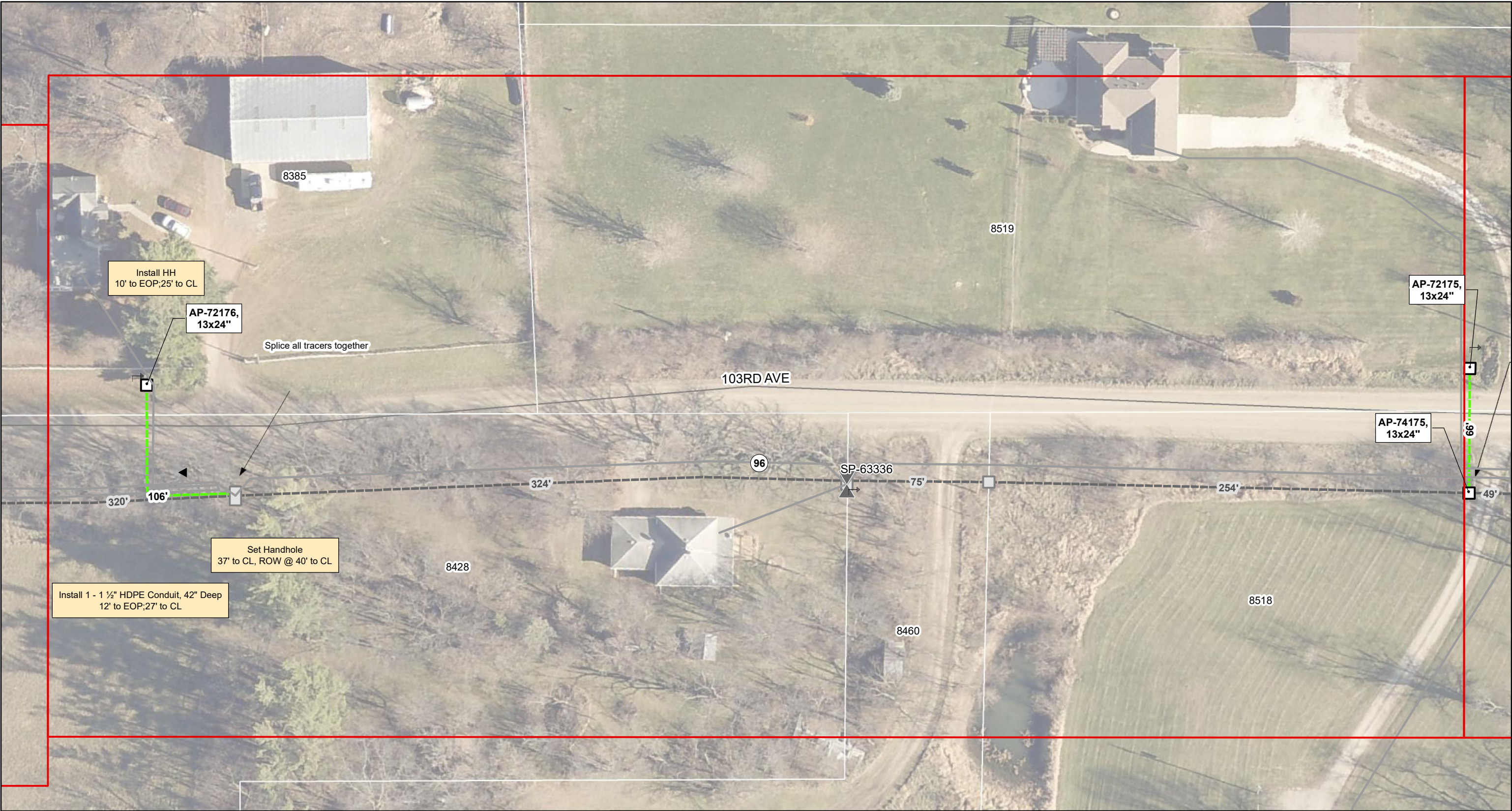


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Print Date: 9/12/2022

For Engineering





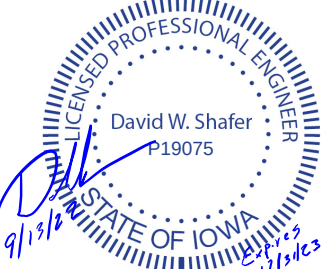


NewCom Technologies, Inc.  
6000 Grand Avenue  
Des Moines, IA 50312  
800-626-6234

INDIANOLA MUNICIPAL UTILITIES



Indianola Municipal Utilities  
111 S Buxton St  
Indianola, IA 50125  
515-961-9444



David W. Shafer  
P19075  
STATE OF IOWA

| REVISIONS | DATE      | BY  |
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Indianola NOFA Extension  
Phase 1

1" = 50'



103RD AVE

N.04 N.03 N.02

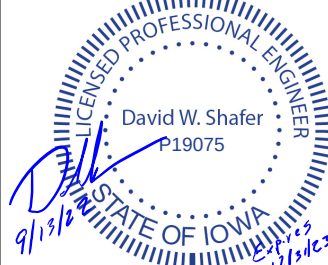
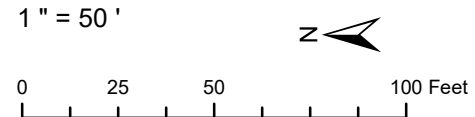
Grid: N. 3

Print Date: 9/12/2022

For Engineering





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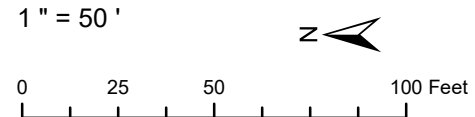
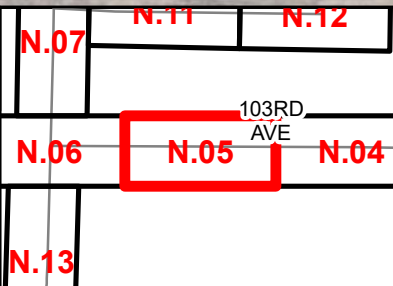
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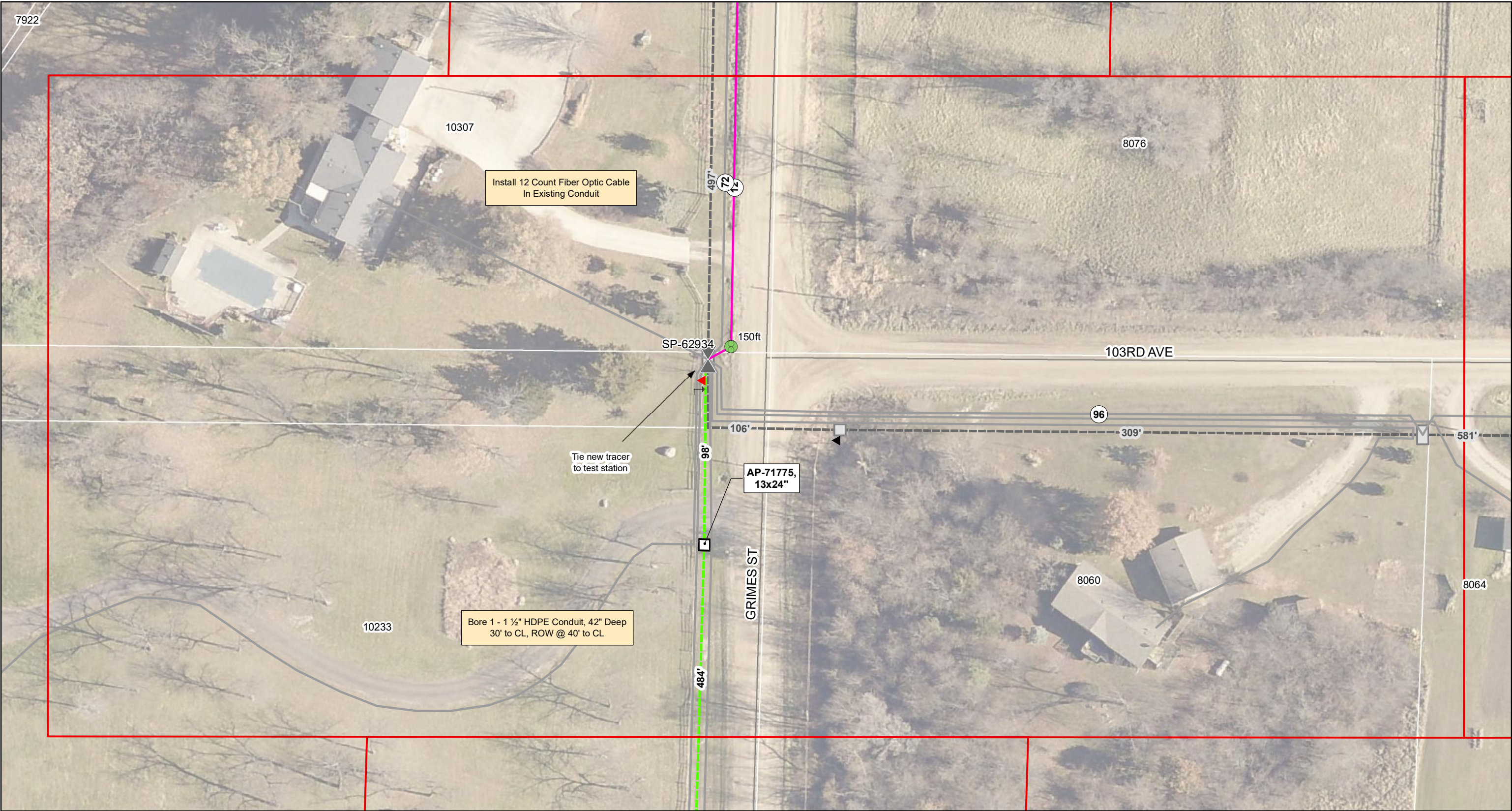
For Engineering

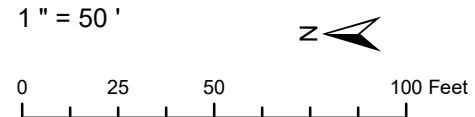
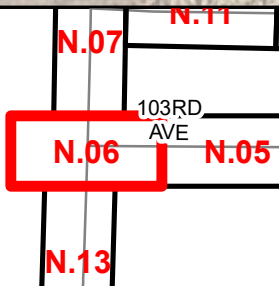




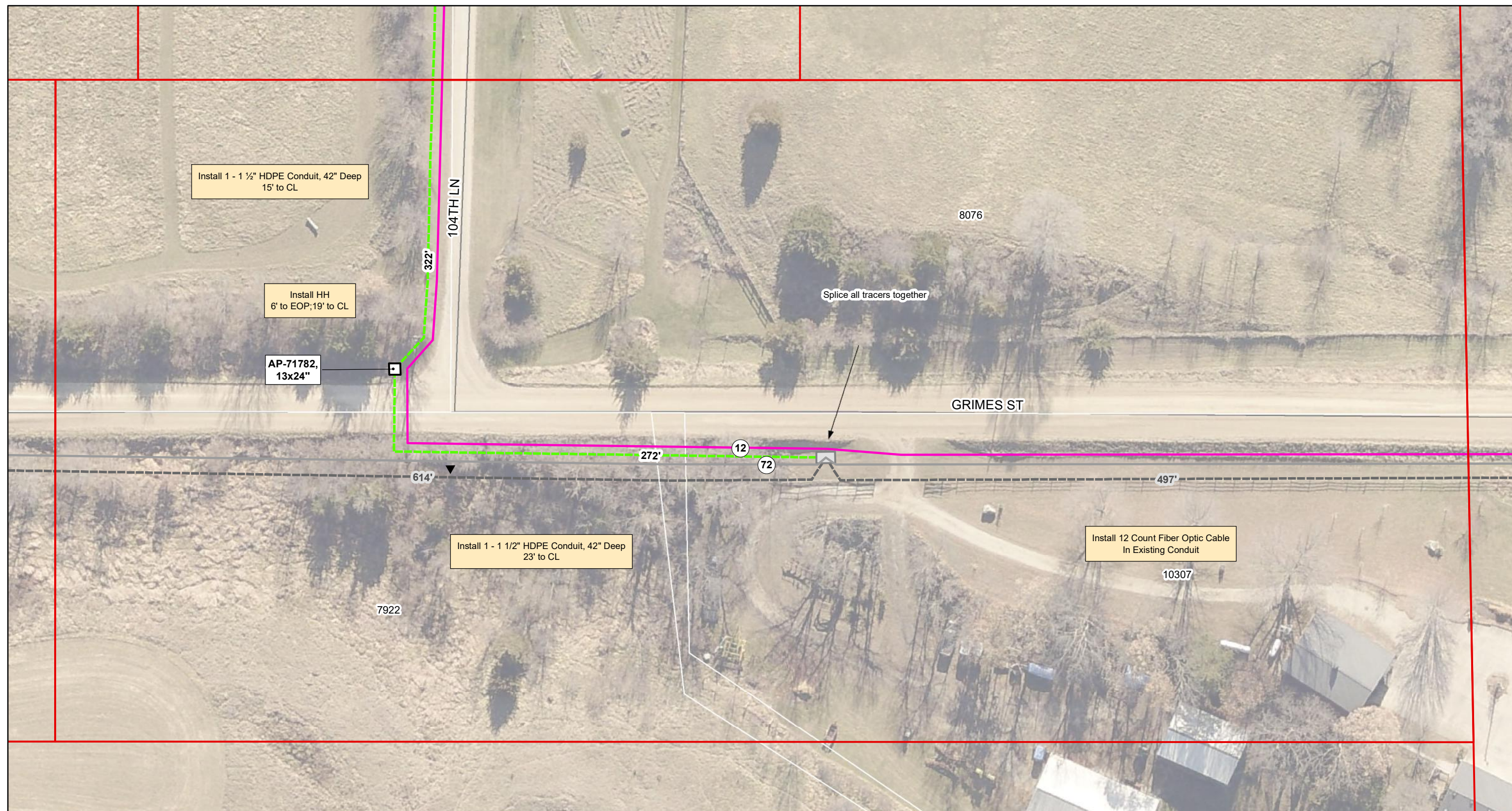
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| <br>NewCom Technologies, Inc.<br>6000 Grand Avenue<br>Des Moines, IA 50312<br>800-626-6234 | <br>INDIANOLA MUNICIPAL UTILITIES<br>Electric • Network Services • Water<br>Indianola Municipal Utilities<br>111 S Buxton St<br>Indianola, IA 50125<br>515-961-9444 | <br>9/13/22<br>2/13/23 | REVISIONS | DATE      | BY  | Indianola NOFA Extension<br>Phase 1 | <br>0 25 50 100 Feet |  |  | Grid: N. 5<br>Print Date: 9/12/2022<br>For Engineering |
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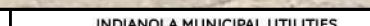
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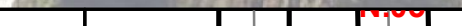
Indianola Municipal Utilities  
111 S Buxton St  
Indianola, IA 50125  
515-961-9444



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## Indianola NOFA Extension Phase 1



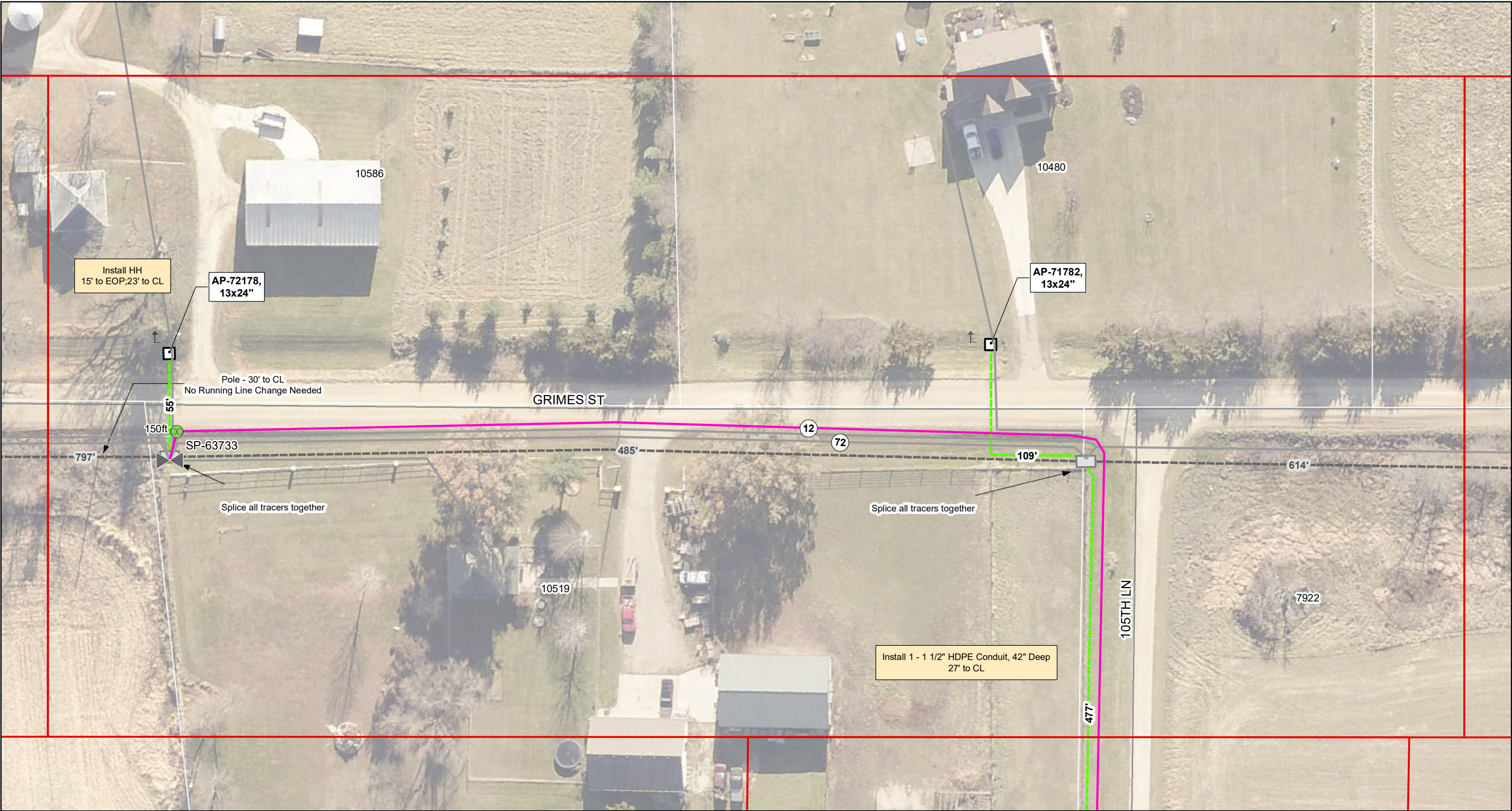


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For Engineering





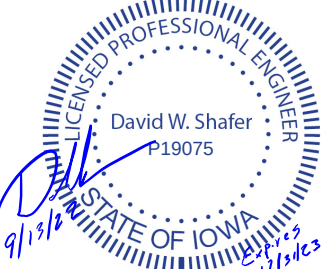


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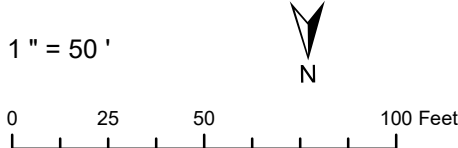


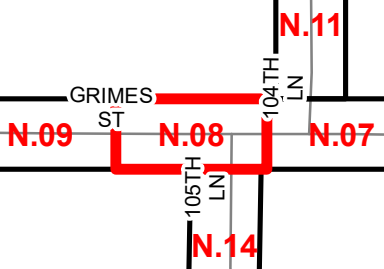
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Indianola NOFA Extension  
Phase 1

1" = 50'





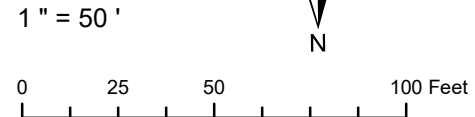
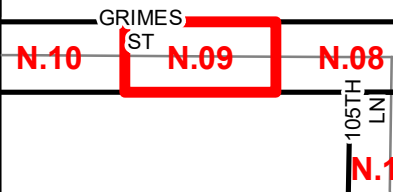
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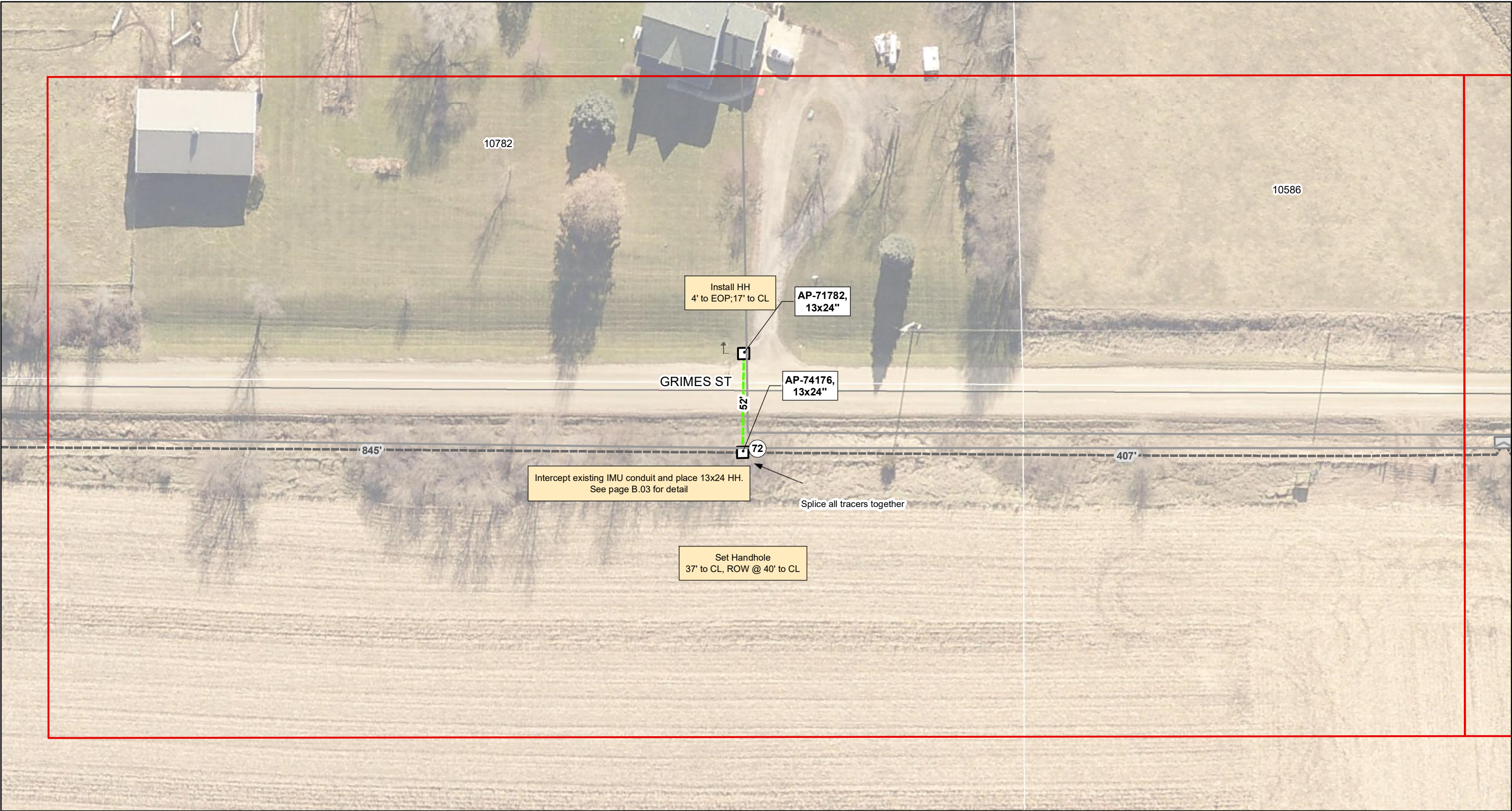
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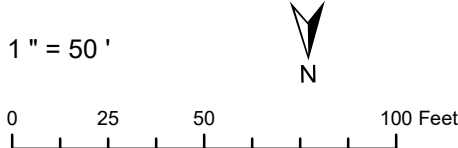
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Indianola NOFA Extension  
Phase 1

1" = 50'



GRIMES ST

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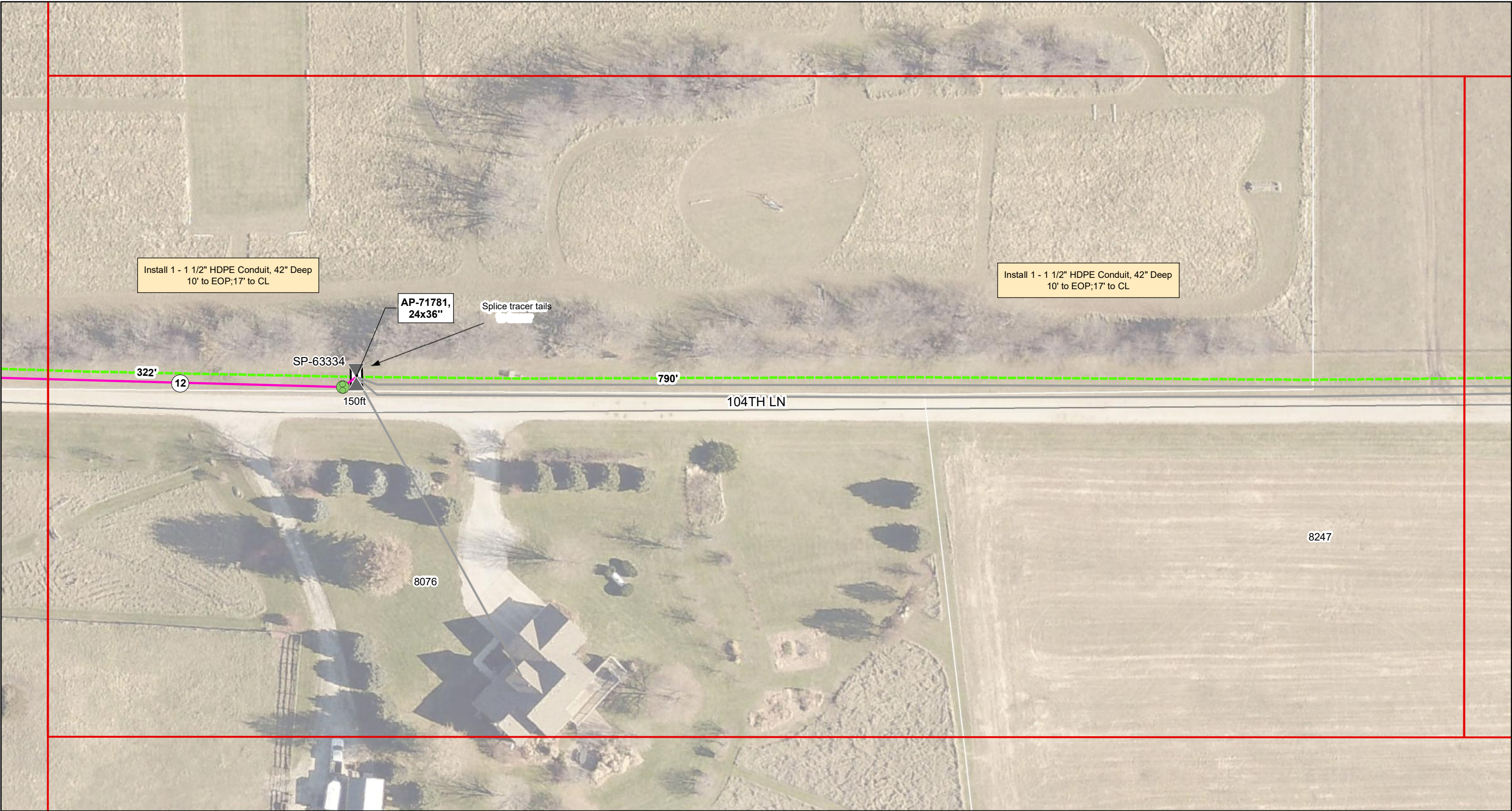
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Print Date: 9/12/2022

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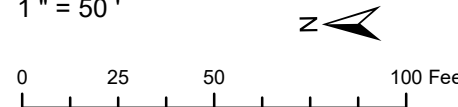


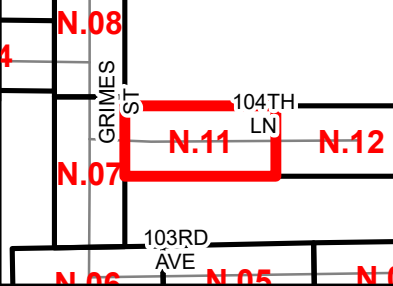
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Indianola NOFA Extension  
Phase 1

1" = 50'





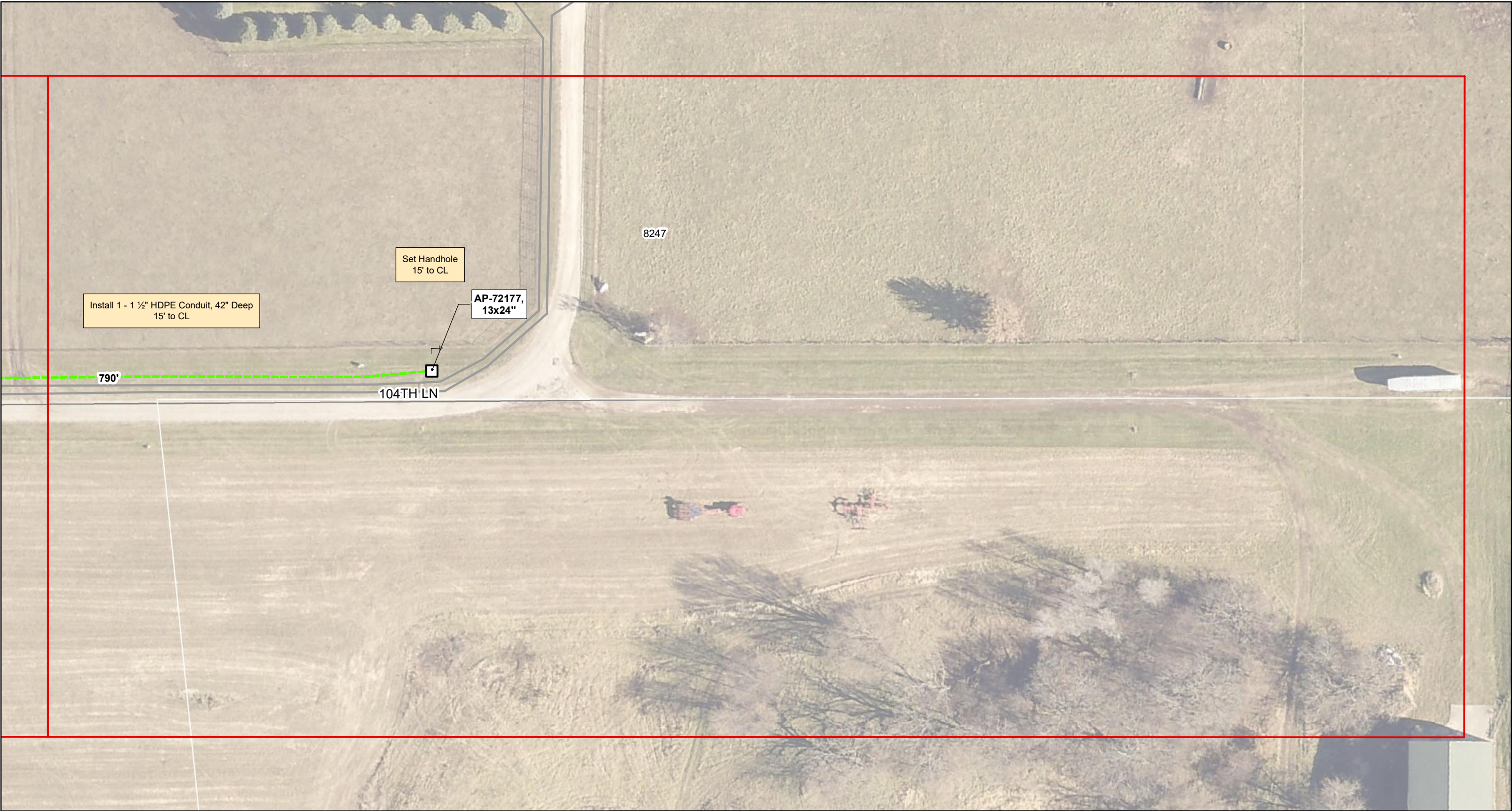
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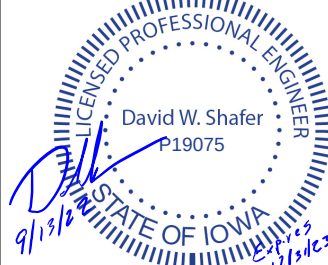
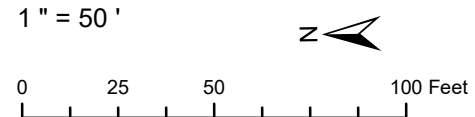
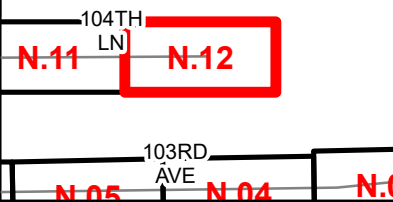
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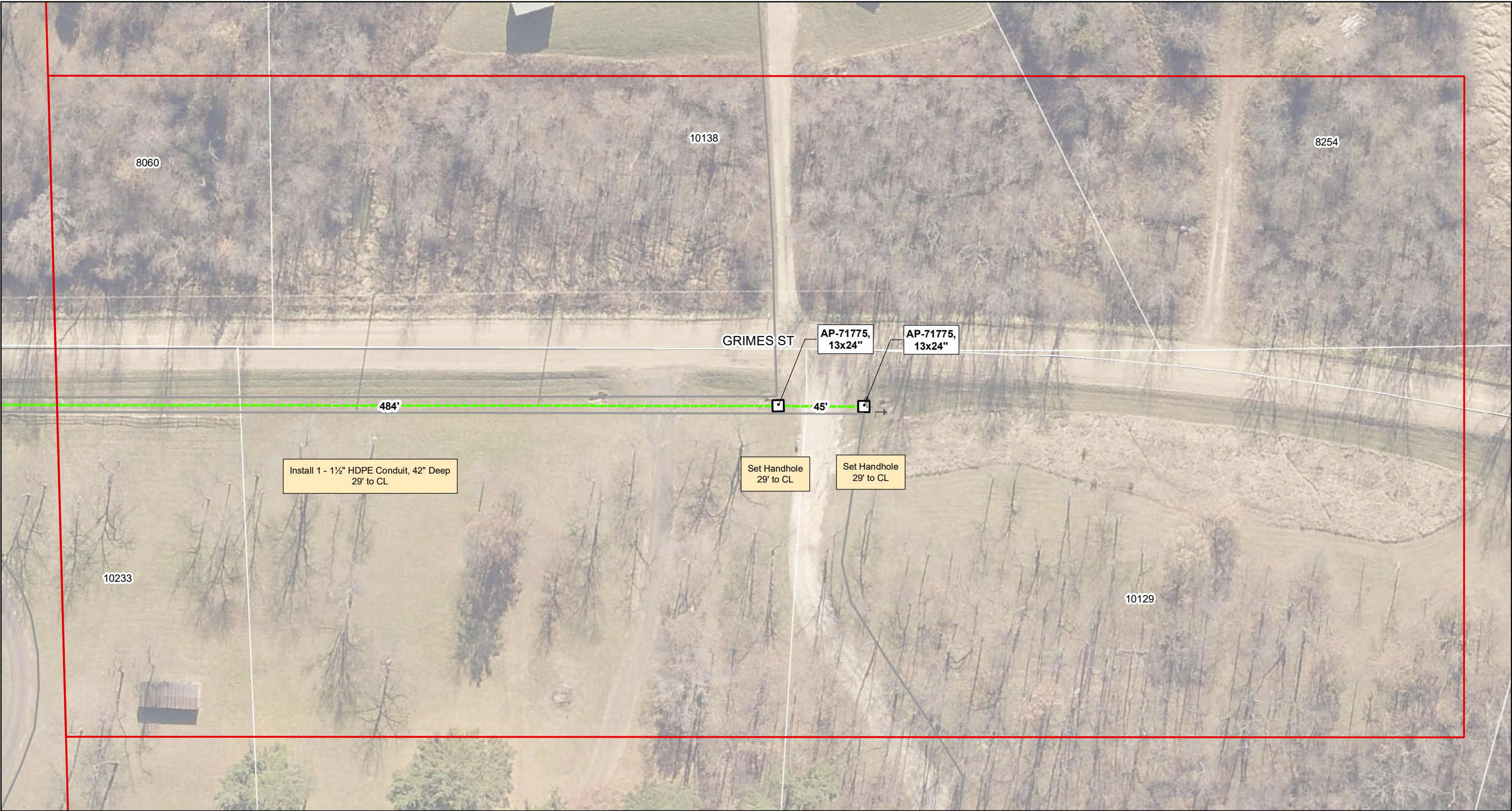
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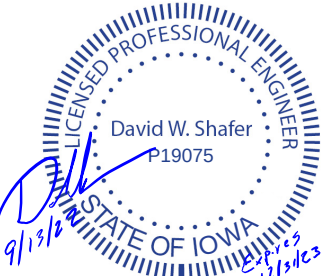
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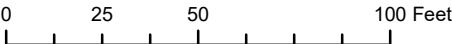


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Indianola NOFA Extension  
Phase 1

1" = 50'





103RD AVE

GRIMES ST

GRIMES ST

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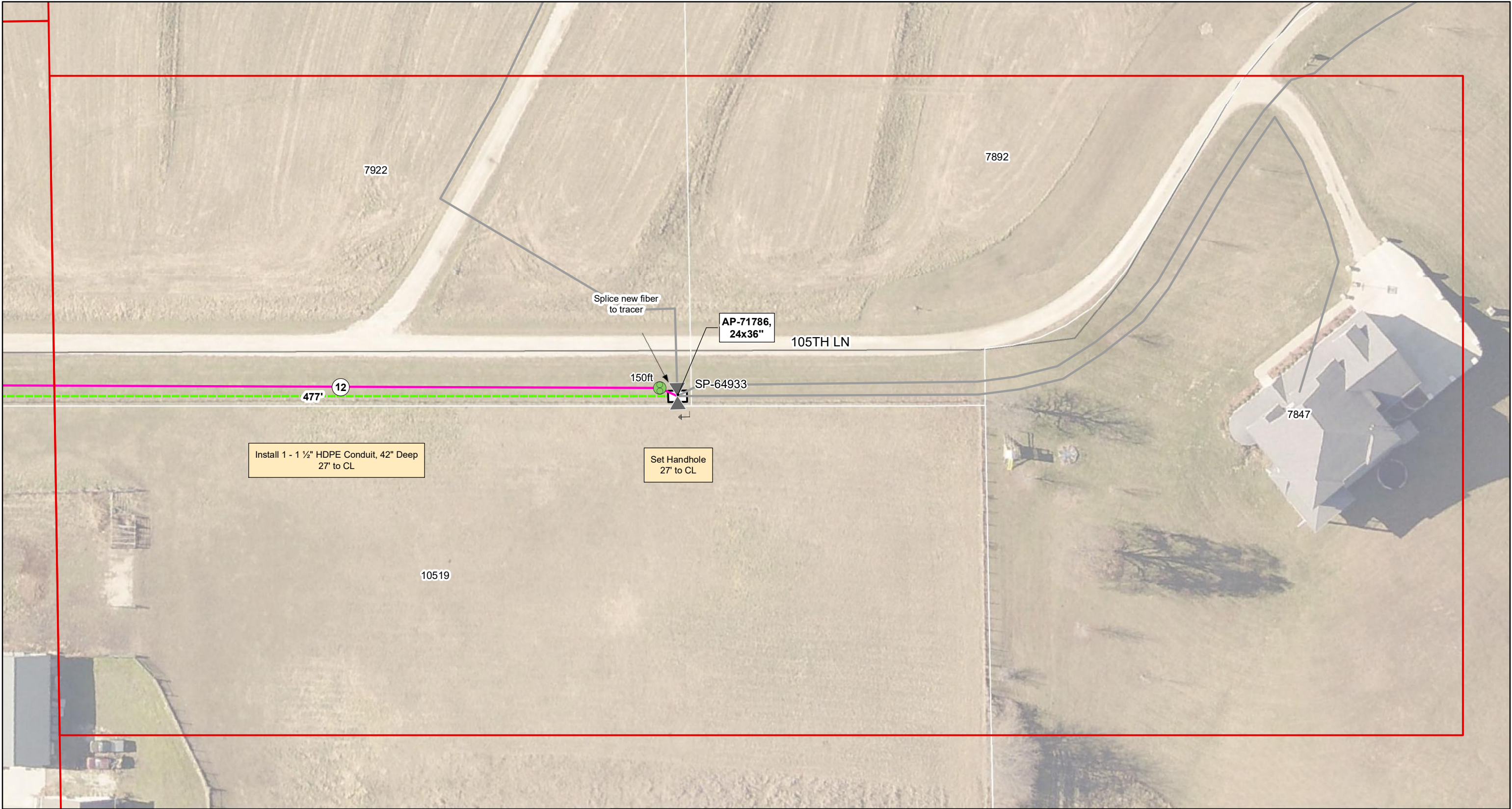
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Print Date: 9/12/2022

For Engineering







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INDIANOLA MUNICIPAL UTILITIES



Indianola Municipal Utilities  
111 S Buxton St  
Indianola, IA 50125  
515-961-9444



David W. Shafer  
P19075  
STATE OF IOWA

| REVISIONS | DATE      | BY  |
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Indianola NOFA Extension  
Phase 1

1" = 50'



0 25 50 100 Feet

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GRIMES ST

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GRIMES ST

105TH LN

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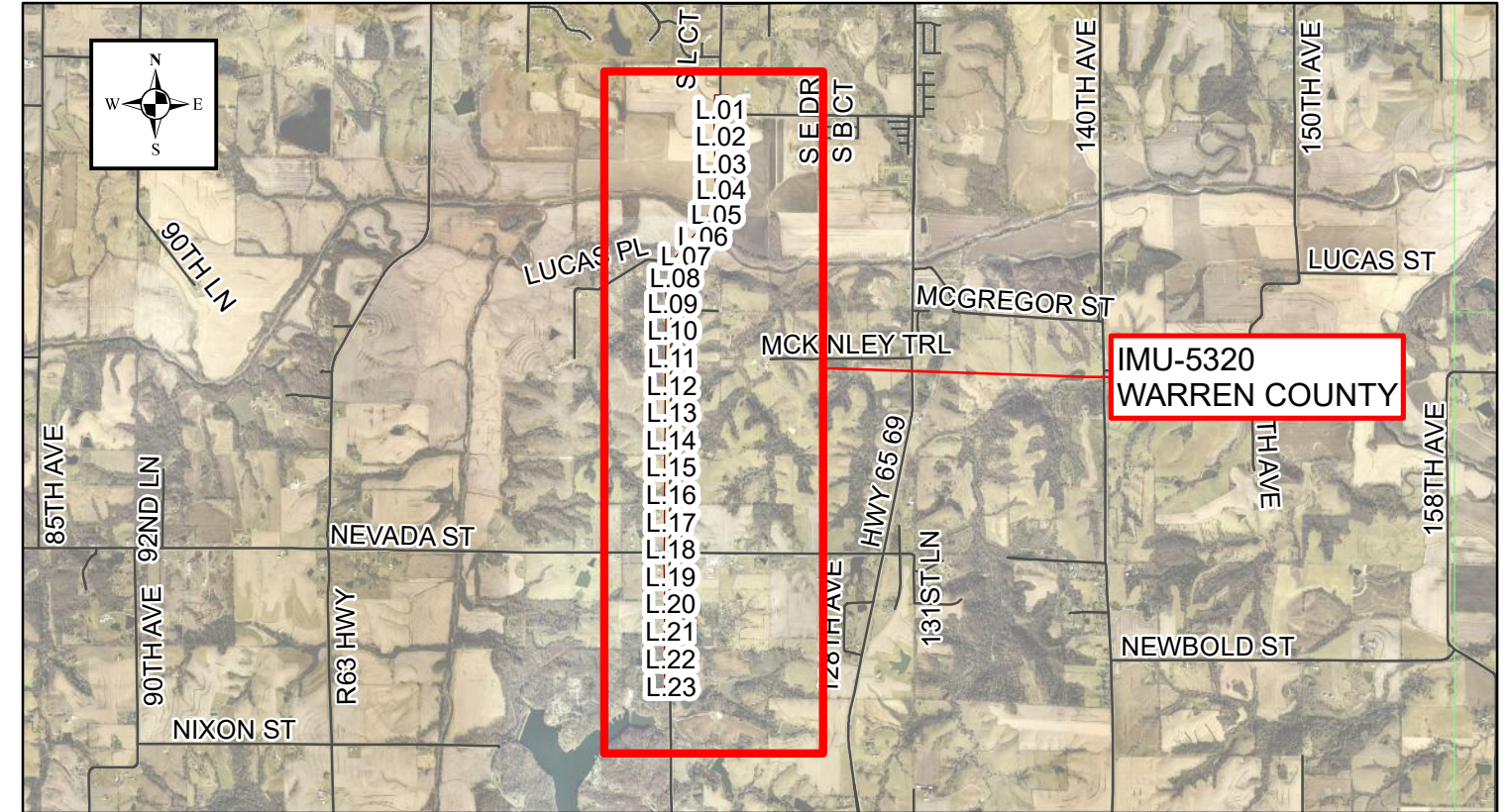
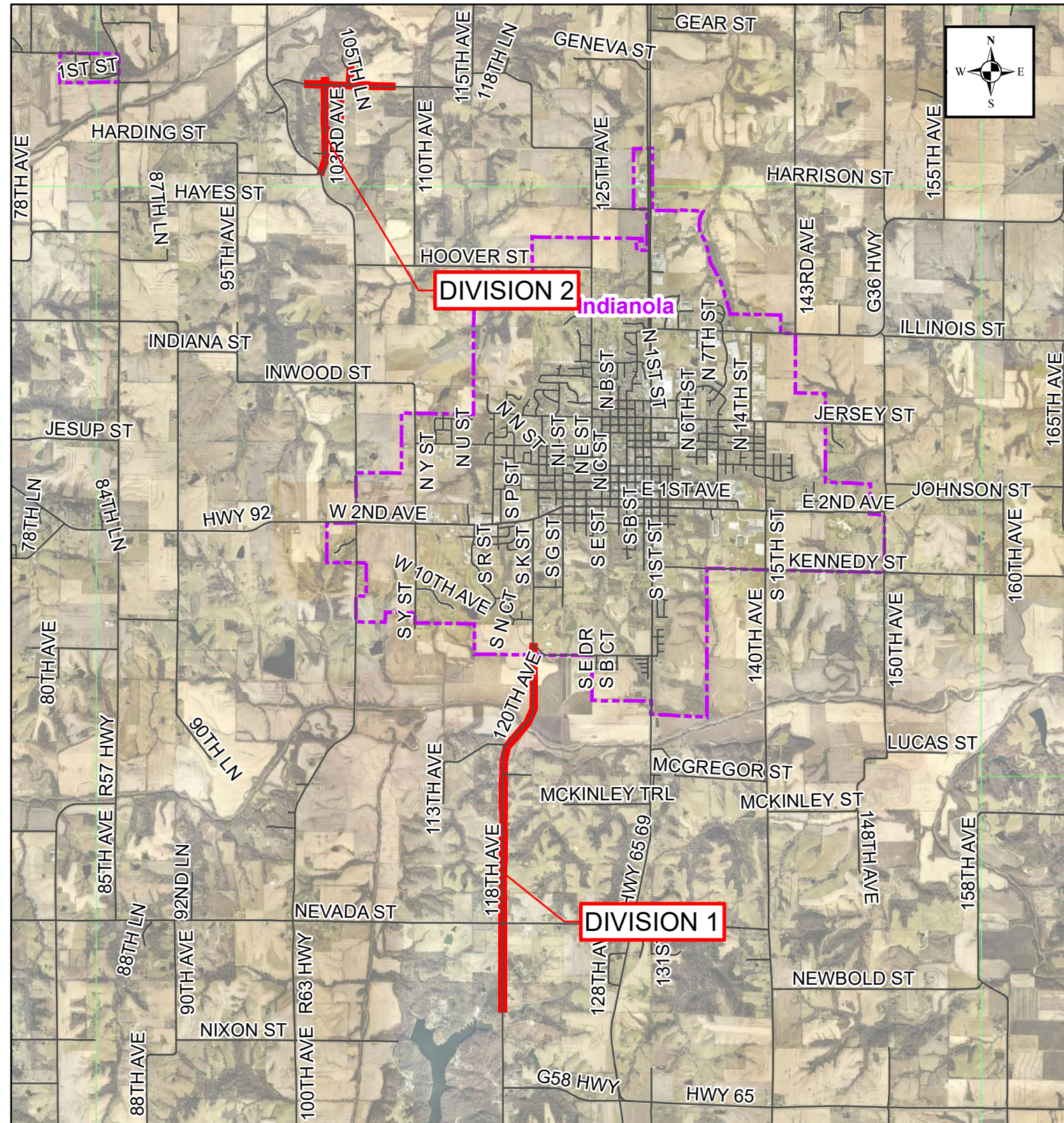
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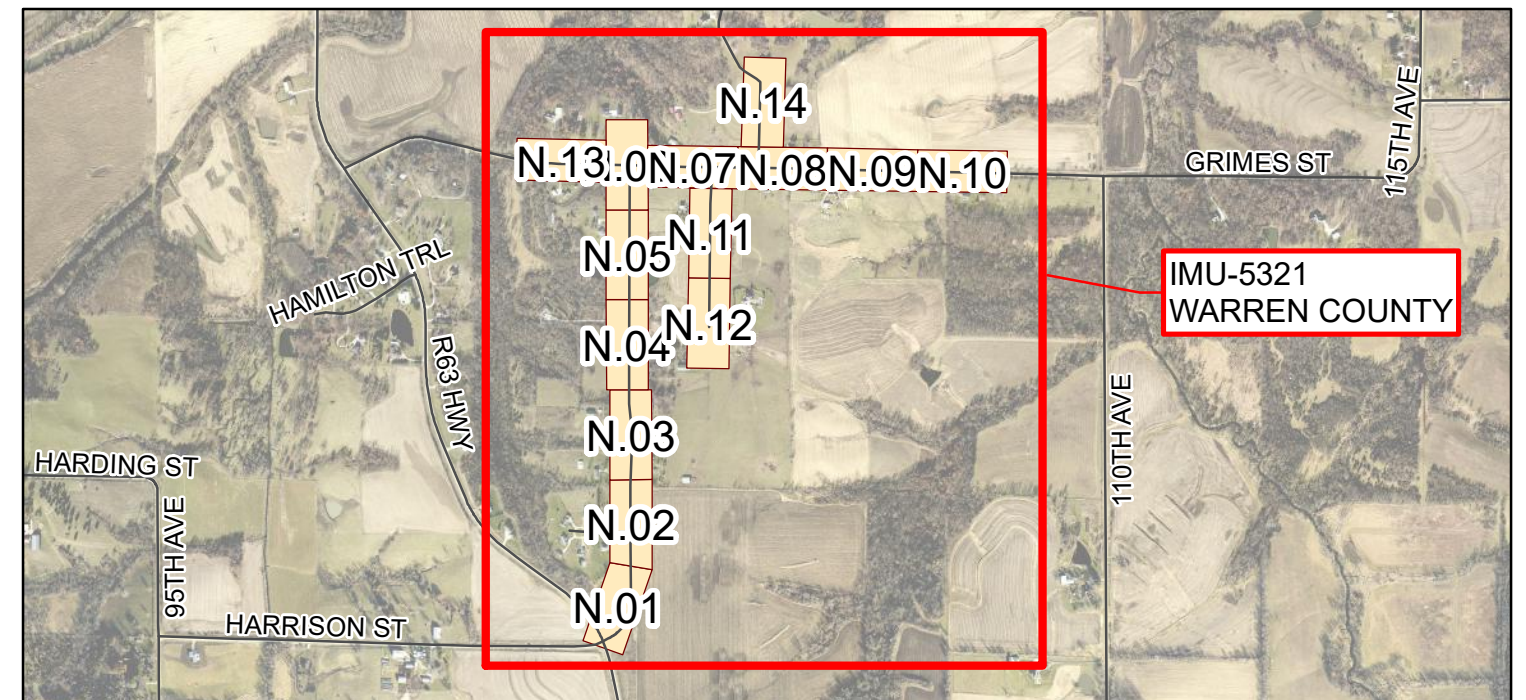


## PERMITS

## DIVISION 1 - ROUTE OVERVIEW



## DIVISION 2 - ROUTE OVERVIEW



NewCom Technologies, Inc.  
6000 Grand Ave  
Des Moines, IA 50312  
(515) 274-9611



Indianola Municipal Utilities  
210 W. 2nd Avenue  
Indianola, Iowa 50125  
(515) 961-9444

**Project Number: NOFA 7 PHASE #1**  
**Project Name: 2022-NOFA7-Phase1**

**Sheet No.: P.01**

Print Date:  
9/12/2022



**WARREN COUNTY UTILITY PERMIT APPLICATION**

This is a Utility Permit Application for telecommunications, electric, gas, water and sewer utilities. The applicant agrees to comply with the following permit requirements. The County reserves the right to inspect and approve any construction work performed within its right-of-way as it relates to the condition of the highway. Compliance shall be determined by the sole discretion of the County Engineer. These requirements shall apply unless waived in writing, due to unique local conditions, by the County Engineer prior to installation. Any such waiver shall be attached to the permit. This permit is not intended to conflict with any utility owner's rights or duties mandated in Chapters 388, 390, 474, 476, 476A, 477, 478, 479, 479A and 480 or by the Iowa Utility Board or other state or federal regulations.

Applicant Name: Indianola Municipal Utilities  
Street Address: 210 W 2nd Avenue  
City, State & Zip Code: Indianola, Iowa 50125  
Telephone Number: 515-961-9444 Fax: \_\_\_\_\_  
Contact Person: Kurt Ripperger  
Brief Description (type facility, location): Installation of 1 - 1 ½" HDPE Conduit and 1 fiber cable along 118th and 120th Ave south of Indianola.

1. Location Plan. An applicant shall file a completed location plan as an attachment to this Utility Permit Application. The location plan shall set forth the location of the proposed line on the secondary road system and include a description of the proposed installation.
2. Notice to Proceed. At least two (2) working days prior to the proposed installation, an applicant shall file with the County Engineer a notice stating the time, date, location, and nature of the proposed installation.
3. Inspection. The County Engineer may provide an inspector during the installation of all lines to insure compliance with this Utility Permit. The inspection shall be limited to any construction work performed within the right-of-way as it relates to the condition of the right-of-way. The utility facility owner shall provide reasonable cooperation.
4. Inspection Fee. Upon approval of the application by the Board of Supervisors, the Utility Permit will be issued by the County Engineer contingent upon the applicant's agreement to pay the actual costs directly attributable to the installation inspection, if any, conducted by the County Engineer. Pre-payment of such costs is not required if the applicant posts a surety bond or other proof of financial responsibility, which posting or showing may be made on an annual basis. Otherwise, a prepaid inspection fee made payable to the County Treasurer's Office may be assessed as follows:

|                    |         |          |         |
|--------------------|---------|----------|---------|
| Telecommunications | \$1,000 | Electric | \$1,000 |
| Gas                | \$1,000 | Water    | \$1,000 |
| Sewer              | \$1,000 |          |         |

Upon completion of the installation, the County Engineer shall provide a statement for services rendered to the applicant. Such statement shall be paid within thirty (30) days of receipt. In the event of a prepaid inspection fee, the County Engineer shall provide a statement for services rendered and refund any excess payment to the applicant within forty-five (45) days.

5. Requirements. The applicant shall meet the following requirements:
  - A. Construction signing shall comply with the Manual on Uniform Traffic Control Devices.
  - B. The minimum cover of utility facilities in the right-of-way shall be:
    - (1) 48 inches for electrical cables
    - (2) 30 inches for communication cables
    - (3) 36 inches for all other underground facilitiesIn critical situations where necessary cover cannot be obtained, other protective measures may be approved. The County reserves the right to waive the minimum depth of installation where rocky terrain and/or other circumstances make it difficult to obtain the desired depth. The County shall determine the minimum depth in these situations. The County Engineer may require additional depth in areas identified being silted or scheduled for future excavation.
  - C. The applicant shall use reference markers in the right-of-way (ROW) boundary to locate line and changes in alignment.
  - D. All tile line locations encountered during construction shall be protected in accordance with I.A.C. 199-9.2(479).



- E. No underground utility lines shall cross over a driveway or crossroad drainage structure.
  - F. Residents along the utility route shall have uninterrupted access to the public roads. An all-weather access shall be maintained for residents adjacent to the project.
  - G. A joint assessment of the road surfacing may be made by the applicant and the County Engineer both before and after construction. After construction, granular surfacing shall be added to the road at the applicant's cost, if necessary, to restore the road to its original condition. After surfacing has been applied, the road surface may be jointly reviewed by the County Engineer and the applicant once the road has been saturated, to determine if additional surfacing on the roadway by the applicant is necessary.
  - H. Areas within the ROW damaged by the installation shall be repaired and restored to at least its former condition by the applicant or the cost of the repair work caused to be performed by the County will be assessed against the applicant.
  - I. Areas disturbed during construction which create an erosion problem shall be solved by the applicant in a manner approved by the County Engineer.
  - J. All trenches, excavations, and utilities that are knifed shall be properly tamped.
  - K. Road crossings shall be bored. The depth below the road surface shall be a minimum depth of 48 inches for all utility facilities.
  - L. Guy wires, poles, cabinets and other fixtures that can be classified as obstructions shall not be installed within the roadway clear-zone as defined by IDOT I.M. 3.215.
6. Non-conforming Work. The County Engineer may halt the installation at any time if the applicant's work does not meet the requirements set forth in this Utility Permit.
7. Emergency Work. In emergency situations, work may be initiated by an applicant without first obtaining a Utility Permit. However, the County Engineer shall be notified via telephone or fax as soon as possible and a Utility Permit must be requested within five (5) days of initiation of the work. All emergency work shall be done in conformity with the provisions of this permit and may be inspected for full compliance.
8. County Infraction. Violation of this permit is a county infraction under Iowa Code Section 331.307, punishable by a civil penalty for each violation.
9. Hold Harmless. The utility company shall save this County harmless from any damages resulting from the negligence of the applicant. A copy of a certificate of insurance naming this County as an additional insured for the permit work or proof of self insurance shall be provided to the County Engineer prior to installation. The minimum limits of liability under the insurance policy or proof of self insurance shall be \$1,000,000.
- A. The County shall be held harmless for any unintentional damage to utilities assets that may occur during normal maintenance or construction activities by County personnel.
10. Permit Required. No applicant shall install any lines unless such applicant has obtained a Utility Permit from the County Engineer and paid the required fee of \$50.00. Applicants agree to hold the County free from liability for all damage to applicant's property which occurs proximately as a result of the applicant's failure to comply with said ordinances or requirements.
11. Relocation. The applicant shall, at any time subsequent to installation of utility lines, at the applicant's own expense, relocate or remove such lines as may become necessary to conform to new grades, alignment or widening of ROW resulting from maintenance or construction operations for highway improvements.
12. Term of Permit. In accordance with Section 320.5 of the Code of Iowa, applicable gas mains and water mains described in Section 320.4 shall be granted a permit for a period not to exceed twenty (20) years. At the end of the twenty years, if neither of the parties object in writing, the permit will automatically renew itself.

Date09/13/2022Indianola Municipal Utilities

Name of CompanySean Kelly, agent for Indianola Municipal Utilities

By

\*\*\*\*\*  
RECOMMENDED FOR APPROVAL:

DateCounty Engineer

DateChairperson, Board of Supervisors

**WARREN COUNTY UTILITY PERMIT APPLICATION**

This is a Utility Permit Application for telecommunications, electric, gas, water and sewer utilities. The applicant agrees to comply with the following permit requirements. The County reserves the right to inspect and approve any construction work performed within its right-of-way as it relates to the condition of the highway. Compliance shall be determined by the sole discretion of the County Engineer. These requirements shall apply unless waived in writing, due to unique local conditions, by the County Engineer prior to installation. Any such waiver shall be attached to the permit. This permit is not intended to conflict with any utility owner's rights or duties mandated in Chapters 388, 390, 474, 476, 476A, 477, 478, 479, 479A and 480 or by the Iowa Utility Board or other state or federal regulations.

Applicant Name: Indianola Municipal Utilities

Street Address: 210 W 2nd Avenue

City, State & Zip Code: Indianola, Iowa 50125

Telephone Number: 515-961-9444 Fax: \_\_\_\_\_

Contact Person: Kurt Ripperger

Brief Description (type facility, location): Installation of 1 - 1 ½" HDPE Conduit and 1 fiber cable along 103rd Ave, 104th and 105th Ln and Grimes St, NW of Indianola.

1. Location Plan. An applicant shall file a completed location plan as an attachment to this Utility Permit Application. The location plan shall set forth the location of the proposed line on the secondary road system and include a description of the proposed installation.
2. Notice to Proceed. At least two (2) working days prior to the proposed installation, an applicant shall file with the County Engineer a notice stating the time, date, location, and nature of the proposed installation.
3. Inspection. The County Engineer may provide an inspector during the installation of all lines to insure compliance with this Utility Permit. The inspection shall be limited to any construction work performed within the right-of-way as it relates to the condition of the right-of-way. The utility facility owner shall provide reasonable cooperation.
4. Inspection Fee. Upon approval of the application by the Board of Supervisors, the Utility Permit will be issued by the County Engineer contingent upon the applicant's agreement to pay the actual costs directly attributable to the installation inspection, if any, conducted by the County Engineer. Pre-payment of such costs is not required if the applicant posts a surety bond or other proof of financial responsibility, which posting or showing may be made on an annual basis. Otherwise, a prepaid inspection fee made payable to the County Treasurer's Office may be assessed as follows:

|                    |         |          |         |
|--------------------|---------|----------|---------|
| Telecommunications | \$1,000 | Electric | \$1,000 |
| Gas                | \$1,000 | Water    | \$1,000 |
| Sewer              | \$1,000 |          |         |

Upon completion of the installation, the County Engineer shall provide a statement for services rendered to the applicant. Such statement shall be paid within thirty (30) days of receipt. In the event of a prepaid inspection fee, the County Engineer shall provide a statement for services rendered and refund any excess payment to the applicant within forty-five (45) days.

5. Requirements. The applicant shall meet the following requirements:
  - A. Construction signing shall comply with the Manual on Uniform Traffic Control Devices.
  - B. The minimum cover of utility facilities in the right-of-way shall be:
    - (1) 48 inches for electrical cables
    - (2) 30 inches for communication cables
    - (3) 36 inches for all other underground facilitiesIn critical situations where necessary cover cannot be obtained, other protective measures may be approved. The County reserves the right to waive the minimum depth of installation where rocky terrain and/or other circumstances make it difficult to obtain the desired depth. The County shall determine the minimum depth in these situations. The County Engineer may require additional depth in areas identified being silted or scheduled for future excavation.
  - C. The applicant shall use reference markers in the right-of-way (ROW) boundary to locate line and changes in alignment.
  - D. All tile line locations encountered during construction shall be protected in accordance with I.A.C. 199-9.2(479).



- E. No underground utility lines shall cross over a driveway or crossroad drainage structure.
  - F. Residents along the utility route shall have uninterrupted access to the public roads. An all-weather access shall be maintained for residents adjacent to the project.
  - G. A joint assessment of the road surfacing may be made by the applicant and the County Engineer both before and after construction. After construction, granular surfacing shall be added to the road at the applicant's cost, if necessary, to restore the road to its original condition. After surfacing has been applied, the road surface may be jointly reviewed by the County Engineer and the applicant once the road has been saturated, to determine if additional surfacing on the roadway by the applicant is necessary.
  - H. Areas within the ROW damaged by the installation shall be repaired and restored to at least its former condition by the applicant or the cost of the repair work caused to be performed by the County will be assessed against the applicant.
  - I. Areas disturbed during construction which create an erosion problem shall be solved by the applicant in a manner approved by the County Engineer.
  - J. All trenches, excavations, and utilities that are knifed shall be properly tamped.
  - K. Road crossings shall be bored. The depth below the road surface shall be a minimum depth of 48 inches for all utility facilities.
  - L. Guy wires, poles, cabinets and other fixtures that can be classified as obstructions shall not be installed within the roadway clear-zone as defined by IDOT I.M. 3.215.
6. Non-conforming Work. The County Engineer may halt the installation at any time if the applicant's work does not meet the requirements set forth in this Utility Permit.
7. Emergency Work. In emergency situations, work may be initiated by an applicant without first obtaining a Utility Permit. However, the County Engineer shall be notified via telephone or fax as soon as possible and a Utility Permit must be requested within five (5) days of initiation of the work. All emergency work shall be done in conformity with the provisions of this permit and may be inspected for full compliance.
8. County Infraction. Violation of this permit is a county infraction under Iowa Code Section 331.307, punishable by a civil penalty for each violation.
9. Hold Harmless. The utility company shall save this County harmless from any damages resulting from the negligence of the applicant. A copy of a certificate of insurance naming this County as an additional insured for the permit work or proof of self insurance shall be provided to the County Engineer prior to installation. The minimum limits of liability under the insurance policy or proof of self insurance shall be \$1,000,000.
- A. The County shall be held harmless for any unintentional damage to utilities assets that may occur during normal maintenance or construction activities by County personnel.
10. Permit Required. No applicant shall install any lines unless such applicant has obtained a Utility Permit from the County Engineer and paid the required fee of \$50.00. Applicants agree to hold the County free from liability for all damage to applicant's property which occurs proximately as a result of the applicant's failure to comply with said ordinances or requirements.
11. Relocation. The applicant shall, at any time subsequent to installation of utility lines, at the applicant's own expense, relocate or remove such lines as may become necessary to conform to new grades, alignment or widening of ROW resulting from maintenance or construction operations for highway improvements.
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Date09/13/2022Indianola Municipal Utilities

Name of CompanySean Kelly, agent for Indianola Municipal Utilities

By

\*\*\*\*\*  
RECOMMENDED FOR APPROVAL:

DateCounty Engineer

DateChairperson, Board of Supervisors

Engineer's Estimate  
Project: NOFA 7 PHASE #1

9/13/2022



| ITEM NO.                    | ITEM                                                                              | UNIT | ESTIMATED QUANTITY | UNIT PRICE (2) | EXTENDED PRICE |
|-----------------------------|-----------------------------------------------------------------------------------|------|--------------------|----------------|----------------|
| <b>DIVISION 1</b>           |                                                                                   |      |                    |                |                |
| 1                           | CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5                                 | LF   | 12,948             | \$ 11.90       | \$ 154,081.20  |
| 2                           | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                       | EACH | 7                  | \$ 550.00      | \$ 3,850.00    |
| 3                           | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                       | EACH | 9                  | \$ 400.00      | \$ 3,600.00    |
| 4                           | FIBER OPTIC CABLE, INSTALL ONLY, 96 COUNT, Loose Tube, SINGLE, SINGLE ARMORED (1) | LF   | 14,898             | \$ 1.10        | \$ 16,387.80   |
| 5                           | TRACER WIRE FURNISH AND INSTALL                                                   | LF   | 12,948             | \$ 0.63        | \$ 8,157.24    |
| 6                           | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL, GROUND AND WIRING       | EACH | 2                  | \$ 175.00      | \$ 350.00      |
| 7                           | FIBER MARKER POST, FURNISH AND INSTALL                                            | EACH | 11                 | \$ 100.00      | \$ 1,100.00    |
| <b>DIVISION 1 ALTERNATE</b> |                                                                                   |      |                    |                |                |
| 8                           | CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5                                 | LF   | 3,364              | \$ 11.90       | \$ 40,031.60   |
| 9                           | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                       | EACH | 3                  | \$ 550.00      | \$ 1,650.00    |
| 10                          | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                       | EACH | 2                  | \$ 400.00      | \$ 800.00      |
| 11                          | FIBER OPTIC CABLE, INSTALL ONLY, 24 COUNT, Loose Tube, SINGLE, SINGLE ARMORED     | LF   | 3,889              | \$ 1.10        | \$ 4,277.90    |
| 12                          | TRACER WIRE FURNISH AND INSTALL                                                   | LF   | 3,364              | \$ 0.63        | \$ 2,119.32    |
| 13                          | FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL, GROUND AND WIRING       | EACH | 1                  | \$ 175.00      | \$ 175.00      |
| 14                          | FIBER MARKER POST, FURNISH AND INSTALL                                            | EACH | 3                  | \$ 100.00      | \$ 300.00      |
| <b>DIVISION 2</b>           |                                                                                   |      |                    |                |                |
| 15                          | CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5                                 | LF   | 1,773              | \$ 11.90       | \$ 21,098.70   |
| 16                          | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                       | EACH | 1                  | \$ 550.00      | \$ 550.00      |
| 17                          | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                       | EACH | 9                  | \$ 400.00      | \$ 3,600.00    |
| 18                          | FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube, SINGLE, SINGLE ARMORED     | LF   | 1,391              | \$ 1.10        | \$ 1,530.10    |
| 19                          | TRACER WIRE FURNISH AND INSTALL                                                   | LF   | 1,773              | \$ 0.63        | \$ 1,116.99    |
| <b>DIVISION 2 ALTERNATE</b> |                                                                                   |      |                    |                |                |
| 20                          | CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5                                 | LF   | 1,105              | \$ 11.90       | \$ 13,149.50   |
| 21                          | LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD                       | EACH | 1                  | \$ 550.00      | \$ 550.00      |
| 22                          | SMALL VAULT, INSTALL ONLY, 13"x24"x30" TIER 15 WITH PLACARD                       | EACH | 3                  | \$ 400.00      | \$ 1,200.00    |
| 23                          | FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube, SINGLE, SINGLE ARMORED     | LF   | 1,284              | \$ 1.10        | \$ 1,412.40    |
| 24                          | TRACER WIRE FURNISH AND INSTALL                                                   | LF   | 1,105              | \$ 0.63        | \$ 696.15      |

Notes: (1) 975' of fiber length is in the form of a slack coil placed for aerial installation to be done by IMU.  
(2) Include any tax and freight

**TOTAL PROPOSAL**

\$ **281,783.90**

David W Shafer, PE  
Iowa License P-19075

My license renewal date is December 31, 2023

Date: 9-13-22





## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Resolution approving the plans, specifications, form of contract and estimate of costs for the NOFA7 - Phase 1 Project.

---

**Recommendation:** Roll call is in order.

**Attachments:** 1. Res 2022- NOFA7 Phase 1 Approve Plans\_Specs

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the NOFA7 – Phase 1 Project for Indianola Municipal Utilities, Indianola, Iowa, the Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. \_\_\_\_oral objections were offered, and the Trustee Clerk reported that \_\_\_\_ written objections had been filed.

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NOFA7 – PHASE 1 PROJECT" and moved that it be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES:

NAYS:

ABSENT:

Whereupon the Chair declared the following resolution duly adopted:

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST  
FOR THE NOFA7 – PHASE 1 PROJECT**

WHEREAS, on the 14<sup>th</sup> day of September 2022, the plans, specifications, form of contract and estimate of cost were filed with the City Clerk for the Indianola Municipal Utilities, for certain public improvements described in general as the NOFA7 – Phase 1 Project for Indianola Municipal Utilities, Indianola, Iowa; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES:

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

PASSED AND APPROVED this 10<sup>th</sup> day of October 2022.

\_\_\_\_\_  
Lori Smith, Chairperson

ATTEST:

\_\_\_\_\_  
Jackie Raffety, City Clerk



## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Resolution awarding a contract for the NOFA7 - Phase 1 Project.

---

**Recommendation:** Staff recommends awarding the bid to Murphy Tower Services.  
Roll call is in order.

**Attachments:**

1. Bid Tabulations
2. Letter of Recommendation for Award - NOFA 7 Phase - REVIEWED 10-6-22
3. Res 2022- NOFA7 Phase 1 Award Contract

## Bid Tabulation

### Project: IMU NOFA 7 PHASE #1

Letting Date: 10/5/2022

|                               | <i>Excel Utility Contractors, LLC<br/>1383 Hwy AT Villa Ridge MO 63089</i> | <i>CDB Utility Contractors<br/>11029 136th Street Davenport IA 52804</i> | <i>Innovative Communication Technologies, LLC<br/>719 SW Goodwin Street Ankeny IA 50023</i> |
|-------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>BID SUBMITTAL CRITERIA</b> |                                                                            |                                                                          |                                                                                             |
| Bid Received on Time          | Yes                                                                        | Yes                                                                      | Yes                                                                                         |
| Signed Proposal               | Yes                                                                        | No                                                                       | Yes                                                                                         |
| Acknowledged Addenda          | n/a                                                                        | n/a                                                                      | n/a                                                                                         |
| Bidder Status Form            | Yes                                                                        | Yes                                                                      | Yes                                                                                         |
| Bid Security % or Amount      | 10%                                                                        | 10%                                                                      | 10%                                                                                         |
| Bid Total                     | <b>\$382,923.00</b>                                                        | <b>\$322,065.03</b>                                                      | <b>\$257,402.78</b>                                                                         |

|                               | <i>Murphy Tower Services, LLC<br/>20220 Hwy 5 Carlisle IA 50047</i> | <i>Telcom Construction, LLC<br/>2218 200th Street E Clearwater MN 55320</i> | <i>Kramer Service Group, LLC<br/>PO Box 71 Weyerhaeuser, WI 54895</i> |
|-------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>BID SUBMITTAL CRITERIA</b> |                                                                     |                                                                             |                                                                       |
| Bid Received on Time          | Yes                                                                 | Yes                                                                         | Yes                                                                   |
| Signed Proposal               | Yes                                                                 |                                                                             | Yes                                                                   |
| Acknowledged Addenda          | n/a                                                                 | n/a                                                                         | n/a                                                                   |
| Bidder Status Form            | Yes                                                                 | Yes                                                                         | Yes                                                                   |
| Bid Security % or Amount      | 10%                                                                 | 10%                                                                         | 10%                                                                   |
| Bid Total                     | <b>\$224,217.89</b>                                                 | <b>\$330,056.31</b>                                                         | <b>\$225,951.80</b>                                                   |





NewCom Technologies, Inc.  
6000 Grand Avenue  
Des Moines, Iowa 50312  
800-626-6234  
515 274-9611 (Local)  
515 274-9622 (FAX)  
newcom@newcomtech.com

October 5<sup>th</sup>, 2022

Mr. Kurt Ripperger, Communications Superintendent  
Indianola Municipal Utilities  
110 S. B Street  
Indianola, Iowa 50125

Re: Engineer's Recommendation for IMU's NOFA 7 Phase #1 Based on Bid Tabulation

Mr. Ripperger,

Sealed bids for the work comprised in the project named NOFA 7 Phase 1 that were received by the deadline were opened, tabulated and filed by the Trustee Clerk of IMU on Oct 5<sup>th</sup>, 2022. NewCom Technologies, Inc. has determined that the lowest responsive, responsible bidder for this project is Murphy Tower Service, LLC. The attached bid tabulation is a record of the submittal criteria compliance and costs compared to our engineering estimate.

It is recommended that the project be awarded to Murphy Tower Service, LLC.

The summary of Murphy Tower Service, LLC's bid and comparison to engineer's estimate is:

| Item                                | Projected Total Costs |
|-------------------------------------|-----------------------|
| Murphy Tower Service LLC's Proposal | \$224,217.89          |
| Engineer's Estimate                 | \$281,783.90          |
| Variance from Engineer's Estimate   | -\$57,566.01          |

Please contact our office if any additional information is required.

Signed:  Date: 10/6/2022

David W. Shafer, PE  
Iowa License NO. P-19075  
My License renewal date is December 31, 2023

Stamp.....Area



Board Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONTRACT FOR THE NOFA7 – PHASE 1 PROJECT" and moved its adoption. Board Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES:

NAYS:

ABSENT:

Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION 2022- \_\_\_\_\_ MAKING AWARD OF CONSTRUCTION CONTRACT  
FOR THE NOFA7 – PHASE 1 PROJECT

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES:

Section 1. The bid of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the 2022 NOFA7 – Phase 1 Project for Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 10<sup>th</sup> day of October 2022, is accepted, it being the lowest and most responsible bid for the project.

Section 2. The IMU General Manager is hereby authorized to execute a contract with the contractor for the construction of the public improvement, the contract not to be binding on the Board of Trustees until approved by the Board.

PASSED AND APPROVED this 10<sup>th</sup> day of October 2022.

\_\_\_\_\_  
Lori Smith, Chairperson

ATTEST:

\_\_\_\_\_  
Jackie Raffety, City Clerk



## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Resolution approving the contract and bond for the NOFA7 - Phase 1 Project.

---

**Recommendation:** Roll call is in order.

**Attachments:**

1. Murphy Contract
2. Murphy Performance Bond
3. Res 2022- Approving Contract and Bond NOFA7 - Phase 1

## CONTRACT

STATE OF IOWA }  
COUNTY OF WARREN } ss.

THIS AGREEMENT AND INDENTURE made and entered into this, the 10<sup>th</sup> day of October, 2022, by and between INDIANOLA MUNICIPAL UTILITIES, Indianola, Iowa, termed in this Agreement and the Specifications as the "Owner", and Murphy Tower Service, LLC., termed in this Agreement and the Specifications as the "Contractor".

**WITNESSETH:**

**THAT, WHEREAS,** The Contractor will commence and complete the construction of the following improvements known as **NOFA 7 PHASE #1, Project No. 2022-NOFA7-Phase1.**

**WHEREAS,** The Owner has heretofore caused to be prepared certain Contract Documents for furnishing material and constructing improvements therein fully described, and the Contractor did, on the 10 day of October, 2022, file with the Owner a copy of said Contract Documents, including therein his offer and Proposal to furnish said materials and construct said improvements at the terms therein fully stated and set forth; and,

**WHEREAS,** The said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material and construct the improvements called for by the said Plans and Specifications and in the manner and time of furnishing and constructing same.

**IT IS THEREFORE, AGREED;**

**FIRST**, That a copy of said Contract documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the Agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

**SECOND,** The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in detail.

**THIRD,** This Contract is executed in five copies, each of which will be deemed an original with distribution as follows: Owner – two (2) copies, Contractor – one (1) copy, Engineer – one (1) copy, Bonding Company – one (1) copy.

The term “Contract Documents” means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. Proposal
- D. Bid Bond
- E. Contract
- F. Performance Bond
- G. Regulations of the Contract
- H. Supplemental Regulations of the Contract

## CONTRACT-1



## CONTRACT

- I. Special Conditions
- J. Detailed Specifications
- K. Plans Numbered A.01, A.2A, A.2B, A.03, A.04, B.01-B.03, C.01A, C.01B, C.02, J.01, L.01, - L.23, N.01 - N.14, P.01 - P.03
- L. Addenda Number \_\_\_\_ through \_\_\_\_.
- M. Change Orders Number \_\_\_\_ through \_\_\_\_.
- N. Notice to Proceed

**IN FAITH WHEREOF**, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

INDIANOLA MUNICIPAL UTILITIES

Murphy Tower Service, LLC.

By: \_\_\_\_\_  
Lori Smith  
Chairperson

By: 

Title: Director of Murphy Communications

ATTEST:

ATTEST:

Murphy Tower Service LLC

By: Jamie Green

Title: Office Manager

\_\_\_\_\_  
Secretary

CONTRACT-2

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned, Murphy Tower Service, LLC of Carlisle, Iowa, hereinafter referred to as "Contractor" and Swiss Re Corporate Solutions America Insurance Corporation, a Corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Iowa, as Surety, are held and firmly bound unto INDIANOLA MUNICIPAL UTILITIES, Indianola Iowa, hereinafter referred to as "Owner" in the penal sum of Two Hundred Twenty Three Thousand Seven Hundred Thirty Seven and 89/100 DOLLARS (\$ 223,737.89), lawful money of the United States of America for the payment of which sum, will and truly be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

**NOFA 7 PHASE #1, Project No. 2022-NOFA7-Phase1**

### WITNESSETH:

**WHEREAS**, the above bonded Contractor has, on the 10 day of October, 20 22, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendents, labor and other facilities, and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore, a copy of said Contract being attached hereto and made a part hereof.

The condition of the foregoing obligation is such that if the said Contractor shall and will, in all particulars duly and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract Documents hereto attached, or by reference, made a part hereof, according to the true intent and meaning in each case, and indemnify and save harmless the owner from all loss, liability, counsel fees, costs, and damage of whatsoever nature or kind, by reason of the Contractor's default or failure, then this obligation shall be and become null and void, otherwise it shall remain in full force and effect.

Provided further, the undersigned Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, 2022, which by this reference is made a part hereof as though fully set out herein.

Provided further, the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

Provided further, the Contractor hereby waives all Notice of Default or any other acts giving rise to the claim under this Bond. In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Warren County, State of Iowa.

Provided further, if legal action is required by the Owner against the Surety or Principal to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Surety or Principal agrees to pay to Owner all damages, costs, and attorney fees incurred by enforcing any of the provisions of this agreement. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Owner by law. Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.



## PERFORMANCE BOND

Provided further, this instrument embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Bond agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the parties hereto.

**IN WITNESS WHEREOF**, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at Waukee, Iowa  
\_\_\_\_\_, on the 10 day of October, 2022.

Murphy Tower Service, LLC

Contractor

By: 

(Seal)

Swiss Re Corporate Solutions America Insurance Corporation

Surety Company

By: 

Dione R. Young

(Attorney-in-Fact)

(Seal)

By: N/A

(Accompany this Bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the Bond.

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN,  
DIONE R. YOUNG, STACIE CHRISTENSEN, SETH ROOKER, JENNIFER MARINO AND JOSEPH TIERNAN

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

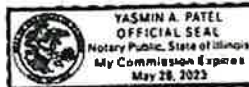
this 29TH day of APRIL, 2022

State of Illinois  
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel  
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 2022.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

Indianola Municipal Utilities

**RESOLUTION NO. 2022-**

**RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS**

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF INDIANOLA MUNICIPAL UTILITIES:

Section 1. The construction contract and bond executed by \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_ 2022, for the 2022 NOFA7 – Phase 1 Project for the Indianola Municipal Utilities, Iowa, described in the Plans and Specifications previously adopted by the Board of Trustees, are hereby approved and the Chairperson of the Board of Trustees is hereby authorized to sign the contract on behalf of the Board of Trustees.

PASSED AND APPROVED this 10<sup>th</sup> day of October 2022.

\_\_\_\_\_  
Lori Smith, Chairperson

ATTEST:

\_\_\_\_\_  
Jackie Raffety, City Clerk



## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Consideration of the approval of an agreement with IMPACT to administer the Iowa Low-Income Household Water Assistance Program.

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**Recommendation:** Under the attached agreement, IMPACT serves as IMU's vendor for the Low-Income Household Water Assistance Program (LIHWAP) for the coming year. This arrangement is beneficial in that IMPACT determines eligibility for federal assistance for IMU's water customers without the Utility Services Department's staff being tied up with eligibility and federal requirements. IMPACT serves residents in five counties and attains economies of scale throughout the process.

Simple motion is in order.

**Attachments:** 1. FY23 LIHWAP Vendor Agreement Indianola Municipal Utilities

## WATER UTILITY VENDOR AGREEMENT LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Household Water Assistance Program (LIHWAP) and:

### Indianola Municipal Utilities

Vendor (payment is issued in this name)  
PO Box 356  
Address  
Indianola, IA 50125  
City, State, Zip  
Elisha Brown  
Contact Person  
515-961-9444  
Phone  
87-2657743  
Vendor Tax ID#

ebrown@indianolaiowa.gov

Email

N/A

Fax

### IMPACT Community Action Partnership

Local Agency  
3226 University Avenue  
Address  
Des Moines, IA 50311  
City, State, Zip  
Paula Arkema  
Contact Person  
515-777-7639  
Phone

parkema@impactcap.org

Email

515-777-7639

Fax

### Vendor Provides:

- ☐ Drinking Water Only  
☐ Wastewater Only  
☐ Both Drinking and Wastewater

### Type of Entity:

- ☐ Publicly Owned  
☐ Privately/Shareholder Owned

### Counties Served:

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All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Household Water Assistance Program (LIHWAP). Note: the term 'Vendor' applies to Owners & Operators of Community Water Supply Systems.

### 1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

### 2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor of those households that have been approved for the LIHWAP program through the mail, email, phone, or an online portal hosted by the Vendor (if available). Agencies are to notify Vendors timely enough to avert disconnection of service, avoid any additional charges beyond normal usage/service charges, and ensure reconnection when appropriate.

### 3.00 Household Payments from LIHWAP

The LIHWAP program provides benefit awards on behalf of eligible customers by paying arrearages to drinking water/wastewater utilities in order to ensure service continuity and to reconnect service. By signing this agreement, Vendors must accept LIHWAP payments for eligible households on whose behalf payments are made by the Local Agency. Eligible households are third-party beneficiaries under this agreement, and all payments accepted by the Vendor on behalf of an approved household must be applied to that household's water account. Any LIHWAP credit balances must remain on the account until the benefit is exhausted. Water service must be maintained for at least 45 days after receiving the LIHWAP approval notification from the local agency so that the customer maintains drinking water/wastewater service while payment is being issued.

Any payment that cannot be appropriately applied to an account by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

### 3.10 Households with Past Due Amounts Owed

The Vendor will accept LIHWAP payments for drinking water and/or wastewater charges for households with past due amounts owed, and will ensure the households' water service remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 45 calendar days, no additional fees or charges occur beyond standard monthly usage/service costs, and if disconnection has already occurred reconnection will be established promptly.

For FY23, households may receive no more than two LIHWAP assistance payments from local agencies.

### 3.20 Disconnected Households

LIHWAP payments that cover the balance owed by a disconnected household for drinking water and/or wastewater services will establish prompt reconnection of the water account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 45 calendar days, no additional fees or charges occur beyond standard monthly usage/service costs, and if disconnection has already occurred reconnection will be established promptly.

For FY23, households may receive no more than two LIHWAP assistance payments from local agencies

### 3.30 Supported Expenses

The following are expenses which the LIHWAP program supports:

- Drinking Water/Wastewater utility past/back charges and water-related amounts required to bring the account current
- Reconnection fees

### 3.40 Unsupported Expenses

The following expenses are unsupported by the LIHWAP program:

- Utility deposits for first-time service
- Expenses for diversion fees or equipment tampering
- Repair, replacement, or installation of home water systems/fixtures
- Wells or any other non-utility provided water system
- Energy and non-essential services (unrelated to drinking water or wastewater)

### 4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the format provided to the Vendor by the Local Agency.

### 5.00 Continuous Access to Drinking Water/Wastewater Services

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to Drinking Water/Wastewater services.

### 6.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing and payment arrangements.



### 7.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

### 8.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Household Water Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

### 9.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, and any funds remain on the account, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and determine the distribution of any remaining funds. Any remaining funds on the account paid under this program are to be returned to the Local Agency within 30 calendar days following reconciliation of the account. If the household has an arrearage on a different portion of the account such as garbage, LIHWAP funds cannot be used to pay that arrearage, and the Vendor shall not withhold a refund.

### 10.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHWAP credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information. Vendors are not required or expected to modify their existing billing/accounting software, but must, upon request, be able to identify LIHWAP payments on a customer's account.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home water usage, or such other data as the state determines is reasonably necessary.

### 11.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

### 12.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

The Local Agency may terminate this agreement upon written notice of a breach by the Vendor of any material term, condition or provision of this agreement after the Vendor is given the opportunity to cure the breach.

The Local Agency may terminate the agreement immediately in instances where the Vendor has committed or engaged in fraud, misappropriation of funds, malfeasance, misfeasance, or bad faith.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

By signing below, both parties acknowledge and accept the terms of this agreement.

Indianola Municipal Utilities  
\_\_\_\_\_  
Vendor  
  
\_\_\_\_\_  
Vendor Authorized Individual (printed name)  
  
\_\_\_\_\_  
Vendor Authorized Individual (signature)  
  
\_\_\_\_\_  
Date

IMPACT Community Action Partnership  
\_\_\_\_\_  
Local Agency  
Julie Heck, Chief Operating Officer  
\_\_\_\_\_  
Local Agency Director (printed name)  
  
\_\_\_\_\_  
Local Agency Director (signature)  
  
\_\_\_\_\_  
Date

## MEMORANDUM

**To:** IMU Board of Trustees of the Electric, Water and Communications Utilities

**From:**

**Date:** October 10, 2022

**Subject:** Enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

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**Recommendation:** Roll call to enter and exit the closed session is in order.

**Attachments:** None