



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

October 9, 2023

5:30 PM

IMU Customer Service Center
210 W 2nd Ave., Indianola, Iowa
Agenda

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **Consent Agenda**
 - A. Approval of Claims
 - B. Approval of Minutes of the prior meetings
 - C. August Financial Report
5. **Electric Utility Informational Items**
6. **Water Utility Informational Items**
7. **Communications Utility Action Items**
 - A. NOFA7 - Phase 2 Project
 1. Public hearing regarding the plans, specifications, form of contract and estimate of costs of the NOFA7 - Phase 2 Project.
 2. Resolution approving the plans, specifications, form of contract and estimate of costs for the NOFA7 - Phase 2 Project.
 3. Resolution awarding a contract for the NOFA7 - Phase 2 Project.
 4. Resolution approving the contract and bond for the NOFA7 - Phase 2 Project
 - B. Resolution to approve an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility providing for joint ownership and use of certain facilities and related matters.
 - C. Resolution to approve an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility regarding financial arrangements.
8. **Communications Utility Informational Items**
9. **Combined Electric, Water and Communications Informational Items**
10. **Adjourn**

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, October 4, 2023
10:57:41 AM

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Account To Be Paid From 0000-10120-999									
ACCO UNLIMITED CORP. - VEND-2810									
9/20/2023	ACCO Liquid Chlorinating Solution	Open Terms	2,204.89	0.00	0.00	2,204.89	2,204.89	0236305-IN	BL-11948
						2,204.89	2,204.89		
AGRILAND FS INC - VEND-48228									
9/26/2023	Grass seed & fertilizer	Open Terms	231.16	0.00	0.00	231.16	231.16	91042673	BL-11919
						231.16	231.16		
AUTOMATIC SYSTEMS CO. - VEND-51495									
9/21/2023	Travel & Field Service - Well #11	Open Terms	670.00	0.00	0.00	670.00	670.00	040705	BL-11920
9/27/2023	Travel and Field Service Well #11	Open Terms	550.00	0.00	0.00	550.00	550.00	040722	BL-11949
						1,220.00	1,220.00		
Avesis Third Party Administrators Inc - VEND-1108									
10/1/2023	0923 Vision	Net 30	431.94	0.00	15.00	431.94	431.94	3019654	BL-11921
						431.94	431.94		
Border States Industries Inc - VEND-1070									
10/26/2023	2" Sweeps	Net 30	361.25	0.00	15.00	361.25	361.25	927077001	BL-11969
						361.25	361.25		
BRAND, JUSTIN - VEND-100310									
10/2/2023	1023 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 2023	BL-11933
						75.00	75.00		
Casual Rags - VEND-1006									
10/25/2023	Baby Blanket	Net 30	35.00	0.00	15.00	35.00	35.00	155594	BL-11922
						35.00	35.00		
Cedar Falls Utilities - VEND-1045									
11/1/2023	0923 Labor & Rack Space 28E Agreement (IP	Net 30	5,045.40	0.00	15.00	5,045.40	5,045.40	93074	BL-11947
						5,045.40	5,045.40		
CHEMTREAT INC - VEND-8300									
9/23/2023	Polymer	Open Terms	7,356.23	0.00	0.00	7,356.23	7,356.23	CIN010569132	BL-11923
						7,356.23	7,356.23		
Cintas Corporation - VEND-1007									

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	10/8/2023	First Aid Supplies - EL	Net 30	49.89	0.00	15.00	49.89	49.89	8406429152	BL-11970
	10/21/2023	First Aid Supplies - CSC	Net 30	107.50	0.00	15.00	107.50	107.50	5176383959	BL-11934
							157.39	157.39		
City Of Indianola - VEND-1008 - BL-11971										
	11/1/2023	1023 Professional Services	Net 30	9,922.50	0.00	15.00	9,922.50	9,922.50	3160	BL-11971
							9,922.50	9,922.50		
Consortia Consulting - VEND-1009										
	10/25/2023	0823 Consulting	Net 30	1,125.00	0.00	15.00	1,125.00	1,125.00	25268	BL-11935
							1,125.00	1,125.00		
CORE & MAIN - VEND-102636										
	9/23/2023	6" hymax	Open Terms	750.00	0.00	0.00	750.00	750.00	T562829	BL-11936
							750.00	750.00		
COUNTRY PROPANE, HEATING & COOLING - VEND-9285										
	9/26/2023	Backflow Repair	Open Terms	150.00	0.00	0.00	150.00	150.00	76965	BL-11937
							150.00	150.00		
DES PLANQUES, CHRIS - VEND-101766										
	10/2/2023	1023 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 2023	BL-11931
							75.00	75.00		
DNR - VEND-1167										
	10/28/2023	Annual Water Use Fee for 2024	Net 30	115.00	0.00	15.00	115.00	115.00	Permit No 1515	BL-11938
							115.00	115.00		
Doug Pagel - VEND-1283										
	10/31/2023	1023 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 2023	BL-11932
							75.00	75.00		
Doug Shull - VEND-1105										
	10/31/2023	1023 Treasurer Contract	Net 30	83.34	0.00	15.00	83.34	83.34	Oct 2023	BL-11939
							83.34	83.34		
Dylan Michelsen - VEND-1180										
	10/31/2023	1023 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 2023	BL-11927
							75.00	75.00		
Elisha Brown - VEND-1209										

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	10/31/2023	1023 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 2023	BL-11930
							75.00	75.00		
Employee & Family Resources - VEND-1137										
	9/27/2023	FY24 Services	Net 30	870.96	0.00	15.00	870.96	870.96	615-7130	BL-11940
							870.96	870.96		
Gradient9 - VEND-1392										
	10/21/2023	0923 Monthly Newsletter/Website	Net 30	2,310.00	0.00	15.00	2,310.00	2,310.00	INV-4662	BL-11941
							2,310.00	2,310.00		
Habitat For Humanity - VEND-1141 - BL-11918										
	10/2/2023	Credit Refund	Net 30	91.20	0.00	0.00	91.20	91.20	00049763-4	BL-11918
							91.20	91.20		
IMU - VEND-8629										
	10/2/2023	Utilities - EL	Open Terms	1,557.20	0.00	0.00	1,557.20	1,557.20	10318669	BL-11972
	10/2/2023	Utilities - WA	Open Terms	22,089.72	0.00	0.00	22,089.72	22,089.72	10321701	BL-11973
	10/2/2023	Utilities - Fiber	Open Terms	2,065.39	0.00	0.00	2,065.39	2,065.39	10319557	BL-11995
	10/2/2023	Utilities - Util Svcs	Open Terms	330.14	0.00	0.00	330.14	330.14	10318287	BL-11950
							26,042.45	26,042.45		
Independent Advocate - VEND-1136										
	10/27/2023	Notice of Public Hearing NOFA Phase #2	Net 30	15.49	0.00	15.00	15.49	15.49	3932	BL-11951
	10/28/2023	Print and Digital Ad Sept 2023	Net 30	500.00	0.00	15.00	500.00	500.00	3947	BL-12000
							515.49	515.49		
Innovative Systems - VEND-1048										
	11/1/2023	October Elation Maint Fee	Net 30	12,749.21	0.00	15.00	12,749.21	12,749.21	INV-13432	BL-11952
							12,749.21	12,749.21		
Internal Revenue Service - VEND-1307										
	10/29/2023	941 Income Tax Payable - 092923 Payroll	Net 30	28,374.74	0.00	15.00	28,374.74	28,374.74	092923 Payroll	BL-11953
							28,374.74	28,374.74		
Iowa Department Of Human Services - VEND-1310										
	10/29/2023	Garnishment Payable - 092923 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	092923 Payroll	BL-11954
							723.23	723.23		
Iowa Department Of Revenue - VEND-1117										

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	10/29/2023	IA Income Tax Payable - 092923 Payroll	Net 30	4,505.32	0.00	15.00	<u>4,505.32</u>	<u>4,505.32</u>	092923 Payroll	BL-11955
							4,505.32	4,505.32		
Iowa One Call - VEND-1015										
	10/29/2023	0823 Locates - Fiber	Net 30	222.30	0.00	15.00	<u>222.30</u>	<u>222.30</u>	254985	BL-11996
	10/29/2023	0823 Locates - WA	Net 30	399.60	0.00	15.00	<u>399.60</u>	<u>399.60</u>	254986	BL-11974
	10/29/2023	0823 Locates - EL	Net 30	385.20	0.00	15.00	<u>385.20</u>	<u>385.20</u>	254361	BL-11975
							1,007.10	1,007.10		
IPERS - VEND-1309										
	10/29/2023	IPERS Payable - 092923 Payroll	Net 30	53,167.04	0.00	15.00	<u>53,167.04</u>	<u>53,167.04</u>	092923 Payroll	BL-11956
							53,167.04	53,167.04		
ISolved - VEND-1363										
	10/29/2023	FSA Payable - 092923 Payroll	Net 30	61.16	0.00	15.00	<u>61.16</u>	<u>61.16</u>	092923 Payroll	BL-11957
							61.16	61.16		
JV TRUCKING LLC - VEND-102429										
	9/27/2023	3/8 Pea Gravel	Open Terms	727.44	0.00	0.00	<u>727.44</u>	<u>727.44</u>	6566	BL-11976
							727.44	727.44		
Kurt Gocken - VEND-1023										
	10/31/2023	1023 Mobile Device Allowance	Net 30	75.00	0.00	15.00	<u>75.00</u>	<u>75.00</u>	Oct 2023	BL-11924
							75.00	75.00		
Kurt Ripperger - VEND-1025										
	10/31/2023	1023 Mobile Device Allowance	Net 30	75.00	0.00	15.00	<u>75.00</u>	<u>75.00</u>	Oct 2023	BL-11925
							75.00	75.00		
Lewis Souer - VEND-1141 - BL-11917										
	10/2/2023	Credit Refund	Net 30	83.55	0.00	0.00	<u>83.55</u>	<u>83.55</u>	00065100-7	BL-11917
							83.55	83.55		
LONGER, CHRIS - VEND-34025										
	10/2/2023	1023 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	<u>75.00</u>	<u>75.00</u>	Oct 2023	BL-11928
							75.00	75.00		
McCoy Hardware Inc - VEND-1035										
	10/5/2023	Muriatic Acid	Net 30	8.54	0.00	15.00	<u>8.54</u>	<u>8.54</u>	A608126	BL-11958
							8.54	8.54		

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MCMaster-CARR SUPPLY CO - VEND-34108										
	9/14/2023	Pipe Flanges	Open Terms	311.56	0.00	0.00	311.56	311.56	14190718	BL-11977
							311.56	311.56		
METCALF, MIKE - VEND-34230										
	10/2/2023	1023 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 2023	BL-11929
							75.00	75.00		
Mid American Energy Co - VEND-1018										
	10/12/2023	Electric - W Side Substation	Net 30	10.00	0.00	15.00	10.00	10.00	544013031	BL-11981
	10/18/2023	Gas - 110 S B St	Net 30	12.50	0.00	15.00	12.50	12.50	544256009	BL-11997
	10/18/2023	Gas - 909 E Hillcrest Ave, Generator	Net 30	13.04	0.00	15.00	13.04	13.04	544252147	BL-11998
	10/18/2023	Gas - 1300 E Iowa Ave Bldg B	Net 30	11.44	0.00	15.00	11.44	11.44	544229007	BL-11978
	10/18/2023	Gas - 1300 E Iowa Ave Bldg A	Net 30	12.50	0.00	15.00	12.50	12.50	544239432	BL-11979
	10/18/2023	Gas - 111 S Buxton St Generation Plant	Net 30	65.37	0.00	15.00	65.37	65.37	544256142	BL-11980
	10/18/2023	Gas - 210 W 2nd Ave	Net 30	11.44	0.00	15.00	11.44	11.44	544275335	BL-11959
							136.29	136.29		
Midwest Alarm Services - VEND-1116										
	10/8/2023	Annual Fire Alarm Inspection 110 S B St	Net 30	499.35	0.00	15.00	499.35	499.35	427466	BL-11999
							499.35	499.35		
Mission Square - VEND-1303										
	10/29/2023	457 Payable - 092923 Payroll	Net 30	2,741.60	0.00	15.00	2,741.60	2,741.60	092923 Payroll	BL-11960
							2,741.60	2,741.60		
MUNICIPAL SUPPLY INC - VEND-35810										
	9/20/2023	Hydrant Repair Kit	Open Terms	362.97	0.00	0.00	362.97	362.97	0884963-IN	BL-11961
							362.97	362.97		
National Cable Television Cooperative, Inc. - VEND-1095										
	10/29/2023	0923 Cable Programming	Net 30	56,039.28	0.00	15.00	56,039.28	56,039.28	23090647	BL-11994
							56,039.28	56,039.28		
NewCom Technologies, Inc - VEND-1091										
	10/19/2023	NOFA IMU 2023 Build	Net 30	1,805.95	0.00	15.00	1,805.95	1,805.95	50359	BL-12001
							1,805.95	1,805.95		
Norwalk Ready Mix Concrete, Inc. - VEND-1119										
	9/2/2023	Concrete Repair Country Club	Net 30	1,638.00	0.00	15.00	1,638.00	1,638.00	331627	BL-11962

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	10/7/2023	Concrete for main break restoration	Net 30	348.00	0.00	15.00	348.00	348.00	334232	BL-11963
							1,986.00	1,986.00		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
	9/19/2023	PPE Equipment	Open Terms	687.54	0.00	0.00	687.54	687.54	271547	BL-11982
							687.54	687.54		
Skye McBroom - VEND-1026										
	10/31/2023	1023 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 2023	BL-11926
							75.00	75.00		
STERNQUIST CONST. INC. - VEND-50360										
	9/26/2023	Crushed Concrete	Open Terms	254.48	0.00	0.00	254.48	254.48	2686	BL-11983
							254.48	254.48		
Terry-Durin Co - VEND-1038										
	10/14/2023	Pulling Lube	Net 30	139.10	0.00	15.00	139.10	139.10	144111-00	BL-11985
	10/18/2023	Duct Plugs	Net 30	354.17	0.00	15.00	354.17	354.17	144331-00	BL-11984
							493.27	493.27		
TRM DISPOSAL LLC - VEND-101016										
	9/25/2023	0923 Trash	Open Terms	46.00	0.00	0.00	46.00	46.00	28976	BL-11964
							46.00	46.00		
UPHDM Occupational Medicine - VEND-1101										
	9/30/2023	DOT Random Program Annual Fee	Net 30	60.00	0.00	15.00	60.00	60.00	195943	BL-11965
							60.00	60.00		
USA Blue Book - VEND-1366										
	10/5/2023	Lab Supplies/Chemicals	Net 30	465.17	0.00	15.00	465.17	465.17	INV00123730	BL-11966
	10/5/2023	Lab Supplies	Net 30	32.40	0.00	15.00	32.40	32.40	INV00123938	BL-11967
	10/11/2023	Lab Supplies	Net 30	21.85	0.00	15.00	21.85	21.85	INV00129192	BL-11968
							519.42	519.42		
VERMEER SALES & SERVICE - VEND-57608										
	9/14/2023	Directional Drill Materials	Open Terms	181.45	0.00	0.00	181.45	181.45	PO256605	BL-11987
	9/19/2023	Pressure Washer Parts/Locator Battery-Bore F	Open Terms	659.92	0.00	0.00	659.92	659.92	PO262805	BL-11986
	10/5/2023	Directional Drill Parts	Open Terms	697.96	0.00	0.00	697.96	697.96	May 2023 Invoices	BL-11993
							1,539.33	1,539.33		
WESCO - VEND-60220										

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	9/19/2023	FR Rain Gear	Open Terms	211.07	0.00	0.00	211.07	211.07	782300	BL-11992
	9/20/2023	Lifting Sling	Open Terms	102.21	0.00	0.00	102.21	102.21	784053	BL-11991
	9/22/2023	FR Jeans	Open Terms	408.58	0.00	0.00	408.58	408.58	788424	BL-11989
	9/23/2023	FR Sweatshirt	Open Terms	156.65	0.00	0.00	156.65	156.65	788951	BL-11990
	9/28/2023	Photo Controls	Open Terms	616.32	0.00	0.00	616.32	616.32	794115	BL-11988
							1,494.83	1,494.83		
			Check Count: 56			Totals:	\$230,154.40	\$230,154.40		

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

September 25, 2023 5:30 PM IMU Boardroom 210 W 2nd Avenue

Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 PM on September 25, 2023, in the IMU Boardroom. Chairperson Lori Smith called the meeting to order and on roll call the following members were present: Dom Selgrade, Deb White, Lori Smith, Adam Voigts. Absent: Mike Rozga.

There were no public comments offered.

White moved to approve the Consent Agenda and Voigts seconded it. In discussion, it was noted there was a typo in the minutes from August 28th meeting. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously. The consent agenda was as follows:

Resolution approving payment application Number 4 for the Turbine 8 Controls Project.

Approval of Claims

Approval of Minutes of the prior meetings

Approval of July 2023 Finance Report

Electric Superintendent Mike Metcalf shared that the Turbine Fuel Project is now on hold, gave updates on the Downtown Streetscape Project; the south alley is reopened for use, the north alley is nearing paving, and the west alley will be completed in the spring. IMU and City Engineers will be meeting to discuss logistics for the K Street Paving Project.

Selgrade motioned to approve, and Voigts seconded the authorization for Warren Water to serve three customers within their territory upon proper notice to IMU since the customer is within two miles of IMU territory, located at, 9534 R-63, 15504 Illinois St., and 9514 160th Ave, Indianola, Iowa. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Water Superintendent Justin Brand shared that the Water Department has repaired multiple main breaks and is continuing to work with the other services and contractors on the Streetscape Project- currently focusing on the West Alley portion.

General Manager Chris DesPlanques gave the Telecommunication Utility updates; the bids for the Fiber 2023-NOFA7-Phase2-RSNo9 project will be discussed at the next BOT meeting. The Pella route is in final steps and should be completed in October.

Voigts motioned to approve utility accounts to be written off and submitted to the state offset program, and to charge any applicable collection fees and Selgrade seconded. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White motioned to approve, and Selgrade seconded the Resolution amending the IMU Employee Handbook to include Veterans Day as a paid holiday. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

General Manager Chris DesPlanques gave a summary of his ongoing discussions with City manager Ben Reeves in regards to Capital Improvement Projects, the IMU Strategic Plan and proposed utility rate discussions.

White moved to adjourn at 6:10 p.m. and Selgrade seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Lori Smith, Chairperson

ATTEST:

Monica Thompson Board Secretary

Water Utility Financial Summary
August 31, 2023

600 WATER OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Water Service Sales	2,823,500	465,628	16.49%
Other Water Revenue	360,300	33,893	9.41%
Total Revenue:	3,183,800	499,520	15.69%
Water O&M Expense	2,222,404	376,248	
Water O&M Transfers Out	1,000,000	195,667	
Total Expense and Transfers:	3,222,404	571,914	17.75%
Beginning Net Position		13,956,134	
Net Surplus (Deficit)		(72,394)	
Ending Net Position		13,883,740	

700 WATER CAPITAL FUND

From Water Operations	1,000,000	195,667	
Total Transfers In:	1,000,000	195,667	19.57%
Water Capital Expense	1,200,000	19,208	
Total Expense:	1,200,000	19,208	1.60%
Beginning Net Position		2,470,342	
Net Surplus (Deficit)		176,459	
Ending Net Position		2,646,800	

780 WATER IMPROVE FUND

Beginning Net Position	75,000
Net Surplus (Deficit)	0
Ending Net Position	75,000

WATER CASH ON HAND	O&M	\$	289,970
(110 days or greater)	Capital	\$	2,879,012
	Debt Service	\$	75,000
332 days		\$	3,243,982

FY24		
Budget	YTD Actual	% of Budget
3,165,800	549,631	17.36%
380,800	82,577	21.69%
3,546,600	632,208	17.83%
2,279,878	485,985	
1,190,000	198,333	
3,469,878	684,318	19.72%
	14,211,663	
	(52,110)	
	14,159,553	

	Gallons Billed FY23-24	Gallons Billed FY22-23	YOY Increase %
July	36,713,420	31,583,030	16.2%
August	33,852,270	37,092,320	-8.7%
September	35,871,910	43,870,320	-18.2%
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD TOTAL	106,437,600	112,545,670	-5.4%

	Inventory on Hand FY23-24	Inventory on Hand FY22-23	YOY Increase %
July	\$ 131,441	\$ 112,249	17.1%
August	\$ 124,926	\$ 110,331	13.2%
September	\$ 118,941	\$ 104,559	13.8%
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 125,103	\$ 109,046	14.7%

IMU Admin/US Financial Summary
August 31, 2023

620 ADMIN & UTILITY SERVICES

FY23		
Budget	YTD Actual	% of Budget
Admin/US Revenue	1,406,867	221,710 15.76%
Total Revenue:	1,406,867	221,710 15.76%
Admin/US O&M Expense	1,406,867	223,469
Total Expense:	1,406,867	223,469 15.88%
Beginning Net Position	35,687	
Net Surplus (Deficit)	(1,758)	
Ending Net Position	33,928	

FY24		
Budget	YTD Actual	% of Budget
1,329,354	218,904	16.47%
1,329,354	218,904	16.47%
1,329,354	234,910	
1,329,354	234,910	17.67%
	128,434	
	(16,006)	
	112,428	

855 LIABILITY INS FUND

Beginning Net Position	9,099
Net Surplus (Deficit)	0
Ending Net Position	9,099

9,099
0
9,099

US/ADMIN CASH ON HAND O&M \$ 550,479

Electric Utility Financial Summary
August 31, 2023

630 ELECTRIC OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Electric Service Sales	16,189,977	3,664,867	22.64%
Other Electric Revenue	1,657,700	183,353	11.06%
Total Revenue:	17,847,677	3,848,219	21.56%
Electric O&M Expense	15,287,869	2,652,483	
Electric O&M Transfer Out	1,171,153	188,958	
Total Expense and Transfers:	16,459,022	2,841,441	17.26%
Beginning Net Position		33,191,504	
Net Surplus (Deficit)		1,006,778	
Ending Net Position		34,198,282	

730 ELECTRIC CAPITAL FUND

Electric Capital Revenue			
From Electric Operations	1,397,300	323,583	
Total Revenue and Transfers In:	1,397,300	323,583	23.16%
Electric Capital Expense	2,477,500	62,016	
Total Expense:	2,477,500	62,016	2.50%
Beginning Net Position		6,564,867	
Net Surplus (Deficit)		261,567	
Ending Net Position		6,826,434	

793 ELECTRIC DEBT SERVICE

From Electric Operations	1,171,153	188,958	
Total Transfers In:	1,171,153	188,958	16.13%
Electric Debt Service	1,171,153	0	
Total Expense:	1,171,153	0	0.00%
Beginning Net Position		1,368,750	
Net Surplus (Deficit)		188,958	
Ending Net Position		1,557,708	

ELECTRIC CASH ON HAND
(110 days or greater)

O&M	\$ 8,913,784
Capital	\$ 6,460,093
Debt Service	\$ 1,465,005
	\$ 16,838,882

319 days

FY24		
Budget	YTD Actual	% of Budget
16,420,384	2,924,301	17.81%
1,609,900	304,565	18.92%
18,030,284	3,228,866	17.91%
15,409,076	3,031,069	
3,653,672	608,945	
19,062,748	3,640,015	19.09%
	35,360,557	
	(411,149)	
	34,949,408	

1,396,700	201,870	
2,500,000	416,667	
3,896,700	618,536	15.87%
2,716,300	79,543	
2,716,300	79,543	2.93%
	8,062,135	
	538,993	
	8,601,128	

1,153,672	192,279	
1,153,672	192,279	16.67%
1,153,672	0	
1,153,672	0	0.00%
	1,368,865	
	192,279	
	1,561,144	

	Kwhs Billed FY23-24	Kwhs Billed FY22-23	YOY Increase %
July	10,450,789	10,128,099	3.2%
August	11,547,802	12,799,785	-9.8%
September	12,959,519	14,217,561	-8.8%
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD TOTAL	34,958,110	37,145,445	-5.9%

	Inventory on Hand FY23-24	Inventory on Hand FY22-23	YOY Increase %
July	\$ 1,276,213	\$ 1,165,007	9.5%
August	\$ 1,337,147	\$ 1,208,115	10.7%
September	\$ 1,396,439	\$ 1,251,752	11.6%
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 1,336,599	\$ 1,208,291	10.6%

Fiber Utility Financial Summary
August 31, 2023

640 FIBER OPERATING FUND

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Fiber Service Sales	4,310,000	718,767	16.68%	4,310,000	789,155	18.31%
Other Fiber Revenue	953,950	59,460	6.23%	953,950	84,261	8.83%
Total Revenue:	5,263,950	778,227	14.78%	5,263,950	873,417	16.59%
Fiber O&M Expense	3,435,424	555,953		3,313,142	761,009	
Fiber O&M Transfer Out	1,906,879	96,400		2,058,913	343,152	
Total Expense and Transfers:	5,342,303	652,353	12.21%	5,372,055	1,104,161	20.55%
Beginning Net Position		(4,908,922)			(3,258,528)	
Net Surplus (Deficit)		125,874			(230,744)	
Ending Net Position		(4,783,049)			(3,489,273)	

740 FIBER CAPITAL FUND

Fiber Capital Revenue	0	0		0	8,038	
From Fiber Operations	801,000	96,400		932,500	155,417	
Total Revenue and Transfers In:	801,000	96,400	12.03%	932,500	163,455	17.53%
Fiber Capital Expense	2,318,000	155,689		1,192,500	624,140	
Total Expense:	2,318,000	155,689	6.72%	1,192,500	624,140	52.34%
Beginning Net Position		1,566,044			823,707	
Net Surplus (Deficit)		(59,289)			(460,685)	
Ending Net Position		1,506,755			363,022	

795 FIBER DEBT SERVICE

From Fiber Operations	1,105,879	0		1,126,413	187,736	
Total Transfers In:	1,105,879	0	0.00%	1,126,413	187,736	16.67%
Fiber Debt Service	1,105,879	0		1,126,413	0	
Total Expense:	1,105,879	0	0.00%	1,126,413	0	0.00%
Beginning Net Position		0			0	
Net Surplus (Deficit)		0			187,736	
Ending Net Position		0			187,736	

*Fund 640 Ending Fund Balance	(4,783,049)	(3,301,537)
*Fund 740 Ending Fund Balance	1,506,755	363,022
	(3,276,294)	(2,938,515)

FIBER CASH ON HAND	O&M	\$	(498,081)
(110 days or greater)	Capital	\$	1,445,715
	Debt Service	\$	93,868
67 days		\$	1,041,503

The Fiber Utility fund has a deficit fund balance of (\$2,938,515).
The deficit fund balance 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.

	Subscriptions FY23-24	Subscriptions FY22-23	YOY Increase %
July	3,872	3,513	10.2%
August	3,908	3,560	9.8%
September	3,930	3,581	9.7%
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD TOTAL	11,710	10,654	
	9.9%		

	Inventory on Hand FY23-24	Inventory on Hand FY22-23	YOY Increase %
July	\$ 1,858,586	\$ 1,523,440	22.0%
August	\$ 1,878,531	\$ 1,596,300	17.7%
September	\$ 1,859,378	\$ 1,624,706	14.4%
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 1,865,498	\$ 1,581,482	
	18.0%		

August 2023

You should expect to see YTD revenue and expenses 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 reporting each departments net position, which is cash and all other assets (such as billing receivables and capital assets) less accumulated depreciation and liabilities.

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

O&M expenses are above expected due to risk insurance premiums due at the beginning of the fiscal year.

O&M expenses are higher compared to FY23 due to monthly depreciation being calculated in FY24.

A FY24 budget amendment will be forthcoming due to capital projects budgeted in FY23 but rolled into FY24.

FY24 beginning balances will be updated upon completion of the FY23 financial audit.

This report is on a modified cash basis, with monthly (non-cash) depreciation included beginning FY24. There will be additional accrual adjustments upon completion of the FY23 financial audit.

Water Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

US/Admin Notes: The 620 fund is intended to be a zero balance fund and doesn't have any significant stand alone obligations. Any balance or deficit here is timing related or is city services collected from the current month to be transferred in the following month.

Electric Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

Fiber Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.
O&M Expenses are above expected due to engineering for the NOFA 2023 build.
Capital expenses are above expected due to Pella project expenses budgeted in FY23 but rolled into FY24.



MEMORANDUM

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

From:

Date: October 9, 2023

Subject: Public Hearing regarding the plans, specifications, form of contract and estimate of costs for the NOFA 7 Project..

Discussion and Recommendation: The Board Chair will open and close the public hearing.

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 2 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. No oral objections were offered, and the Trustee Clerk reported that no written objections had been filed.

Board Member _____ introduced the following Resolution entitled "RESOLUTION 2023-ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NOFA7 – PHASE 2 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 2023-000 ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATE OF COST FOR THE NOFA7 – PHASE 2 PROJECT**

WHEREAS, on the 4th day of October 2023, the plans, specifications, form of contract and estimate of cost were filed with the Board Secretary for the Indianola Municipal Utilities, for certain public improvements described in general as the NOFA7 – Phase 2 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 9th day of October 2023.

Lori Smith, Chairperson

ATTEST:

Monica Thompson
Board Secretary

**SPECIFICATIONS
FOR
NOFA 7 PHASE #2**

**INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

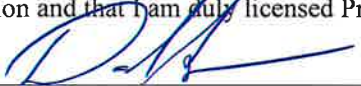


**SPECIFICATIONS
FOR
NOFA 7 PHASE #2
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-Phase2-RS09
NEWCOM PROJECT NO. 2023-NOFA7-Phase2-RS09**

Prepared by:



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

Signed:  Date: 8-18-2023

David W. Shafer, PE
Iowa License No. P-19075
My license renewal date is 12-31-2023

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



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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 Friday, September 15th, 2023 for the following described public improvement:

**NOFA 7 PHASE #2
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

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 9th day of October 2023, 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 (for future drop locations), fiber marker posts and marker posts with test stations and other incidental materials, not limited to gravel, conduit splices.

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

Division 1: This work division consists of the installation of a fiber optic conduit network - (1) 1.5" conduit with tracer wire (tracer placed in conduits without traceable fiber), mule tape, fiber optic cable in some locations, vaults, and fiber marker posts. The new conduit network consists of approximately 4,856 linear feet and an additional 1,373 linear feet (Alternate) of rural build. Conduit installation method will be up to the discretion of the contractor. The main build will be a FTTH extension on 110th Ave and street crossings on R63. The Alternate build consists of an extension north on 110th Ave from 8626 110th Ave to 8369 110th Ave. No fiber splicing or testing is involved in this bid. Division 1 and Division 1 Alternate work shall be completed by December 31st, 2023.

Division 2: This work division consists of the installation of a fiber optic conduit network - (1) 1.5" conduit with tracer wire (tracer placed in conduits without traceable fiber), mule tape, fiber optic cable, vaults, test station and fiber marker posts. The new conduit network consists of approximately 12,256 linear feet and an additional 1,506 linear feet (Alternate), both which are rural builds. Conduit installation method will be up to the discretion of the contractor. There are three main FTTH extensions: The first will start at the intersection of Lucas Pl and 118th Ave and continue southwest down Lucas Pl turning south down 113th Ave to the driveway of 13984 113th Ave. The second will be along McGregor Trail east of 118th Ave. The third will start at 118th and Nevada St and go west down Nevada St to 10810 Nevada St. The Alternate build consists of multiple streets crossings on Nevada St and 118th Ave. No fiber splicing or testing is involved in this bid. Division 2 and Division 2 Alternate work shall be completed by May 17th, 2024.

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

NOTICE OF HEARING AND LETTING

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 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 December 31, 2023. All restoration work shall be completed by April 15, 2024. 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.

NOTICE OF HEARING AND LETTING

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 May 17th, 2024. All restoration work shall be completed by May 30th, 2024. 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.

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 (with 2023-NOFA7-Phase2-RS09 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 Tuesday, September 5th, 2023 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/601255221>

Phone - voice only.

dial: (669) 224-3412 and use Access Code: 601-255-221

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: August 29th, 2023

INSTRUCTION TO BIDDERS

NOFA 7 PHASE #2

INDIANOLA MUNICIPAL UTILITIES INDIANOLA, IOWA

PROJECT NO. 2023-NOFA7-PHASE2-RSNo9

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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 #2
Project No. 2023-NOFA7-Phase2-RSNo9

BID SECURITY FOR: NOFA 7 PHASE #2
Project No. 2023-NOFA7-Phase2-RSNo9

- 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 **2023-NOFA7-PHASE2-RSNo9** 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 #2
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

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 2nd 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 #2
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

1. Construct the **NOFA 7 PHASE #2 PROJECT, Project No. 2023-NOFA7-Phase2-RSNo9** for the following Unit and Lump Sum Prices.

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE (1)	EXTENDED PRICE
DIVISION 1					
1	CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5	LF	4,856		
2	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	6		
3	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	5		
4	FIBER OPTIC CABLE, INSTALL ONLY, 48 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	4,610		
5	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING	EACH	2		
6	FIBER MARKER POST, FURNISH AND INSTALL	EACH	2		
DIVISION 1 ALTERNATE					
7	CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5	LF	1,373		
8	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	1		
9	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	1		
10	FIBER OPTIC CABLE, INSTALL ONLY, 48 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	2,316		
11	TRACER WIRE FURNISH AND INSTALL	LF	56		

PROPOSAL

12	FIBER MARKER POST, FURNISH AND INSTALL	EACH	1		
DIVISION 2					
13	CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5	LF	12,256		
14	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	14		
15	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	25		
16	FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	6,785		
17	FIBER OPTIC CABLE, INSTALL ONLY, 48 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	5,489		
18	TRACER WIRE FURNISH AND INSTALL	LF	1,193		
19	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING	EACH	1		
20	FIBER MARKER POST, FURNISH AND INSTALL	EACH	9		
DIVISION 2 ALTERNATE					
21	CONDUIT, FURNISH AND INSTALL, 1 ½ HDPE SDR 13.5	LF	1,506		
22	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	13		
23	TRACER WIRE FURNISH AND INSTALL	LF	1,438		
				TOTAL PROPOSAL	

Notes: (1) 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 December 31st, 2023. All restoration work shall be completed by April 15th, 2024. 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 May 17th, 2024. All restoration work shall be completed by May 30th, 2024. 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.

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 #2, Project No. 2023-NOFA7-Phase2-RSNo9.**

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)

THIS AGREEMENT AND INDENTURE made and entered into this, the _____ day of _____, 2023, 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”.

THAT, WHEREAS, The Contractor will commence and complete the construction of the following improvements known as **NOFA 7 PHASE #2, Project No. 2023-NOFA7-Phase2-RSNo9.**

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.

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.02A, A.02B, A.03, A.04, B.01-B.03, C.01A. C.01B, C.02, J.01, L.01, - L.20, N.01 - N.33, P.01, Appendix
- 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 #2, Project No. 2023-NOFA7-Phase1-RSNo9

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, 2023, 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 #2
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

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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

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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

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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

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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;

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- 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; contractually, independent Contractors, Broad Form Property damage	\$500,000 (including single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$500,000 (Aggregate hazards)
Automobile Liability (including all owned, non- owned and hired autos) single limit	\$500,000 Combined
Worker's Compensation	Statutory Benefits \$100,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$1,000,000 Combined \$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:

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- 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

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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 64th 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

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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.

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- 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.

REGULATIONS OF THE CONTRACT

- 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

REGULATIONS OF THE CONTRACT

- 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.

REGULATIONS OF THE CONTRACT

- 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 #2
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

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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, and the County of Warren.

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

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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 plan 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 has 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 #2
INDIANOLA MUNICIPAL UTILITES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE1-RSNo9

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.

TITLE	Drawing Number	Revision Number
TITLE/LEGENDSHEETS	A.01, A.02A, A.02B 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.20 & N.01 – N.33	
PERMITS	P.01	
APPENDIX	APPROVED PERMITS	

DETAILED SPECIFICATIONS

**NOFA 7 PHASE #2
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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.

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- 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

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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 #2
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2- RSN09**

The 2023 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

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**NOFA 7 PHASE #2
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

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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

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- 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).

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- 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

TECHNICAL SPECIFICATIONS

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 additional work required to meet the acceptance testing, including but not

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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.
- 7.2 Small Vault – Owner shall provide:

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- 7.2.1 Small vault specifications.
- Manufacturer: Old Castle or Armorcast
 - 13" x 24"
 - 18" 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
- 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,

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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.
- 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.

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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 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 armored cable or 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.
 - 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.

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- 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.
- 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.

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- 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 manufacturer'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
 - Southwest, etc.
- 10.11 Installation of any shield bond clamps, tracer wires, ground wires, ground rods

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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 and 48 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
 - -0.19dB @ 1625nm
 - Cladding Diameter: 125.0µm ± 0.9µm
 - Coating Diameter: 250 ± 10 microns

TECHNICAL SPECIFICATIONS

- 12.2.2 Owner will pretest fiber at 1310 and 1550 wavelengths before leaving storage yard to verify it meets specification.
Contractor may also test the fiber before it leaves the Owner's storage facility or at the request of the Contractor, Owner will provide the test results to Contractor.
- 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 75' 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 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.

TECHNICAL SPECIFICATIONS

- 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 Owner will posttest fiber at 1310 and 1550 wavelengths before final acceptance to verify it meets specification. 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.

15. GUARANTEE

TECHNICAL SPECIFICATIONS

- 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 affix 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.

TECHNICAL SPECIFICATIONS

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 2023 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 2023 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 15th through June 15th and between August 10th through October 15th 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 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.

- 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 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%

TECHNICAL SPECIFICATIONS

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 #2

**INDIANOLA, IOWA
PROJECT NO. 2023-NOFA7-PHASE2-RSNo9**

FORMS INDEX

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| 3. NOTICE TO PROCEED | 10. CERTIFICANT OF SUBSTANTIAL COMPLETION |
| 4. SHOP DRAWING TRANSMITTAL FORM | 11. CERTIFICATE OF FINAL COMPLETION |
| 5. FORM OF CHANGE ORDER | 12. CERTIFICATE OF PARTIAL ACCEPTANCE |
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FORMS

 INDIANOLA MUNICIPAL UTILITIES IMU Electric • Communications • Water	NOTICE OF AWARD	
PROJECT: NOFA 7 Phase 2	PROJECT NO.: 2023-NOFA7-Phase2-RSNo9	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 _____, 2023

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 _____, 2023

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

 INDIANOLA MUNICIPAL UTILITIES IMU Electric • Communications • Water	NOTICE TO PROCEED	
PROJECT: NOFA 7 Phase 2	PROJECT NO.: 2023-NOFA7-Phase2-RSNo9	DATE:
		PAGE 1 OF 1
TO:		
DESCRIPTION OF WORK:		

You are hereby notified to commence Work in accordance with the Construction Contract dated _____, 2023, 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 _____, 2023

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 _____ 2023.

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)

Project: NOFA 7 Phase 2	Project Number: 2023-NOFA7-Phase2-RSNo9	Date: Enter or select date.
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TO:

Name:	Choose from list.
Email:	Choose from list.

Transmittal Number:	Enter transmittal number.
1st Submittal	Engineer Outcome: Choose from list.
Resubmittal	Engineer Outcome: Choose from list.
Previous Transmittal Number:	Click here to enter previous transmittal number.
Bid Form Item Number (if relevant):	Enter bid form item if relevant.

Manufacturer:	Enter manufacturer.
Manufacturer Part Number:	Enter part number.
Description of Equipment:	Enter description.
Mfr Product Info Sheet Attached?	Note: Please attach the applicable manufacturer product info sheet.
Mfr Product Website (if applicable)	Paste manufacturer website here.

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.

Firm Name:	Click to enter firm name.
Authorized Contractor Name:	Click to enter authorized name.
Authorized Contractor Signature:	

FORMS

 INDIANOLA MUNICIPAL UTILITIES IMU Electric • Communications • Water	CHANGE ORDER	
PROJECT: NOFA 7 Phase 2	PROJECT NO.: 2023-NOFA7-Phase2-RSNo9	CHANGE ORDER NO.
		CONTRACT DATE:
TO:		DATE:
DESCRIPTION OF ORIGINAL WORK:		

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 / 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 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: _____

DATE: _____

Project Manager
DATE: _____

FORMS

Note: This form to be provided electronically – Sample Only

 INDIANOLA MUNICIPAL UTILITIES IMU Electric • Communications • Water	APPLICATION FOR PAYMENT	
PROJECT: NOFA 7 Phase 2	PROJECT NO.: 2023-NOFA7-PHASE2- RSNo9	PERIOD ENDING:
		ORIGINAL CONTRACT SUM:
Date:	Application No.:	CHANGE ORDER ADJUSTMENT:
PAGE 1 of 2		CURRENT CONTRACT SUM AMOUNT:

CONTRACTOR:

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.

CONTRACTOR

BY: _____ DATE: _____

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 \$ _____

PROJECT MANAGER

DIRECTOR

DATE: _____

FORMS

INDIANOLA MUNICIPAL UTILITIES  Electric • Communications • Water	Application for Payment (Continuation Sheet)			
PROJECT: NOFA 7 Phase 2	PROJECT NO.: 2023-NOFA7-Phase2-RSNo9	APPLICATION NO.: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">DATE:</td> <td style="border: none;">PAGE 2 OF 2</td> </tr> </table>	DATE:	PAGE 2 OF 2
DATE:	PAGE 2 OF 2			

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

 INDIANOLA MUNICIPAL UTILITIES IMU Electric • Communications • Water	PARTIAL WAIVER OF LIEN
	Project No.: 2023-NOFA7-Phase2-RSNo9

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

	FINAL WAIVER OF LIEN
	Project No.: 2023-NOFA7-Phase2-RSNo9

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 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

		CERTIFICATE OF SUBSTANTIAL COMPLETION	
PROJECT: NOFA 7 Phase 2		PROJECT NO.: 2023-NOFA7-Phase2-RSNo9	
		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

		CERTIFICATE OF FINAL COMPLETION	
PROJECT: NOFA 7 Phase 2		PROJECT NO.: 2023-NOFA-Phase2-RSNo9	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

 INDIANOLA MUNICIPAL UTILITIES IMU Electric • Communications • Water	CERTIFICATE OF PARTIAL ACCEPTANCE	
PROJECT: NOFA 7 Phase 2	PROJECT NO.: 2023-NOFA7-Phase2-RSNo9	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: _____

Engineer's Estimate
Project: NOFA 7 PHASE #2

8/14/2023



ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE (1)	EXTENDED PRICE
DIVISION 1					
1	CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5	LF	4,856	\$ 13.50	\$ 65,556.00
2	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	6	\$ 650.00	\$ 3,900.00
3	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	5	\$ 400.00	\$ 2,000.00
4	FIBER OPTIC CABLE, INSTALL ONLY, 48 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	4,610	\$ 1.70	\$ 7,837.00
5	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL, GROUND AND WIRING	EACH	2	\$ 175.00	\$ 350.00
6	FIBER MARKER POST, FURNISH AND INSTALL	EACH	2	\$ 100.00	\$ 200.00
DIVISION 1 ALTERNATE					
7	CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5	LF	1,373	\$ 13.50	\$ 18,535.50
8	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	1	\$ 650.00	\$ 650.00
9	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	1	\$ 400.00	\$ 400.00
10	FIBER OPTIC CABLE, INSTALL ONLY, 48 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	2,316	\$ 1.70	\$ 3,937.20
11	TRACER WIRE FURNISH AND INSTALL	LF	56	\$ 1.00	\$ 56.00
12	FIBER MARKER POST, FURNISH AND INSTALL	EACH	1	\$ 100.00	\$ 100.00
DIVISION 2					
13	CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5	LF	12,256	\$ 13.50	\$ 165,456.00
14	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	14	\$ 650.00	\$ 9,100.00
15	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	25	\$ 400.00	\$ 10,000.00
16	FIBER OPTIC CABLE, INSTALL ONLY, 12 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	6,785	\$ 1.70	\$ 11,534.50
17	FIBER OPTIC CABLE, INSTALL ONLY, 48 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	5,489	\$ 1.70	\$ 9,331.30
18	TRACER WIRE FURNISH AND INSTALL	LF	1,193	\$ 1.00	\$ 1,193.00
19	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL, GROUND AND WIRING	EACH	1	\$ 175.00	\$ 175.00
20	FIBER MARKER POST, FURNISH AND INSTALL	EACH	9	\$ 100.00	\$ 900.00
DIVISION 2 ALTERNATE					
21	CONDUIT, FURNISH AND INSTALL, 1 1/2 HDPE SDR 13.5	LF	1,506	\$ 13.50	\$ 20,331.00
22	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	13	\$ 400.00	\$ 5,200.00
23	TRACER WIRE FURNISH AND INSTALL	LF	1,438	\$ 1.00	\$ 1,438.00
				TOTAL PROPOSAL	\$ 338,180.50

Notes: (1) Include all tax and freight

David W Shafer, PE

Iowa License P-19075

My license renewal date is December 31, 2023

Date: 8/18/2023



7.A.3

Board Member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONTRACT FOR THE NOFA7 – PHASE 2 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 2023-_____ MAKING AWARD OF CONSTRUCTION CONTRACT
FOR THE NOFA7 – PHASE 2 PROJECT

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

Section 1. The bid of Hoffman Communications in the amount of \$220,848.80 for the 2023 NOFA7 – Phase 2 Project for Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 9th day of October 2023, 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 9th day of October 2023.

Lori Smith, Chairperson

ATTEST:

Monica Thompson, Board Secretary



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

September 19th, 2023

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

Re: Engineer's Recommendation for IMU's 2023-NOFA7-Phase2-RSNo9 Based on Bid Tabulation

Mr. Ripperger,

Sealed bids for the work comprised in the project named 2023-NOFA7-Phase2-RSNo9 that were received by the deadline were opened, tabulated, and filed by the Trustee Clerk of IMU on September 15th, 2023. NewCom Technologies, Inc. has determined that the lowest responsive, responsible bidder for this project is Hoffman Communications. 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 Hoffman Communications.

The summary of Hoffman Communications bid and comparison to engineer's estimate is:

Item	Projected Total Costs
Hoffman Communications Proposal	\$220,848.80
Engineer's Estimate	\$338,180.50
Variance from Engineer's Estimate	-\$117,331.70

Please contact our office if any additional information is required.

Signed:  Date: 9/19/2023

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



7. A. 4

Board Member _____ introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND FOR THE NOFA7 – PHASE 2 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:

Indianola Municipal Utilities
RESOLUTION NO. 2023-

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 Hoffman Communications dated the 9th day of October 2023, for the 2023 NOFA7 – Phase 2 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 9th day of October 2023.

Lori Smith, Chairperson

ATTEST:

Monica Thompson, Board Secretary

CONTRACT

STATE OF IOWA }
COUNTY OF WARREN } ss.

THIS AGREEMENT AND INDENTURE made and entered into this, the 9th day of October, 2023, by and between INDIANOLA MUNICIPAL UTILITIES, Indianola, Iowa, termed in this Agreement and the Specifications as the “Owner”, and Hoffman Communications, 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 #2, Project No. 2023-NOFA7-Phase2-RSNo9.**

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 9th day of October, 2023, 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.02A, A.02B, A.03, A.04, B.01-B.03, C.01A, C.01B, C.02, J.01, L.01, - L.20, N.01 - N.33, P.01, Appendix
- 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

Hoffman Communications

By: _____
Lori Smith
Chairperson

By: [Signature]

Title: owner

ATTEST:

ATTEST:

Imc

By: [Signature]

Title: HR/Finance Director

Secretary

7.B

INDIANOLA MUNICIPAL UTILITIES
RESOLUTION NO. 2023-_____

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, WAVERLY COMMUNICATIONS UTILITY, THE COMMUNICATIONS UTILITY OF BELLEVUE, IOWA, INDIANOLA MUNICIPAL UTILITIES, VINTON MUNICIPAL COMMUNICATIONS UTILITY, CITY OF PELLA MUNICIPAL TELECOMMUNICATIONS UTILITY, NEW HAMPTON MUNICIPAL COMMUNICATIONS UTILITY AND WATERLOO TELECOMMUNICATIONS UTILITY PROVIDING FOR JOINT OWNERSHIP AND USE OF CERTAIN FACILITIES AND RELATED MATTERS

WHEREAS, the Board of Trustees has approved an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility providing for joint ownership and use of certain facilities and related matters; and

WHEREAS, the attached agreement is made and entered into pursuant to the amended and restated agreement of stated utilities; and

WHEREAS, the agreement sets forth financial arrangements between the stated utilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities, Iowa, that the agreement between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility is hereby approved.

APPROVED this 9th day of October 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson, Board Secretary

**AMENDED AND RESTATED AGREEMENT UNDER IOWA CODE
CHAPTER 28E BETWEEN WAVERLY COMMUNICATIONS UTILITY,
THE MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF
CEDAR FALLS, THE COMMUNICATIONS UTILITY OF BELLEVUE,
IOWA, INDIANOLA MUNICIPAL UTILITIES, VINTON MUNICIPAL
COMMUNICATIONS UTILITY, CITY OF PELLA MUNICIPAL
TELECOMMUNICATIONS UTILITY, NEW HAMPTON MUNICIPAL
COMMUNICATIONS UTILITY, AND WATERLOO
TELECOMMUNICATIONS UTILITY PROVIDING FOR JOINT
OWNERSHIP AND USE OF CERTAIN FACILITIES AND RELATED
MATTERS**

BE IT REMEMBERED that for the mutual promises, covenants and considerations herein contained and pursuant to Iowa Code Chapter 28E, Waverly Communications Utility ("Waverly"), The Municipal Communications Utility of the City of Cedar Falls, Iowa ("CFU"), the Communications Utility of Bellevue, Iowa ("CUB"), Indianola Municipal Utilities ("IMU"), Vinton Municipal Communications Utility ("Vinton"), City of Pella Municipal Telecommunications Utility ("Pella"), New Hampton Municipal Communications Utility ("New Hampton"), and Waterloo Telecommunications Utility ("Waterloo"), all municipal utilities in good standing, organized, operating and existing under Iowa Code Chapter 388, have entered into the following agreement, to wit:

1. The purpose of this Agreement is to provide for the joint ownership, management, control and maintenance of an Internet Protocol (IP) Video Head End, and make available certain other shared services, equipment, appliances and appurtenances for the joint benefit of the parties. This Agreement does not include programming contracts.

2. CFU has installed in its headquarters building in Cedar Falls an IP Video Head End, including from time to time, needed software, licensing and hardware. The parties' joint ownership under this Agreement is as tenants in common with a separate individual ownership in each party.

3. It is understood CFU has utilized and incorporated some prior existing video infrastructure equipment, dishes, receivers and other apparatus into the IP Video Head End described in paragraph 2 hereof.

4. In order to facilitate and provide for services under this Agreement, each party agrees to construct at its own expense a fiber link to agreed upon Meet Points. Upon request, CFU will provide technical assistance regarding equipment selection and configuration of the fiber links. The fiber links thus constructed will be lit, managed and monitored by CFU Network

Engineers under paragraphs 5 and 8 hereof. Maintenance and repair of each party's fiber will be performed by the respective party.

5. CFU will provide the Head End Technicians and Network Engineers required to operate the IP Video Head End. The Head End Technicians and Network Engineers will be employees of CFU and shall not have any separate rights or standing under this Agreement. Each party to this Agreement shall be invoiced monthly by CFU for their proportionate share of the salary and benefits of one Head End Technician, and two and one-half Network Engineers. All parties will pay the invoice within 30 days of receipt. The percentage of payments are provided upon Schedule A attached hereto and shall be subject to modification under paragraph 9. Both percentage and number of employees for which CFU shall be reimbursed are subject to yearly adjustment under paragraph 9 hereof.

6. In the event any party or parties to this Agreement take programming or otherwise utilize the IP Video Head End in a manner different from any other party or parties, that non-joint program or utilization will be paid for entirely by the party or parties receiving the separate programming or making the separate utilization. If non-joint program or utilization requires space at CFU head end or property, CFU reserves the right to approve or disapprove said accommodation and additional fees may apply.

7. It is agreed that capital and other financial arrangements and undertaking, shall, except as specifically provided herein, be memorialized by separate agreement of the parties.

8. CFU will administer this Agreement and the operation and maintenance of the IP Video Head End including all existing video infrastructure equipment identified in paragraph 3, which shall be in any event consistent with its past practices in the ordinary course of business, applicable law, and industry standards. CFU will be solely responsible for all decisions regarding maintenance and operation. The cost of all needed replacement or repair parts, including software and software updates, improvements or contracted outside labor fees, and an annual fee (see Schedule A) to recover the salary and benefits expense incurred in calculating and billing each parties' ownership cost will be divided in the same manner as capital contributions as may be provided by separate agreement as provided by paragraph 7 hereof or as subsequently adjusted under paragraph 9 of this Agreement, and paid by all other parties and any new or additional party or parties to CFU upon presentation of an invoice reflecting the proper percentage division of actual cost only, within 30 days. This cost sharing arrangement will be applicable only to the extent the maintenance and operation expenses are necessary for the benefit of all parties to this Agreement.

9. In November of each year, commencing November 2023, all parties to this Agreement shall each designate a representative who shall meet at CFU headquarters or by conference call to review and adjust the allocation of costs and updated technologies applicable

under this Agreement. Cost allocations as adjusted will be effective January 1, 2024 and each January 1 after each said meeting thereafter. The reallocation of capital costs incurred after January 1, 2024, and salaries and benefits under paragraphs 5 and 8, and repair and maintenance costs under paragraph 8 hereof or as provided by paragraph 7 hereof will be established as the percentage of properties passed by all parties, and any additional or new party or parties of the prior June as defined in Schedule A. Estimates on Schedule A are informational and not limitations; the distribution formulas in Schedule A are binding on the parties. Schedule A may be amended as a part of the process described in this paragraph.

If by ten days after the meeting in November wherein the notification of reallocations is discussed, the parties are unable to agree on reallocations under this paragraph, then they shall mediate all outstanding disputes. Mediation shall commence upon the written notice of any member to all other members. If after notice the parties cannot agree upon a mediator, they shall each select a mediator and the mediators shall mutually select one more person to also act as mediator. If sixty days after appointment of a mediator or mediators the parties have not resolved their dispute or dispute then the parties shall select an arbitrator under Iowa Code chapter 679A, if they are unable to agree on an arbitrator within 30 days, then any party may petition the district court for appointment of an arbitrator. The arbitrator will make a decision within 90 days of selection or appointment. The parties shall accept or reject the decision of the arbitration within ten days of receipt. If the parties accept (or fail to reject) the arbitrator's decision within the time allowed, the decision shall be final and binding upon all parties on all matters in dispute. If any party rejects the arbitrator's decision, then one hundred eighty days thereafter this Agreement shall terminate as provided in paragraph 14.

10. Additional parties may join under this Agreement by adopting its terms with the consent of the governing body of all other members. New members will make an initial contribution to capital based on the percentage of properties passed in the new members' service area compared to the total number of properties passed in the service areas of all participating utilities as defined in Schedule A.

New or additional parties may be required to construct at their own expense a fiber link to CFU's designated meet point and provide equipment, appliances or appurtenances necessary to light the fiber link. Any fiber link thus constructed will be lit, managed and monitored by CFU Network Engineers under paragraphs 5 and 8 hereof. Maintenance and repair of each party's fiber will be performed by the respective party.

All additional contributions of capital from new members shall be distributed to the pre-existing members as their interests appear.

11. Additional parties may become customers of the shared IP Video Headend. Revenue from these additional parties will be shared among the current members based on their percentage of contributions.

12. No separate legal or administrative entity is created by this Agreement.

13. Parties hereto shall not engage in joint financing, but shall each be separately responsible for financing their costs and expenses under this Agreement.

14. Term of Agreement and Termination Provisions: This Agreement shall be effective on October 11, 2023 and continue in effect until October 11, 2026, and thereafter shall continue for periods of three years unless any party other than CFU provides the others with notice of its intent to terminate, at least 1 year prior to the next termination date, in which event this Agreement shall terminate on the next expiration date. CFU shall give a two-year notice of termination to exit the Agreement regardless of the three-year term of the Agreement, so that CFU may exit the Agreement at any time after a two-year notice period.

A. Termination wherein CFU remains a party: If upon any termination date there are more than two parties to this Agreement where one of the remaining parties is CFU and not all parties give notice of termination, any party giving notice of termination will be given, within 180 days of termination, their then share of the depreciated net value of their share of the joint assets as last determined under paragraph 9.

B. Termination wherein CFU is not a party: If CFU gives notice of termination, this Agreement will terminate two years after notice is provided pursuant to paragraph 14. Upon CFU providing notice of termination, the remaining existing owners shall have the right of first refusal to purchase the joint assets included in this Agreement with the proceeds from the sale of the assets distributed to the then parties to this Agreement based on their percentage of ownership as it appears on the date of termination as last determined under paragraph 9.

C. Termination with no remaining parties: Upon final termination of this Agreement wherein there are no remaining parties to the Agreement, all joint assets shall be liquidated and the proceeds from such liquidation shall be distributed to the then parties to this Agreement based upon their percentage of ownership as it appears on the date of termination as last determined under paragraph 9. CFU shall have the right of first refusal to retain all joint assets in its physical possession upon payment of the proceeds to the other parties in accordance with their percentage of ownership.

D. In the event that any member utility, or the assets of any member utility are sold, leased or otherwise transferred, or any member is dissolved or discontinued, the member being sold, leased, otherwise transferred, dissolved or discontinued shall forfeit its share of the net value

of any assets as last determined under paragraph 9 above. As to such member, this Agreement terminates upon the date of such member being sold, leased or otherwise transferred, dissolved or discontinued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

**MUNICIPAL COMMUNICATIONS
UTILITY OF THE CITY OF
CEDAR FALLS, IOWA**

Richard Mcalister, Board Chair

ATTEST:

MaraBeth Soneson, Board Secretary

Date

INDIANOLA MUNICIPAL UTILITIES

Lori Smith , Board Chair

ATTEST:

Monica Thompson , Board Secretary

Date

SCHEDULE A - Fee Structure and Payments

Item	Fee Structure		Estimated Fees	Year	Notes
1. IP Video Headend Capital Equipment - Includes hardware, licensing, & software					
A. IPTV	CFU	26.68%	\$973,406 estimated initial costs *	2023	Paid initially at completion of 28E Agreement. Additions are billed bi-annually.
	WU	7.17%			
	CUB	2.09%			
	IMU	9.88%			
	VMCU	3.57%			
	COP	6.96%			
	NHMU	2.36%			
	WLOO	41.29%			
B. Minerva Middleware	CFU	27.26%	\$201,219 estimated initial costs *	2023	Paid initially at completion of 28E Agreement. Additions are billed bi-annually.
	WU	7.32%			
	CUB	0.00%			
	IMU	10.09%			
	VMCU	3.64%			
	COP	7.11%			
	NHMU	2.41%			
	WLOO	42.17%			
C. Network DVR	CFU	27.26%	\$158,675 estimated initial costs *	2023	Paid initially at completion of 28E Agreement. Additions are billed bi-annually.
	WU	7.32%			
	CUB	0.00%			
	IMU	10.09%			
	VMCU	3.64%			
	COP	7.11%			
	NHMU	2.41%			
	WLOO	42.17%			
2. IP Video Headend Support expenses - Annual support, maintenance, & licensing contracts					
A. IPTV	CFU	26.68%	\$21,595 estimated annual cost *	2023	Billed bi-annually when invoices are paid for the support costs
	WU	7.17%			
	CUB	2.09%			
	IMU	9.88%			
	VMCU	3.57%			
	COP	6.96%			
	NHMU	2.36%			
	WLOO	41.29%			
B. Minerva Middleware	CFU	27.26%	\$70,594 estimated annual cost *	2023	Billed bi-annually when invoices are paid for the support costs
	WU	7.32%			
	CUB	0.00%			
	IMU	10.09%			
	VMCU	3.64%			
	COP	7.11%			
	NHMU	2.41%			
	WLOO	42.17%			
C. Network DVR	CFU	27.26%	\$113,647 estimated annual cost *	2023	Billed bi-annually when invoices are paid for the support costs
	WU	7.32%			
	CUB	0.00%			
	IMU	10.09%			
	VMCU	3.64%			
	COP	7.11%			
	NHMU	2.41%			
	WLOO	42.17%			

SCHEDULE A (continued) - Fee Structure and Payments

3. IP Video Headend Operational Labor - One headend technician and 2 1/2 network engineers					
A. IPTV	CFU	26.68%	\$34,599 estimated monthly to be billed by CFU to owners *	2024	Billed monthly for labor to operate the IPTV headend
	WU	7.17%			
	CUB	2.09%			
	IMU	9.88%			
	VMCU	3.57%			
	COP	6.96%			
	NHMU	2.36%			
WLOO	41.29%				
4. Use of existing CFU Owned Video Infrastructure - Dishes, receivers, etc.					
A. IPTV	CFU	26.68%	\$349,903 estimated initial fees *	2023	Paid initially at completion of 28E Agreement.
	WU	7.17%			
	CUB	2.09%			
	IMU	9.88%			
	VMCU	3.57%			
	COP	6.96%			
	NHMU	2.36%			
WLOO	41.29%				
5. IPTV 28E Cost Allocations and Billing					
Cost allocation and billing fee	CFU	26.68%	\$900 monthly fee to be billed by CFU to owners *	2023	Billed monthly for labor to track, allocate and bill 28E costs to owners.
	WU	7.17%			
	CUB	2.09%			
	IMU	9.88%			
	VMCU	3.57%			
	COP	6.96%			
	NHMU	2.36%			
WLOO	41.29%				
6. Ad Insertion Capital and Expense Costs					
	CFU	27.93%	\$287,430 estimated initial fees *	2023	Paid initially at completion of 28E Agreement. Additions are billed bi-annually.
	WU	7.50%			
	CUB	0.00%			
	IMU	10.34%	\$37,324 estimated annual support cost *		Billed bi-annually when invoices are paid for the support costs
	VMCU	3.73%			
	COP	7.29%			
	NHMU	0.00%			
WLOO	43.21%				

*Estimated fees and costs listed will be split between owners based on fee structure.

The fee structure is based on a properties passed allocation for owners electing those services listed in the schedule.

<u>Owners</u>		<u>Properties Passed</u>
Cedar Falls Utilities	= CFU	18,869
Waverly Utilities	= WU	5,068
Communications Utility of Bellevue	= CUB	1,477
Indianola Municipal Utilities	= IMU	6,983
Vinton Municipal Communications Utility	= VMCU	2,521
City of Pella Municipal Telecom. Utility	= COP	4,924
New Hampton Municipal Com. Utility	= NHMU	1,668
Waterloo Telecommunications Utility	= WLOO	29,193

SCHEDULE A (continued) - Fee Structure and Payments

Ongoing operation, replacement, maintenance or licensing fees which are not directly allocable to certain parties, but which are associated with the shared IP Video Headend operation, will be allocated among all parties based on each entities % of the combined properties passed.

Properties passed shall include all urban and rural properties within an electric service territory for electric utilities and/or within city limits for non-electric utilities taking into account the total potential customer base for the communications utility. Premises that include multiple dwelling units shall be counted by the number of units within the premise. City, utility, college and school properties count as 1 property each. The properties passed allocation will be calculated and adjusted for the next calendar year as described in paragraph 9 of this agreement.

There may be certain fees or licenses paid to 3rd parties that are based directly on subscriber counts. Fees/licenses based directly on subscriber counts are not included in Schedule A and will be allocated to the parties based on the subscriber counts.

CFU will invoice all owners for the intial, bi-annual and monthly fees. Initial fees for new owners will be invoiced following signing of this agreement. Operational labor and the cost allocation billing fees will start the month each new owner turns on their first video customer.

7.C

INDIANOLA MUNICIPAL UTILITIES
RESOLUTION NO. 2023-_____

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, WAVERLY COMMUNICATIONS UTILITY, THE COMMUNICATIONS UTILITY OF BELLEVUE, IOWA, INDIANOLA MUNICIPAL UTILITIES, VINTON MUNICIPAL COMMUNICATIONS UTILITY, CITY OF PELLA MUNICIPAL TELECOMMUNICATIONS UTILITY, NEW HAMPTON MUNICIPAL COMMUNICATIONS UTILITY AND WATERLOO TELECOMMUNICATIONS UTILITY REGARDING FINANCIAL ARRANGEMENTS

WHEREAS, the Board of Trustees has approved an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility providing for joint ownership and use of certain facilities and related matters; and

WHEREAS, the attached agreement is made and entered into pursuant to the amended and restated agreement of stated utilities; and

WHEREAS, the agreement sets forth financial arrangements between the stated utilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities, Iowa, that the agreement between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, the Communications Utility of Bellevue, Iowa, Indianola Municipal Utilities, Vinton Municipal Communications Utility, City of Pella Municipal Telecommunications Utility, New Hampton Municipal Communications Utility and Waterloo Telecommunications Utility is hereby approved.

APPROVED this 9th day of October 2023.

Lori Smith, Chair

ATTEST:

Monica Thompson, Board Secretary

**AGREEMENT BETWEEN THE MUNICIPAL COMMUNICATIONS
UTILITY OF THE CITY OF CEDAR FALLS, WAVERLY
COMMUNICATIONS UTILITY, THE COMMUNICATIONS UTILITY OF
BELLEVUE, IOWA, INDIANOLA MUNICIPAL UTILITIES, VINTON
MUNICIPAL COMMUNICATIONS UTILITY, CITY OF PELLA
MUNICIPAL TELECOMMUNICATIONS UTILITY, NEW HAMPTON
MUNICIPAL COMMUNICATIONS UTILITY, AND WATERLOO
TELECOMMUNICATIONS UTILITY REGARDING FINANCIAL
ARRANGEMENTS**

1. This Agreement is made and entered into pursuant to the: AMENDED AND RESTATED AGREEMENT UNDER IOWA CODE CHAPTER 28E BETWEEN WAVERLY COMMUNICATIONS UTILITY, THE MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, THE COMMUNICATIONS UTILITY OF BELLEVUE, IOWA, INDIANOLA MUNICIPAL UTILITIES, VINTON MUNICIPAL COMMUNICATIONS UTILITY, CITY OF PELLA MUNICIPAL TELECOMMUNICATIONS UTILITY, NEW HAMPTON MUNICIPAL COMMUNICATIONS UTILITY, AND WATERLOO TELECOMMUNICATIONS UTILITY PROVIDING FOR JOINT OWNERSHIP AND USE OF CERTAIN FACILITIES AND RELATED MATTERS (“28E Agreement”) and is to be interpreted and construed in accord with said agreement.

2. This Agreement is subject to and continues prior agreements of the parties, including the following:

A. All parties agree that insurance (including responsibility for deductibles) of assets and facilities are a shared expense allocated in accord with investment in assets and shall be subject to annual readjustment under paragraph 9 of the 28E Agreement. These and other expense allocations are addressed within this Agreement and specifically in Schedule A of the 28E Agreement.

B. Except as specifically modified by this Agreement or the Amended and Restated 28E Agreement mentioned in paragraph 1 the understanding set forth in this paragraph remain valid.

3. Starting October 11, 2023, Waterloo will make all payments based on the Amended and Restated 28E Agreement and specifically in Schedule A of the 28E Agreement, as well as the following one-time payments under this Agreement:

A. Waterloo will make a payment to CFU for IP Video headend equipment, Minerva and Network DVR of \$288,300.51 and a payment for existing CFU owned video infrastructure of \$144,474.99. CFU shall make the reimbursement payments identified in paragraphs 3(B) and 3(C).

B. Payments from Waterloo for IP Video headend equipment, Minerva and Network DVR will be reimbursed to existing parties as follows: \$133,738.86 to Cedar Falls, \$34,800.61 to Waverly Utilities, \$6,207.68 to Bellevue, \$50,042.17 to Indianola, \$18,445.67 to Vinton, \$33,089.86 to Pella, and \$11,975.66 to New Hampton.

C. Payments from Waterloo for existing CFU owned video infrastructure will be reimbursed to existing parties as follows: \$65,903.37 to Cedar Falls, \$16,976.84 to Waverly, \$4,843.52 to Bellevue, \$25,305.04 to Indianola, \$9,469.29 to Vinton, \$15,841.79 to Pella, and \$6,135.14 to New Hampton.

INDIANOLA MUNICIPAL UTILITIES

, Board Chair

ATTEST:

, Board Secretary

Date