



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

October 14, 2024

5:30 PM

IMU Boardroom

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 Action Items**
 - A. Resolution Approving Contract for Downtown Underground Conversion Project, West Alley Premise Wiring Modification
 - B. Resolution Authorizing the Electric Department Wooden Privacy Fence Replacement Project
- 6. Electric Utility Informational Items**
- 7. Water Utility Informational Items**
- 8. Communications Utility Action Items**
 - A. Public Hearing for the Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project
 1. Resolution approving the plans, specifications, form of contract and estimate of cost for the Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project
 2. Resolution Awarding and Approving Contract and Bond to TelCom Construction, LLC for Fiber 2024-2025-NOFA7-PHASE3-RSNO14 Project
- 9. Communications Utility Informational Items**
- 10. Combined Electric, Water and Communications Informational Items**
- 11. Other Business**
- 12. Adjourn**

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: October 14, 2024
Subject: Approval of Claims

Recommendation:

Attachments: 1. 101524 AP Check Preview

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, October 10, 2024
9:49:42 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
Account To Be Paid From 0000-10120-999											
ACCO UNLIMITED CORP. - VEND-2810 - Check											
9/11/2024	ACCO Liquid Chlorinating Solution	Open Terms	2,130.40	0.00	0.00	2,130.40	2,130.40	0246585-IN	BL-14410	Check	
9/28/2024	ACCO Liquid Chlorinating Solution	Open Terms	2,666.40	0.00	0.00	2,666.40	2,666.40	0247012-IN	BL-14437	Check	
							4,796.80	4,796.80			
AGRILAND FS INC - VEND-48228 - EFT File											
10/2/2024	LP Bottle Fill	Open Terms	30.75	0.00	0.00	30.75	30.75	91051793	BL-14553	EFT File	
							30.75	30.75			
A-Tec Recycling - VEND-1360 - EFT File											
10/17/2024	Recycle Electronics	Net 30	730.25	0.00	15.00	730.25	730.25	240913-58314	BL-14386	EFT File	
							730.25	730.25			
AUTOMATIC SYSTEMS CO. - VEND-51495 - EFT File											
9/17/2024	High Service Pump #3 VFD Replacement	Open Terms	43,108.00	0.00	0.00	43,108.00	43,108.00	042182	BL-14411	EFT File	
							43,108.00	43,108.00			
Avesis Third Party Administrators Inc - VEND-1108 - EFT File											
10/31/2024	1024 Vision	Net 30	464.72	0.00	15.00	464.72	464.72	3131130	BL-14517	EFT File	
							464.72	464.72			
BARTON SOLVENTS INC. - VEND-5290 - Check											
4/11/2024	Transformer Oil for Substations	Open Terms	2,657.10	0.00	0.00	2,657.10	2,657.10	620097	BL-14412	Check	
							2,657.10	2,657.10			
Border States Industries Inc - VEND-1070 - EFT File											
10/17/2024	Elbow Seal Kit	Net 30	223.80	0.00	15.00	223.80	223.80	929067743	BL-14414	EFT File	
10/20/2024	Cable Seal Kits, Prep Kits, HV Caps, Transforn	Net 30	2,229.29	0.00	15.00	2,229.29	2,229.29	929095414	BL-14518	EFT File	
10/24/2024	Transformer Secondary Connectors	Net 30	151.77	0.00	15.00	151.77	151.77	929111763	BL-14519	EFT File	
10/26/2024	Cable Prep Kits	Net 30	640.93	0.00	15.00	640.93	640.93	929127166	BL-14413	EFT File	
10/27/2024	Fiberglass Patch	Net 30	261.55	0.00	15.00	261.55	261.55	929134170	BL-14521	EFT File	
10/27/2024	Fiberglass Patches	Net 30	261.55	0.00	15.00	261.55	261.55	929134174	BL-14522	EFT File	
10/31/2024	Cable Cutters	Net 30	235.21	0.00	15.00	235.21	235.21	929155053	BL-14520	EFT File	
							4,004.10	4,004.10			
BRAND, JUSTIN - VEND-100310 - EFT File											

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
	10/2/2024	1024 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 24	BL-14425	EFT File
							75.00	75.00			
Brenan Baker - VEND-1411 - EFT File											
	10/31/2024	1024 Mobile Device Allowance	Net 30	25.00	0.00	15.00	25.00	25.00	Oct 24	BL-14419	EFT File
							25.00	25.00			
Calix Inc - VEND-1028 - EFT File											
	10/1/2024	Edge Program, Operations Cloud Credit and J	Net 30	672.69	0.00	15.00	672.69	672.69	7021842, 7801260, 7025801	BL-14558	EFT File
	10/1/2024	Calix Operations Cloud Aug24	Net 30	711.55	0.00	15.00	711.55	711.55	7025882	BL-14559	EFT File
	10/1/2024	Calix Operations Cloud May24	Net 30	711.55	0.00	15.00	711.55	711.55	7025721	BL-14560	EFT File
	10/1/2024	Calix Operations Cloud Jun24	Net 30	711.55	0.00	15.00	711.55	711.55	7025726	BL-14561	EFT File
	10/1/2024	Essential Support - Sep24 - Sep25	Net 30	14,150.75	0.00	15.00	14,150.75	14,150.75	3004245	BL-14562	EFT File
	10/24/2024	XGS-Pon	Net 30	70,117.63	0.00	15.00	70,117.63	70,117.63	366023	BL-14563	EFT File
	10/25/2024	Extended Warranty Upfront - Sep	Net 30	294.04	0.00	15.00	294.04	294.04	4048178	BL-14564	EFT File
	10/25/2024	Extended Warranty Upfront - Sep	Net 30	588.07	0.00	15.00	588.07	588.07	4048179	BL-14565	EFT File
							87,957.83	87,957.83			
Casual Rags - VEND-1006 - EFT File											
	10/30/2024	Uniform Shirts	Net 30	96.30	0.00	15.00	96.30	96.30	240358	BL-14438	EFT File
							96.30	96.30			
Cedar Falls Utilities - VEND-1045 - Check											
	10/5/2024	0924 Transit & Transport	Net 30	9,275.00	0.00	15.00	9,275.00	9,275.00	Sep24	BL-14427	Check
	10/31/2024	0924 Labor & Rack Space 28E Agreement (IP	Net 30	5,302.98	0.00	15.00	5,302.98	5,302.98	93719	BL-14426	Check
							14,577.98	14,577.98			
Cintas Corporation - VEND-1007 - EFT File											
	10/19/2024	First Aid Supplies - Util Svcs	Net 30	55.88	0.00	15.00	55.88	55.88	5230720903	BL-14429	EFT File
	10/31/2024	First Aid Supplies - Fiber	Net 30	203.72	0.00	15.00	203.72	203.72	5232546302	BL-14428	EFT File
	11/3/2024	First Aid Supplies - EL	Net 30	109.25	0.00	15.00	109.25	109.25	8407061290	BL-14523	EFT File
							368.85	368.85			
City Of Indianola - VEND-1008 - BL-14430											
	10/31/2024	1024 Professional Services	Net 30	9,407.91	0.00	15.00	9,407.91	9,407.91	3390	BL-14430	EFT File
							9,407.91	9,407.91			

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
Consortia Consulting - VEND-1009 - EFT File											
	10/25/2024	0824 Consulting	Net 30	1,125.00	0.00	15.00	1,125.00	1,125.00	26509	BL-14431	EFT File
							1,125.00	1,125.00			
CORE & MAIN - VEND-102636 - Check											
	9/17/2024	Hach Total Chlorine Reagent Set	Open Terms	477.04	0.00	0.00	477.04	477.04	INV0010072	BL-14434	Check
	9/18/2024	4x20 repair clamp	Open Terms	295.00	0.00	0.00	295.00	295.00	V645998	BL-14433	Check
	10/1/2024	Lab Supplies	Open Terms	157.28	0.00	0.00	157.28	157.28	INV0010409	BL-14432	Check
							929.32	929.32			
David Gavin - VEND-1141 - BL-14405											
	10/3/2024	Credit Refund	Net 30	673.04	0.00	0.00	673.04	673.04	00035858-9	BL-14405	Check
							673.04	673.04			
DES MOINES STEEL FENCE CO - VEND-10860 - Check											
	10/1/2024	Fence Post Repairs	Open Terms	1,270.00	0.00	0.00	1,270.00	1,270.00	63719	BL-14524	Check
							1,270.00	1,270.00			
DES PLANQUES, CHRIS - VEND-101766 - EFT File											
	10/2/2024	1024 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 24	BL-14423	EFT File
							75.00	75.00			
Doosan Turbomachinery Services Inc - VEND-1434 - EFT File											
	10/19/2024	Turbine 8 Replacement Water Injectors	Net 30	3,000.00	0.00	15.00	3,000.00	3,000.00	16874	BL-14435	EFT File
							3,000.00	3,000.00			
Doug Pagel - VEND-1283 - EFT File											
	10/31/2024	1024 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 24	BL-14424	EFT File
							75.00	75.00			
Doug Shull - VEND-1105 - Check											
	10/31/2024	1024 Treasurer Contract	Net 30	83.34	0.00	15.00	83.34	83.34	Oct24	BL-14436	Check
							83.34	83.34			
Dust Pros Janitorial - VEND-1011 - EFT File											
	10/15/2024	Cleaning Supplies - Util Svcs	Net 30	23.54	0.00	15.00	23.54	23.54	3137	BL-14439	EFT File
	10/15/2024	0924 Cleaning - EL	Net 30	856.00	0.00	15.00	856.00	856.00	3133	BL-14440	EFT File
							879.54	879.54			

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
Dylan Michelsen - VEND-1180 - EFT File											
	10/31/2024	1024 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 24	BL-14418	EFT File
							75.00	75.00			
Elisha Brown - VEND-1209 - EFT File											
	10/31/2024	1024 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 24	BL-14422	EFT File
							75.00	75.00			
Gerald Ancell - VEND-1141 - BL-14404											
	10/2/2024	Credit Refund	Net 30	152.52	0.00	0.00	152.52	152.52	00024390-1	BL-14404	Check
							152.52	152.52			
Gradient9 - VEND-1392 - EFT File											
	10/23/2024	0924 Monthly Newsletter/Website	Net 30	2,310.00	0.00	15.00	2,310.00	2,310.00	INV-5090	BL-14442	EFT File
							2,310.00	2,310.00			
HPI, LLC - VEND-1409 - EFT File											
	9/18/2024	Turbine 8	Net 30	55,090.43	0.00	15.00	55,090.43	55,090.43	24-7031-16	BL-14443	EFT File
							55,090.43	55,090.43			
ImOn Communications LLC - VEND-1072 - Check											
	10/30/2024	0924 Regulatory & Billing	Net 30	7,636.44	0.00	15.00	7,636.44	7,636.44	INV0033914	BL-14444	Check
							7,636.44	7,636.44			
IMU - VEND-8629 - Check											
	10/2/2024	Utilities - Fiber	Open Terms	1,821.90	0.00	0.00	1,821.90	1,821.90	10410577	BL-14455	Check
	10/2/2024	Utilities - WA	Open Terms	17,403.38	0.00	0.00	17,403.38	17,403.38	10408902	BL-14525	Check
	10/2/2024	Utilities - Util Svcs	Open Terms	308.14	0.00	0.00	308.14	308.14	10410230	BL-14526	Check
	10/2/2024	Utilities - EL	Open Terms	1,488.69	0.00	0.00	1,488.69	1,488.69	10413569	BL-14527	Check
							21,022.11	21,022.11			
IMWCA - VEND-1130 - Check											
	10/31/2024	Premiums - Installment 4	Net 30	2,078.00	0.00	15.00	2,078.00	2,078.00	INV91691	BL-14456	Check
							2,078.00	2,078.00			
Independent Advocate - VEND-1136 - EFT File											
	10/4/2024	BOT Meeting/Publication Report 8.26.24	Net 30	405.98	0.00	15.00	405.98	405.98	5507	BL-14446	EFT File
	10/26/2024	Print & Digital Ad - Sep24	Net 30	500.00	0.00	15.00	500.00	500.00	5573	BL-14447	EFT File

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
	11/1/2024	BOT Meeting/Publication Report 9.23.24	Net 30	442.93	0.00	15.00	442.93	442.93	5588	BL-14445	EFT File
							1,348.91	1,348.91			
Infomax Office Systems Inc - VEND-1013 - Check											
	10/12/2024	0924 Copier Contract	Net 30	793.87	0.00	15.00	793.87	793.87	37436931	BL-14448	Check
							793.87	793.87			
Innovative Systems - VEND-1048 - EFT File											
	10/31/2024	Oct24 Elation Maint Fee	Net 30	12,761.71	0.00	15.00	12,761.71	12,761.71	INV-20684	BL-14450	EFT File
	11/2/2024	1024 Utility Billing Printing & Postage	Net 30	7,433.66	0.00	15.00	7,433.66	7,433.66	INV-20794	BL-14449	EFT File
							20,195.37	20,195.37			
Internal Revenue Service - VEND-1307 - Online Payments											
	10/27/2024	941 Income Tax Payable - 092724 Payroll	Net 30	30,936.12	0.00	15.00	30,936.12	30,936.12	092724 Payroll	BL-14459	Online Payments
							30,936.12	30,936.12			
Iowa Department Of Human Services - VEND-1310 - Online Payments											
	10/27/2024	Garnishment Payable - 092724 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	092724 Payroll	BL-14451	Online Payments
							723.23	723.23			
Iowa Department Of Revenue - VEND-1117 - Online Payments											
	10/27/2024	IA Income Tax Payable - 092724 Payroll	Net 30	4,859.37	0.00	15.00	4,859.37	4,859.37	092724 Payroll	BL-14452	Online Payments
	10/30/2024	Sep24 Use Tax	Net 30	54.59	0.00	15.00	54.59	54.59	Sep24	BL-14453	Online Payments
	10/31/2024	Sales Tax Billed 100124	Net 30	54,019.20	0.00	15.00	54,019.20	54,019.20	Sales Tax 10.1.24	BL-14454	Online Payments
							58,933.16	58,933.16			
Iowa One Call - VEND-1015 - EFT File											
	10/18/2024	0824 Locates - WA	Net 30	260.10	0.00	15.00	260.10	260.10	265327	BL-14457	EFT File
	10/18/2024	0824 Locates - Fiber	Net 30	275.40	0.00	15.00	275.40	275.40	265326	BL-14458	EFT File
							535.50	535.50			
IPERS - VEND-1309 - Online Payments											
	10/30/2024	0924 IPERS Payable	Net 30	41,165.94	0.00	15.00	41,165.94	41,165.94	Sep24	BL-14460	Online Payments
							41,165.94	41,165.94			
Irby - VEND-1259 - EFT File											
	10/13/2024	Transformer Secondary Connectors	Net 30	478.29	0.00	15.00	478.29	478.29	S014058477.001	BL-14529	EFT File
	10/20/2024	Red Marking Paint	Net 30	269.64	0.00	15.00	269.64	269.64	S014064658.001	BL-14528	EFT File

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
							747.93	747.93			
Jakob Simmons and Briana Gudino - VEND-1141 - BL-14409											
10/3/2024	Credit Refund	Net 30	22.28	0.00	0.00	22.28	22.28	00034424-3	BL-14409	Check	
							22.28	22.28			
JV TRUCKING LLC - VEND-102429 - Check											
10/1/2024	Rock Stock Pile	Open Terms	1,743.60	0.00	0.00	1,743.60	1,743.60	7151	BL-14461	Check	
							1,743.60	1,743.60			
KELLER'S GARAGE - VEND-102525 - Check											
9/27/2024	Oil Change - 2023 Ford F150 1/2 Ton	Open Terms	107.23	0.00	0.00	107.23	107.23	5583	BL-14462	Check	
							107.23	107.23			
Kimball Construction - VEND-1146 - Check											
10/4/2024	Excavation Fiber Conduit - Hillcrest Ave	Net 30	400.00	0.00	15.00	400.00	400.00	090424	BL-14463	Check	
							400.00	400.00			
KNIA/KRLS - VEND-1090 - EFT File											
10/29/2024	0924 Sports Stream Spot	Net 30	75.90	0.00	15.00	75.90	75.90	24090571	BL-14464	EFT File	
10/29/2024	0924 :30 Spot Hometown Values	Net 30	864.00	0.00	15.00	864.00	864.00	24090570	BL-14465	EFT File	
							939.90	939.90			
Kurt Gocken - VEND-1023 - EFT File											
10/31/2024	1024 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 24	BL-14415	EFT File	
							75.00	75.00			
Kurt Ripperger - VEND-1025 - EFT File											
10/31/2024	1024 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 24	BL-14416	EFT File	
							75.00	75.00			
Lilliann J Kingkade - VEND-1141 - BL-14407											
10/3/2024	Credit Refund	Net 30	44.02	0.00	0.00	44.02	44.02	00047223-7	BL-14407	Check	
							44.02	44.02			
Logic Networks LLC - VEND-1430 - EFT File											
10/1/2024	ONT	Net 30	9,075.00	0.00	15.00	9,075.00	9,075.00	7184	BL-14466	EFT File	
							9,075.00	9,075.00			
Lois Hoch - VEND-1141 - BL-14408											

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	10/3/2024	Credit Refund	Net 30	37.71	0.00	0.00	37.71	37.71	00051832-3	BL-14408	Check
							37.71	37.71			
LONGER, CHRIS - VEND-34025 - EFT File											
	10/2/2024	1024 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 24	BL-14420	EFT File
							75.00	75.00			
METCALF, MIKE - VEND-34230 - EFT File											
	10/2/2024	1024 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Oct 24	BL-14421	EFT File
							75.00	75.00			
Mid American Energy Co - VEND-1018 - EFT File											
	10/17/2024	Gas - 111 S Buxton St	Net 30	62.16	0.00	15.00	62.16	62.16	557869029	BL-14469	EFT File
	10/18/2024	Gas - 1300 E Iowa Ave Bldg A	Net 30	35.19	0.00	15.00	35.19	35.19	557914182	BL-14467	EFT File
	10/18/2024	Gas - 1300 E Iowa Ave Bldg B	Net 30	14.54	0.00	15.00	14.54	14.54	557904461	BL-14468	EFT File
	10/18/2024	Gas - 210 W 2nd Ave	Net 30	14.54	0.00	15.00	14.54	14.54	557949037	BL-14470	EFT File
	10/18/2024	Gas - 110 S B St	Net 30	17.28	0.00	15.00	17.28	17.28	557930418	BL-14471	EFT File
	10/18/2024	Gas - 909 E Hillcrest Ave, Generator	Net 30	15.63	0.00	15.00	15.63	15.63	557926347	BL-14472	EFT File
							159.34	159.34			
Midwest Alarm Services - VEND-1116 - EFT File											
	10/20/2024	Fire System Repair	Net 30	667.68	0.00	15.00	667.68	667.68	469383	BL-14530	EFT File
							667.68	667.68			
Mission Square - VEND-1303 - Online Payments											
	10/27/2024	457 Payable - 092724 Payroll	Net 30	6,602.31	0.00	15.00	6,602.31	6,602.31	092724	BL-14473	Online Payments
							6,602.31	6,602.31			
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805 - EFT File											
	10/30/2024	Purchased Power - Sep24	Net 30	839,198.53	0.00	15.00	839,198.53	839,198.53	306650	BL-14552	EFT File
							839,198.53	839,198.53			
MUNICIPAL SUPPLY INC - VEND-35810 - Check											
	10/1/2024	Meter Couplings	Open Terms	1,750.00	0.00	0.00	1,750.00	1,750.00	0921915-IN	BL-14474	Check
							1,750.00	1,750.00			
Mutual Of Omaha - VEND-1107 - Check											
	10/31/2024	1024 Premiums	Net 30	6,448.43	0.00	15.00	6,448.43	6,448.43	1758903721	BL-14531	Check

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							6,448.43	6,448.43			
National Cable Television Cooperative, Inc. - VEND-1095 - EFT File											
10/18/2024	MOCA ADAPTER	Net 30	1,846.80	0.00	15.00	1,846.80	1,846.80	SI87481	BL-14476	EFT File	
10/26/2024	0924 Cable Programming	Net 30	59,413.34	0.00	15.00	59,413.34	59,413.34	24090551	BL-14475	EFT File	
							61,260.14	61,260.14			
Norwalk Ready Mix Concrete, Inc. - VEND-1119 - Check											
10/16/2024	Square Project - Concrete Pour Back	Net 30	379.13	0.00	15.00	379.13	379.13	355396	BL-14477	Check	
10/18/2024	Square Project - Concrete Pour Back	Net 30	985.73	0.00	15.00	985.73	985.73	355604	BL-14478	Check	
							1,364.86	1,364.86			
Nyhart - VEND-1198 - Check											
10/27/2024	GASB 75 OPEB Report FYE 06-30-24	Net 30	3,100.00	0.00	15.00	3,100.00	3,100.00	153319HW_2024 09	BL-14479	Check	
							3,100.00	3,100.00			
PEOPLES BANK - VEND-100272 - Check											
10/8/2024	2015 Electric Note, Interest Loan #6462	Open Terms	2,168.17	0.00	0.00	2,168.17	2,168.17	Loan No. 6462	BL-14480	Check	
							2,168.17	2,168.17			
Power & Tel - VEND-1037 - EFT File											
10/27/2024	Closure 6Port	Net 30	419.49	0.00	15.00	419.49	419.49	7935636-02	BL-14554	EFT File	
							419.49	419.49			
Quality Pest Control - VEND-1087 - Check											
11/3/2024	Pest Control - Fiber	Net 30	26.75	0.00	15.00	26.75	26.75	73518	BL-14481	Check	
11/3/2024	Pest Control - Util Svcs	Net 30	35.00	0.00	15.00	35.00	35.00	73523	BL-14482	Check	
11/3/2024	Pest Control - EL	Net 30	21.40	0.00	15.00	21.40	21.40	73519	BL-14532	Check	
							83.15	83.15			
Skye McBroom - VEND-1026 - EFT File											
10/31/2024	1024 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Oct 24	BL-14417	EFT File	
							75.00	75.00			
STATE HYGIENIC LABORATORY - VEND-23245 - EFT File											
10/1/2024	Testing	Open Terms	217.50	0.00	0.00	217.50	217.50	287476	BL-14533	EFT File	
							217.50	217.50			
STERNQUIST CONST. INC. - VEND-50360 - Check											

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, October 10, 2024
9:49:42 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
	9/20/2024	Summercrest Extension Project	Open Terms	288.56	0.00	0.00	288.56	288.56	3479	BL-14485	Check
	9/26/2024	Square Project - Crushed Concrete Fill	Open Terms	90.33	0.00	0.00	90.33	90.33	3487	BL-14483	Check
	9/26/2024	Maint Repair	Open Terms	79.22	0.00	0.00	79.22	79.22	3490	BL-14484	Check
	10/8/2024	Square Project - Crushed Concrete	Open Terms	89.61	0.00	0.00	89.61	89.61	3523	BL-14535	Check
	10/9/2024	Square Project - Crushed Concrete	Open Terms	89.79	0.00	0.00	89.79	89.79	3524	BL-14534	Check
							637.51	637.51			
T & R SERVICE COMPANY - VEND-52009 - Check											
	9/14/2024	Transformer Disposal	Open Terms	3,149.00	0.00	0.00	3,149.00	3,149.00	82591	BL-14536	Check
							3,149.00	3,149.00			
Teklink - VEND-1262 - EFT File											
	10/18/2024	Bore & Drop	Net 30	4,000.00	0.00	15.00	4,000.00	4,000.00	WE 9/8/24	BL-14495	EFT File
	10/25/2024	Bore & Drop	Net 30	6,395.00	0.00	15.00	6,395.00	6,395.00	WE 9/22/24	BL-14496	EFT File
							10,395.00	10,395.00			
Terry-Durin Co - VEND-1038 - EFT File											
	10/16/2024	Pulling Tape and Pulling Lube	Net 30	632.37	0.00	15.00	632.37	632.37	170171-00	BL-14497	EFT File
	10/17/2024	1/2" INNER DUCT	Net 30	2,942.50	0.00	15.00	2,942.50	2,942.50	169114-00	BL-14498	EFT File
	10/30/2024	LED Street Lights	Net 30	26,215.00	0.00	15.00	26,215.00	26,215.00	168693-00	BL-14538	EFT File
	10/30/2024	2" and 3" Morris Clamps	Net 30	1,617.84	0.00	15.00	1,617.84	1,617.84	170536-00	BL-14539	EFT File
	10/30/2024	1/0 & 4/0 Primary Wire	Net 30	23,099.83	0.00	15.00	23,099.83	23,099.83	170175-00	BL-14540	EFT File
	10/30/2024	Wire, Handholes, Ground Rods, Ground Clam	Net 30	15,901.70	0.00	15.00	15,901.70	15,901.70	169774-00	BL-14550	EFT File
							70,409.24	70,409.24			
Tifco Industries - VEND-1296 - EFT File											
	10/19/2024	Hardware - Shop Bin	Net 30	103.53	0.00	15.00	103.53	103.53	72017946	BL-14541	EFT File
							103.53	103.53			
TRINITY CONSULTANTS INC - VEND-102443 - Check											
	9/26/2024	Turbine 8 - Title V Reporting	Open Terms	1,134.44	0.00	0.00	1,134.44	1,134.44	1461053	BL-14542	Check
							1,134.44	1,134.44			
Tristan Cormeny - VEND-1141 - BL-14406											
	10/3/2024	Credit Refund	Net 30	57.50	0.00	0.00	57.50	57.50	00049434-6	BL-14406	Check
							57.50	57.50			
TRM DISPOSAL LLC - VEND-101016 - EFT File											

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
	9/25/2024	1024 Trash	Open Terms	49.00	0.00	0.00	49.00	49.00	33138	BL-14500	EFT File
							49.00	49.00			
TRUCK EQUIPMENT INC - VEND-53754 - EFT File											
	10/3/2024	Tool boxes and accessories	Open Terms	8,660.58	0.00	0.00	8,660.58	8,660.58	88318	BL-14555	EFT File
							8,660.58	8,660.58			
ULINE - VEND-1251 - Check											
	10/23/2024	Supplies	Net 30	544.00	0.00	15.00	544.00	544.00	183406305	BL-14556	Check
							544.00	544.00			
Unite Private Networks - VEND-1054 - EFT File											
	10/31/2024	Dark Fiber	Net 30	3,706.00	0.00	15.00	3,706.00	3,706.00	SI-24-035277	BL-14499	EFT File
							3,706.00	3,706.00			
VAN WERT INC - VEND-101069 - EFT File											
	9/26/2024	4 - 1.5" meters and 4 - 2" meters	Open Terms	11,228.96	0.00	0.00	11,228.96	11,228.96	81920	BL-14503	EFT File
							11,228.96	11,228.96			
VANDERPOOL CONSTRUCTION - VEND-57230 - Check											
	9/20/2024	Pipe Repair Material	Open Terms	42.80	0.00	0.00	42.80	42.80	12275	BL-14501	Check
							42.80	42.80			
Vanderpool Plumbing & Heating - VEND-1066 - EFT File											
	10/6/2024	AC Unit Repair Substations	Net 30	360.59	0.00	15.00	360.59	360.59	7208	BL-14502	EFT File
	10/26/2024	Repairs	Net 30	540.24	0.00	15.00	540.24	540.24	7229	BL-14557	EFT File
							900.83	900.83			
VEENSTRA & KIMM - VEND-57600 - Check											
	9/21/2024	Engineering svcs for SE Streetscape Water M	Open Terms	848.00	0.00	0.00	848.00	848.00	285110-3	BL-14504	Check
							848.00	848.00			
VERMEER SALES & SERVICE - VEND-57608 - Check											
	10/8/2024	Square Project-Directional Drill Materials	Open Terms	6,026.63	0.00	0.00	6,026.63	6,026.63	P0551801	BL-14543	Check
							6,026.63	6,026.63			
VISION METERING LLC - VEND-103244 - Check											
	9/24/2024	Electric Meters 9S	Open Terms	1,075.00	0.00	0.00	1,075.00	1,075.00	228552	BL-14544	Check

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
							1,075.00	1,075.00			
Warren County Engineer - VEND-1102 - Check											
10/20/2024	ROW Permit	Net 30	50.00	0.00	15.00	50.00	50.00	092020204A	BL-14505	Check	
							50.00	50.00			
Waste Management - VEND-1086 - Check											
11/2/2024	2 yd Dumpster Service- WA Oct24	Net 30	127.89	0.00	15.00	127.89	127.89	7128567-0516-5	BL-14545	Check	
							127.89	127.89			
WESCO - VEND-60220 - EFT File											
9/18/2024	FIBER LOCATE FLAGS	Open Terms	777.46	0.00	0.00	777.46	777.46	205344	BL-14510	EFT File	
9/19/2024	Ground Connectors, Photo Controls	Open Terms	956.58	0.00	0.00	956.58	956.58	206229	BL-14508	EFT File	
9/20/2024	Fish Tape	Open Terms	93.50	0.00	0.00	93.50	93.50	208656	BL-14512	EFT File	
9/26/2024	4/0 Quad URD	Open Terms	3,398.32	0.00	0.00	3,398.32	3,398.32	213542	BL-14506	EFT File	
10/2/2024	Hard Hat Lights	Open Terms	73.40	0.00	0.00	73.40	73.40	222128	BL-14546	EFT File	
10/2/2024	Bucket Harnesses	Open Terms	1,329.24	0.00	0.00	1,329.24	1,329.24	221948	BL-14547	EFT File	
10/2/2024	Flood Seal Connectors	Open Terms	1,016.50	0.00	0.00	1,016.50	1,016.50	221947	BL-14548	EFT File	
							7,645.00	7,645.00			
Wiegert Disposal Inc - VEND-1081 - EFT File											
10/29/2024	0924 2-4yd Dumpster-Trash Pickup	Net 30	110.00	0.00	15.00	110.00	110.00	7349	BL-14513	EFT File	
							110.00	110.00			
Wisconsin Independent Network, LLC - VEND-1067 - EFT File											
10/31/2024	20 Gb Ethernet Circuit	Net 30	7,383.00	0.00	15.00	7,383.00	7,383.00	WIN028160	BL-14515	EFT File	
							7,383.00	7,383.00			

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Date Range: All Dates

Indianola Municipal Utilities

Thursday, October 10, 2024
9:49:42 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number	Payment Type
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Total Payment Count:	88	Totals:	\$1,490,698.61	\$1,490,698.61
Total Check Count:	35	Check Totals:	\$87,632.74	\$87,632.74
Total EFT File Count:	48	EFT File Totals:	\$1,264,705.11	\$1,264,705.11
Total Online Payments Count:	5	Online Payments Totals:	\$138,360.76	\$138,360.76
Total Bank Draft Count:	0	Bank Draft Totals:	\$0.00	\$0.00
Total No Check Count:	0	No Check Totals:	\$0.00	\$0.00

MEMORANDUM

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

From:

Date: October 14, 2024

Subject: Approval of Minutes of the prior meetings

Recommendation:

Attachments: 1. 9.23.24 Minutes

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

September 23, 2024 Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 on September 23, 2024 in the IMU Conference Room. Board Chairperson Deb White called the meeting to order and on roll call the following members were present: Dom Selgrade, Lori Smith, Mike Rozga, Deb White and Adam Voigts: There was no public comment. Smith moved to approve the Consent Agenda and Selgrade seconded it. Doug Shull presented the July Financial Report and board members discussed details with staff. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga and Voigts. NAYS: None. Whereas the motion carried unanimously.

Consent Agenda was as follows:

Resolution 2024-060 Pay App #1 for Classification & Compensation & Benefits Study

Approval of Claims

Approval of Minutes of the prior meetings

Approval of July Financial Report

Approval of Resolution 2024-061 Payment Application 10 to Petrotech Inc. for the Turbine 8 Control Replacement Project.

Electric Utility Action Items

Rozga moved to enter Public Hearing regarding the Downtown Underground Conversion Project, West Alley Premise Wiring Modification and Voigts seconded it. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga and Voigts. NAYS: None. Whereas the Chair declared the motion carried unanimously. There was no comment. Rozga moved to exit Public Hearing and Selgrade seconded it. On Roll Call, the Vote was AYES: Selgrade, White, Smith, Rozga and Voigts. NAYS: None, Whereas the Chair declared the motion carried unanimously. Smith moved to approve Resolution 2024-062

Approving the Plans, Specifications, Form of Contract and Estimate of Cost for the Downtown Underground Conversion Project, West Alley Premise Wiring Modification and Selgrade seconded it. Whereas the Chair declared the motion carried unanimously. Rozga moved to consider Resolution 2024-063 Awarding Contract to Miller Electric for Downtown Underground Conversion Project, West Alley Premise Wiring Modification and Selgrade seconded it. On roll call, the vote was AYES: Smith, Rozga, White, Voigts and Selgrade. NAYS: None. Whereas the Chair declared the motion carried unanimously. Selgrade moved to consider Resolution 2024-064 Setting a public hearing and bid letting for the 69kV Line Relay Replacement Project and Smith seconded it. On roll call, the vote was AYES: Smith, White, Selgrade, Voigts and Rozga NAYS: None. Whereas the Chair declared the motion carried unanimously.

Electric Utility Informational Items

Electric Superintendent Mike Metcalf reported they are waiting for some parts for Turbine 8. A meeting regarding Turbine 8 emissions testing will be held later this week. Downtown square work continues with the crew moving from the SW to the NW area.

Water Utility Informational Items

Water Superintendent Justin Brand stated that they continue to work with contractors and reports that they were down to two high service pumps but the third one is back up and running. They are currently still working on main break restoration and concrete work and continue to have main breaks from time to time. A leaky hydrant will be fixed on Thursday. The back-up generator that they have ordered is getting finalized and is about 40 weeks out due to being built to IMU's specs. A public hearing will be set up for bids on the next meeting for contractors to install. Board

members discussed customer notifications and warnings about water outages due to main breaks and Justin mentioned putting reminders and after-care instructions in the flyer and on IMU's website periodically since main breaks are unpredictable.

Communications Utility Action Items

Rozga moved to approve the IMU Network Management Policy and Smith seconded it. On roll call, the vote was AYES: Smith, Voigts, Rozga, White and Selgrade. NAYS: None. Whereas the Chair declared the motion carried unanimously. Fiber Superintendent Kurt Ripperger advised that this is the FCC Broadband label mandate and is similar to what we already have but more formal.

Communications Utility Informational Items

Fiber Superintendent Kurt Ripperger shared that bids are due 9/24 for the Fiber 2024-2025 -NOFA7-Phase 3 -RSNo14 Project at 1PM. Results will be provided at the first meeting in October. He has received several already and expects a couple more. Broadbands labels are almost complete, and they are going through final checks. IMU is still waiting on the IA-B Program to be approved and mentioned that a delay was expected in approval from the Federal Govt. Tearing down the Engineer's office is underway and new walls are expected to be going up Oct 21. Installs, locates and site surveys are keeping them busy.

Combined Electric, Water and Communications Action Items

Rozga moved to consider Approval of Updated IMU Privacy Policy and Selgrade seconded it. On roll call, the vote was AYES: Smith, White, Selgrade, Rozga and Voigts. NAYS: None. Whereas the Chair declared the motion carried unanimously. Voigts moved to consider Approval of Utility accounts to be

written off and to use any customary collection method, including submission to the State Offset Program, and to charge any applicable collection fees. On roll call, the vote was AYES: Selgrade, White, Voigts, Rozga and Smith. NAYS: None. Whereas the Chair declared the motion carried unanimously.

Combined Electric, Water and Communications Informational Items

General Manager Chris DesPlanques stated that Insurance is still discussing the Turbine 8. The property purchase that was spoken about last meeting is still underway. Mike and Chris met with the owner and their reps to discuss specifics. Chris met with Aaron Young from the City about and Indy Unplugged podcast that discussed IMU. The solar project is also gaining popularity. IMU will be participating in Simpson's Career Day in early October. CIP work has begun for next year's budget. Doug Pagel put a lot of hours into moving everyone to Microsoft Project. Groundbreaking ceremony for the Solar project is Wednesday, September 25, 2024 September 25 at 10am. All are welcome.

Other Business

Smith moved to Enter into closed session and Rozga seconded it. On roll call, the vote was AYES: Smith, Rozga, Selgrade, Voigts and White. NAYS: None. Whereas the Chair declared the motion carried unanimously. Smith moved to exit closed session and Rozga seconded it. On roll call, the vote was AYES: Rozga, Voigts, Smith White and Selgrade. NAYS: None. Whereas the Chair declared the motion carried unanimously. Rozga moved to Adjourn at 6:22PM Smith seconded it. Question was called for and on voice vote, the motion carried unanimously.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: October 14, 2024
Subject: August Financial Report

Recommendation: August Financial Report; Presented by Doug Shull

Attachments: 1. 0824 Financial Report

Water Utility Financial Summary
August 31, 2024

600 WATER OPERATING FUND

	FY24		
	Budget	YTD Actual	% of Budget
Water Service Sales	3,165,800	463,359	14.64%
Other Water Revenue	566,800	62,222	10.98%
Total Revenue:	3,732,600	525,581	
Water O&M Expense	2,234,273	376,592	16.86%
Water O&M Transfers Out	1,190,000	198,333	16.67%
YTD Depreciation		101,723	
Total Expense, Transfers & Depreciation:	3,424,273	676,648	
Beginning Net Position		14,444,384	
Net Surplus (Deficit)		(151,067)	
Ending Net Position		14,293,317	

700 WATER CAPITAL FUND

From Water Operations	1,190,000	198,333	16.67%
Total Transfers In:	1,190,000	198,333	
Water Capital Expense	1,205,000	60,957	5.06%
Total Expense:	1,205,000	60,957	
Beginning Net Position		2,965,943	
Net Surplus (Deficit)		137,376	
Ending Net Position		3,103,319	

780 WATER IMPROVE FUND

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

WATER CASH ON HAND
(110 days or greater)

O&M	\$ 550,072
Capital	\$ 3,238,555
Debt Service	\$ 75,000
327 days	\$ 3,863,626

FY25		
Budget	YTD Actual	% of Budget
3,473,300	586,806	17%
590,300	107,974	18%
4,063,600	694,780	
2,363,113	412,016	17%
1,950,600	325,100	17%
	107,562	
4,313,713	844,679	
	14,122,596	
	(149,898)	
	13,972,698	

	Gallons Billed FY24-25	Gallons Billed FY23-24
July	40,148,770	36,713,420
August	32,039,780	33,852,270
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
YTD TOTAL	72,188,550	70,565,690
	2.3%	

	Inventory on Hand FY24-25	Inventory on Ha FY23-24
July	\$ 408,909	\$ 131,441
August	\$ 401,413	\$ 124,926
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
YTD AVG	\$ 405,161	\$ 128,184
	216.1%	

IMU Admin/US Financial Summary
August 31, 2024

620 ADMIN & UTILITY SERVICES

	FY24			FY25		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Admin/US Revenue	1,297,918	239,991	18.49%	1,431,700	241,371	17%
Total Revenue:	1,297,918	239,991		1,431,700	241,371	
Admin/US O&M Expense	1,297,918	229,011	17.64%	1,431,700	240,612	17%
YTD Depreciation		5,899			5,899	
Total Expense, Transfers & Depreciation:	1,297,918	234,910		1,431,700	246,511	
Beginning Net Position		203,175			224,494	
Net Surplus (Deficit)		5,081			(5,140)	
Ending Net Position		208,256			219,354	
855 LIABILITY INS FUND						
Beginning Net Position		9,099			9,099	
Net Surplus (Deficit)		0			0	
Ending Net Position		9,099			9,099	

US/ADMIN CASH ON HAND O&M \$ 550,952

Electric Utility Financial Summary
August 31, 2024

630 ELECTRIC OPERATING FUND

	FY24			FY25		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Electric Service Sales	15,927,772	3,564,412	22.38%	16,405,606	3,104,157	19%
Other Electric Revenue	1,883,900	148,553	7.89%	1,937,300	345,874	18%
Total Revenue:	17,811,672	3,712,965		18,342,906	3,450,031	
Electric O&M Expense	16,178,121	2,699,417	16.69%	16,324,354	3,454,192	21%
Electric O&M Transfer Out	3,653,672	608,945	16.67%	3,231,202	538,534	17%
YTD Depreciation		272,913			277,310	
Total Expense, Transfers & Depreciation:	19,831,793	3,581,275		19,555,556	4,270,036	
Beginning Net Position		35,046,761			33,124,367	
Net Surplus (Deficit)		131,690			(820,005)	
Ending Net Position		35,178,451			32,304,362	

730 ELECTRIC CAPITAL FUND

Electric Capital Revenue	1,237,500	201,870	16.31%	1,224,100	144,586	12%
From Electric Operations	2,500,000	416,667	16.67%	2,500,000	416,667	17%
Total Revenue and Transfers In:	3,737,500	618,536		3,724,100	561,253	
Electric Capital Expense	2,886,300	79,543	2.76%	1,844,700	165,777	9%
Total Expense:	2,886,300	79,543		1,844,700	165,777	
Beginning Net Position		8,062,135			11,158,161	
Net Surplus (Deficit)		538,993			395,475	
Ending Net Position		8,601,128			11,553,636	

793 ELECTRIC DEBT SERVICE

From Electric Operations	1,153,672	192,279	16.67%	731,202	121,867	17%
Total Transfers In:	1,153,672	192,279		731,202	121,867	
Electric Debt Service	1,153,672	0	0.00%	731,202	0	0%
Total Expense:	1,153,672	0		731,202	0	
Beginning Net Position		1,368,865			1,369,293	
Net Surplus (Deficit)		192,279			121,867	
Ending Net Position		1,561,144			1,491,160	

ELECTRIC CASH ON HAND

(110 days or greater)

335 days

O&M	\$	6,083,482
Capital	\$	9,788,125
Debt Service	\$	1,491,160
	\$	17,362,767

	Kwhs Billed FY24-25	Kwhs Billed FY23-24
July	11,504,883	10,450,789
August	11,693,918	11,547,802
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
YTD TOTAL	23,198,801	21,998,591
	5.5%	

	Inventory on Hand FY24-25	Inventory on Hand FY23-24
July	\$ 1,678,539	\$ 1,276,213
August	\$ 1,646,986	\$ 1,337,147
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
YTD AVG	\$ 1,662,762	\$ 1,306,680
	27.3%	

Fiber Utility Financial Summary
August 31, 2024

640 FIBER OPERATING FUND

	FY24			FY25		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Fiber Service Sales	4,823,000	789,155	16.36%	5,220,000	853,434	16%
Other Fiber Revenue	662,050	60,061	9.07%	410,050	18,034	4%
Total Revenue:	5,485,050	849,217		5,630,050	871,468	
Fiber O&M Expense	3,574,751	683,652	19.12%	3,593,293	619,537	17%
Fiber O&M Transfer Out	1,473,246	343,152	23.29%	2,081,528	187,755	9%
YTD Depreciation		60,673			63,722	
Total Expense, Transfers & Depreciation:	5,047,997	1,087,477		5,674,821	871,013	
Beginning Net Position		(3,464,668)			(3,242,690)	
Net Surplus (Deficit)		(238,260)			455	
Ending Net Position		(3,702,928)			(3,242,235)	

740 FIBER CAPITAL FUND

Fiber Capital Revenue	0	8,038			196	
From Fiber Operations	310,833	155,417	50.00%	955,000	0	0%
Total Revenue and Transfers In:	310,833	163,455		955,000	196	
Fiber Capital Expense	2,026,500	572,003	28.23%	955,000	117,992	12%
YTD Depreciation		52,137			55,526	
Total Expense, Transfers & Depreciation:	2,026,500	624,140		955,000	173,518	
Beginning Net Position		938,067			(665,586)	
Net Surplus (Deficit)		(460,685)			(173,323)	
Ending Net Position		477,382			(838,909)	

795 FIBER DEBT SERVICE

From Fiber Operations	1,126,413	187,736	16.67%	1,126,528	187,755	17%
Total Transfers In:	1,126,413	187,736		1,126,528	187,755	
Fiber Debt Service	1,126,413	0	0.00%	1,126,528	0	0%
Total Expense:	1,126,413	0		1,126,528	0	
Beginning Net Position		0			271	
Net Surplus (Deficit)		187,736			187,755	
Ending Net Position		187,736			188,026	
*Fund 640 Ending Fund Balance		(3,515,193)			(3,054,210)	
*Fund 740 Ending Fund Balance		477,382			(838,909)	
		(3,037,811)			(3,893,118)	

FIBER CASH ON HAND	O&M	\$	42,423
(110 days or greater)	Capital	\$	238,109
	Debt Service	\$	188,025
30 days		\$	468,557

	Subscriptions FY24-25	Subscriptions FY23-24	YOY Increase %
July	4,177	3,872	7.9%
August	4,204	3,908	7.6%
September			
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD AVG	4,191	3,890	
	7.7%		

	Inventory on Hand FY24-25	Inventory on Hand FY23-24	YOY Increase %
July	\$ 1,819,505	\$ 1,858,586	-2.1%
August	\$ 1,823,670	\$ 1,878,531	-2.9%
September			
October			
November			
December			
January			
February			
March			
April			
May			
June			
YTD AVG	\$ 1,821,587	\$ 1,868,559	
	-2.5%		

The Fiber Utility fund has a deficit fund balance of (\$3,893,118).
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.

August 2024

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

Health Insurance Fund Balance on August 31, 2024 is \$2,827,236.15

FY25 beginning balances will be updated upon completion of the FY24 financial audit.

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-).

This report is on a modified cash basis, with monthly (non-cash) depreciation included.

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: O&M Expenses ahead of budget due to work on Turbine #8.
Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

Fiber Notes: Inventory on hand includes both customer premise equipment, \$1,564,101 and stock supply inventory, \$259,569.
Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

MEMORANDUM

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

From:

Date: October 14, 2024

Subject: Resolution Approving Contract for Downtown Underground Conversion Project, West Alley Premise Wiring Modification

Recommendation:

Attachments:

1. Miller Bid
2. Res 2024-approving contract and bond DOWNTOWN UNDERGROUND CONVERSION PROJECT, WEST ALLEY PREMISE WIRING MODIFICATION

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Indianola Municipal Utilities
210 W Second Ave.
Indianola, Iowa 50125

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.02 The Work generally consists of the following major items of work but is not limited to the items listed below.

- a. Convert building electrical services from overhead to underground on eighteen (18) buildings that are located along and adjacent to the alleys bounded by N. B St., Buxton St., Ashland Ave., and W. 1st Ave.
- b. Install underground cable in existing ducts from the utility source point (transformer, pedestal, or handhole) to each building.
- c. Perform work on buildings as shown on the drawings.
- d. Install group metering installations as shown on the drawings.
- e. Furnish all material required for the completion of the Work.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. A completed Iowa Department of Labor Bidder Status Form (309-6001) regarding the Contractor's resident status within the State of Iowa.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

- A. Bidder (Miller Electric) will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price for Base Bid	\$ <u>95,250.00</u>
---------------------------------	---------------------

3.02 Unit Price Bids

- A. No unit price items are included in this bid

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract**

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the---- Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
West Alley Premise Wiring Modification Contract
Section 00410 – Bid Form for Construction Contract

BIDDER hereby submits this Bid as set forth above:

Bidder:

Miller Electric
(typed or printed name of organization)

By:

(individual's signature)

Name:

Marty Miller
(typed or printed)

Title:

Owner
(typed or printed)

Date:

9/4/24
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

Debra Miller
(typed or printed)

Title:

Owner
(typed or printed)

Date:

9/4/24
(typed or printed)

Address for giving notices:

1009 E Hillcrest PO Box 354
Indianola, IA 50125

Bidder's Contact:

Name:

Marty Miller
(typed or printed)

Title:

Owner
(typed or printed)

Phone:

515-961-5842

Email:

marty@mmillerelectric.com

Address:

1009 E Hillcrest PO Box 354
Indianola, IA 50125

Bidder's Contractor License No.: (if applicable) EL000203EC

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To be completed by all bidders	Part A
---------------------------------------	---------------

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.

Page 32 of 141

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND FOR THE DOWNTOWN UNDERGROUND CONVERSION PROJECT, WEST ALLEY PREMISE WIRING MODIFICATION" and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES:

NAYS:

Whereupon, the Chairperson declared the following Resolution duly adopted:

RESOLUTION 2024- APPROVING THE CONTRACT AND
BOND FOR DOWNTOWN UNDERGROUND CONVERSION
PROJECT, WEST ALLEY PREMISE WIRING MODIFICATION

BE IT RESOLVED BY THE IMU BOARD OF TRUSTEES OF THE CITY OF
INDIANOLA, STATE OF IOWA:

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 and; that the construction contract and bond executed for the Downtown Underground Conversion Project, West Alley Premise Wiring Modification, as described in the plans and specifications and which have been signed by the Board Chairperson and Board Secretary on behalf of IMU and proof of insurance coverage be and the same are hereby approved as follows:

Contractor:	Miller Electrical Services, Inc	Indianola, IA
	DBA Miller Electric	of
	_____	_____
Amount of bid:	\$ 95,250.00	

Bond surety:	5%	

Date of bond:	September 6, 2024	

Portion of project:	All labor and materials	

PASSED AND APPROVED this 14th day of October 2024.

Deb White, Chairperson

Monica Thompson, Board Secretary

MEMORANDUM

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

From:

Date: October 14, 2024

Subject: Resolution Authorizing the Electric Department Wooden Privacy Fence Replacement Project

Recommendation: Bids were received to replace 598 feet of wooden privacy fence located at 1300 East Iowa Ave. The existing fence has been installed for over 20 years with post failing at ground level. Bids include installing a new fence with galvanized steel posts imbedded in concrete, solid cedar wood fence, removal/haul away of the existing fence. This is a budgeted item.

Des Moines Fence	\$34,940
Top Rail Fence	\$36,900
American Fence Company	\$41,520
Central Iowa Fencing	\$52,502

Attachments:

1. Fence Quotes
2. Res 2024 Authorizing the Electric Department Wooden Privacy Fence Replacement Project

P R O P O S A L

Top Rail Fence Des Moines
 1054 19th St
 West Des Moines, IA 50265
 (515) 650-1411



bret.staples@toprailfence.com

<https://toprailfences.com/locations/des-moines/>

Billing/Service Address

Mike Metcalf - Indianola
 Municipal Utilities
 Indianola Municipal Utilities
 1300 E Iowa Ave
 Indianola, IA 50125
 (515) 962-5305
mmetcalf@indianolaiowa.gov

Date	October 9, 2024
Total	\$36,900.00

5 9 8 ' - 8 ' C E D A R P R I V A C Y W I T H 3 "
G A L V A N I Z E D P O S T S S E T I N C O N C R E T E

This proposal expires on 1/7/2025

N O T E S

Mike - you have 700'+ of a solid windbreak. To prevent the current issues of post failure and to ensure structural integrity long term, I'm proposing the 3" x 11' SPS40-G210 posts. If this does not meet your budget, I can propose a 2-3/8" CR20 post which would reduce the cost but would increase the possibility of issues down the road. Proposal includes permit/811 locate/demo & disposal of existing fence/installation of new fence

Item	Description	Qty	Rate	Amount
Wood Fence Install	598' - 8' Cedar privacy with 3" galvanized posts set in concrete	1	36900.00	\$36,900.00

AMERICAN FENCE COMPANY



Omaha · Lincoln · Grand Island · Sioux City · Des Moines · Cedar Rapids · Sioux Falls · Rochester
AmeriFence Corporation – Kansas City · AmeriFence Corporation – Madison · American Security & Gate Company – Fargo

FENCING & GATE PROPOSAL

Date: 10/8/2024
Attn: Mike Metcalf
Project: Indianola Municipal Utilities
Project Address: 1300 E Iowa Ave. Indianola, IA 50125
Scope: 1. Remove/dispose and replace 598LF of 8'H cedar fence that is located on the west property line, running north and south. The section to be replaced is starting in the NW corner and runs south for 598LF. The new fence will have 3" term posts and 2-1/2" line posts, galvanized steel embedded in concrete footings, 8' on center, with (4) 2x4 cedar rails and 1x6 cedar pickets. NOTE: there will be approximately 175LF of fence at the south end of the fence line that will remain in place, untouched by AFC. The new cedar rails and pickets will not match the remaining portion.

Project Specific Notes:
1. Only the scope and qtys listed above are covered under this quote; anything outside of this will need to be quoted before accepted. 2. No rocks excavation is included. If it's required, it will be charged at that time in a change order. 3. No removals of stumps, brush, rocks, trees or other obstructions that may interfere with our scope are included. Install locations must be clear of all debris before work commences. This includes any hole filling from this debris. 4. If special-order material applies, it cannot be paid on a per unit basis. 5. No permits, bonds, dues, completed operations, professional liability insurance or primary noncontributory is included unless noted in the scope above.
Start Date: Allow two – four weeks for submittals. Once approved, the material will be ordered within ten business days. Lead times can vary; request lead time of materials at time of submittal request.
Crew Size: 2-3 depending on available work.
<i>Notes are specific to the scope and directly impact project pricing. If not agreeable, advise prior to acceptance.</i>

Project Pricing: \$41,520.00
<i>Unless otherwise stated, pricing does not include excise tax, subject to change after 30 days of date of proposal. This proposal is not binding unless signature is affixed to page two. Do not sign and return this sheet without signed second page. A purchase order initiates your project engineering process and holds your material pricing for 30 days. If American Fence Company does not receive approval to proceed with purchasing within this 30-day period, project pricing is subject to review.</i>

Contact Information: Adam Fasselius 515-265-6100 A.Fasselius@Americafence.com

Standard Notes & Exclusions: Unless otherwise noted:
1. One mobilization is included for the installation of the fence.
2. Block-out(s) in concrete / masonry for fence by others. No core drilling included. Sleeves required but not provided by AFC.
3. No surveying and/or staking included. Fence line to be staked by others.
4. Private utilities to be located by others in accordance with the State's One Call System standards. In the event these utilities are damaged as a result of improper location, AFC will not be responsible for damages and associated costs.
5. Fence line to be staked clear of utilities. No excavation included for digging within 18" of utilities but at additional expense.

Iowa State Contractor License
#C111229

Estimator: Greg
515-661-0536
greg@centraliowafencing.com

CENTRAL IOWA FENCING

www.centraliowafencing.com
Des Moines Area 515-981-5777 Cedar Rapids Area 319-430-0895

Please remit all business correspondence to:
8414 46th Lane Prole, Iowa 50229
accounts@centraliowafencing.com



DATE: October 7, 2024

Name: Indianola Municipal Utilities
1300 East Iowa Ave
Address: Indianola, Iowa
%Mike Metcalf
Phone: 515-962-5305
mmetcalf@indianolaiowa.gov

Email:



Fencing Layout



posts are set 4 ft in
ground in concrete.
1 yr warranty on posts

tear out- 8 ft wood- wood posts- cut posts off below
ground

Fencing Specifications / Color

Style:

Total Length:

Height:

Wire Gauge:

Term. Post Dia.

Line Post Dia.

Rail Dia.

Gates:

Fencing Specifications / Color Cedar

Style:

Dog Ear

Total Length:

Height:

598'

8'

Posts:

Boards or Pickets:

postmaster

1x6

Rails:

Gates:

4- 2x4's

Estimated Installed Price

\$42,934.00 plus tear out/haul away-\$9568.00

*Estimated cost based on measurements above. Any additional
footage installed is subject to additional cost. ** Does not include
possible additional costs. See possible additional costs below.

Deposit: **\$20,000.00**

*A 15% fee of the estimate installed price will apply if this contract is
cancelled by the customer. Deposits for special order materials will not
be refunded.

**Payment in-full due upon completion of work. If not paid in full
after 30 days, CIF reserves the right to take back unpaid fence
materials without notice and deposit will not be refunded.

*** \$40 Returned Check Fee

Initial ☒

IMPORTANT

**Customer is completely responsible for exact location of property markers, lines, and fence
locations. Property survey available. This must be done prior to installation.

Initial ☒

**Sprinkler Systems must be located by customer. Central Iowa Fencing Ltd. is not responsible for
damage to sprinkler system whether marked or unmarked.

Sprinklers on property? ☐ Yes ☐ No

Initial ☒

Possible Additional Costs (vary per job)

Permit by CIF? = Cost plus \$25 admin fee Y or N
Hand-dug post holes(near utilities) = \$25 per post
Plated Posts (post bolted to cement) = \$85 each
Core Drills (Post drilled through concrete) = \$75 each

Initial ☒

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving
extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our
control. We use "One Call" to locate original utilities. All other underground cables, septic systems, gas lines MUST be located by customer prior to installation. Central Iowa Fencing Ltd. is not
responsible for damages to utilities that are not marked. Sprinkler Systems must be located by customer. Central Iowa Fencing Ltd. is not responsible for damage to sprinkler system whether
marked or unmarked. Fence lines must be cleared of all debris prior to installation. Customer is responsible for compliance with associated local or neighborhood fence covenants.

Authorized Signature: Mark A. Dunahoo / Greg Dahning

Note: This estimate may be withdrawn by us if not accepted within (10) days

Acceptance of Proposal

You are hereby authorized to furnish and install the above described fencing at the prices and upon the terms and conditions specified above and hereon. I (we) accept full responsibility for all the
locations of all property lines, and I (we) hereby consent to company's entry upon the property where the fencing is to be installed and to companies removal of said fence, without notice, if the
contract price is not paid in full when due. I (we) hereby warrant that I (we) are in and are entitled to possession of the property where fence is to be installed, and I (we) hereby agree to indemnify
company and hold it harmless for any damages to said property because of the removal of said fences aforesaid. I (we) understand that all the terms and conditions set forth hereon are subject to
acts of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain materials described hereon, partial or total interruptions, loss or
shortage of producing, manufacturing or transportation facilities, or any other cause beyond company's control whether or not similar to any of the causes specifically enumerated, and if
performances in a whole or in part is prevented or hindered, or cost is abnormally increased as a result thereof Company shall not be liable for any losses, damages or delays occasioned thereby,
and performance hereunder shall be excused without liability on Company's part. I (we) further understand that this order constitutes the entire agreement between the parties in reference to the
materials described hereon.

Date: ☒

Signature ☒

Indianola Municipal Utilities
Resolution 2024-

**RESOLUTION AUTHORIZING THE ELECTRIC DEPARTMENT WOODEN PRIVACY FENCE REPLACEMENT
PROJECT**

WHEREAS, the Electric Department desires to replace the wooden privacy fence located at 1300 East Iowa Ave.; and;

WHEREAS, Bids were received to replace 598 feet of wooden privacy fence located at 1300 East Iowa Ave. The existing fence has been installed for over 20 years with post failing at ground level. Bids include installing a new fence with galvanized steel posts imbedded in concrete, solid cedar wood fence, removal/haul away of the existing fence; and;

WHEREAS, the Board of Trustees believes it to be in the best interest of Indianola Municipal Utilities to accept the bid from Top Rail Fence for \$36,900.00.

NOW, THEREFORE BE IT RESOLVED, by the Indianola Board of Trustees that the Wooden Privacy Fence shall be replaced by Top Rail Fence for \$36,900.00 The Electric Department Superintendent is authorized and directed to execute on behalf of Indianola Municipal Utilities the documents required to purchase the items.

Approved this 14th day of October 2024.

Deb White, IMU Chairperson

ATTEST:

Monica Thompson, BOT Secretary



MEMORANDUM

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

From:

Date: October 14, 2024

Subject: Public Hearing for the Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project

Recommendation:

Attachments: 1. 2024-2025-NOFA7-PHASE3-RSNo14 - Construction Bid - REVIEWED 8-28-24 DWS (4)

**SPECIFICATIONS
FOR
NOFA 7 PHASE #3**

**INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14**



**SPECIFICATIONS
FOR**

NOFA 7 PHASE #3

INDIANOLA, IOWA

PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14

NEWCOM PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14

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: 8/28/24

David W. Shafer, PE

Iowa License No. P-19075

My license renewal date is DECEMBER 31, 2025

Details covered by this seal: ENTIRE DOCUMENT



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NOTICE OF HEARING AND LETTING

Sealed bids will be received by the Board of Trustees Secretary 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 Tuesday, September 24th, 2024 for the following described public improvement:

**NOFA 7 PHASE #3
INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14**

At the above time and place all bids received by the Board of Trustees Secretary will be opened and publicly read. At 5:30 P.M. on the 14th day of October 2024, 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 and ground rods. Contractor will provide conduit with fiber cable, pull tape, tracer wire with tracer wire hardware (for future drop locations), fiber marker posts and marker posts with test stations and other incidental materials, not limited to gravel and conduit splices.

The NOFA 7 PHASE #3 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), pull tape, fiber optic cable in some locations, vaults, test station, and fiber marker posts. The new conduit network consists of approximately 8,565 linear feet and an additional 9,580 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 start at the intersection of Nevada and 113th Ave and head east down Nevada St and go north along Hwy 65/69 to 14330 Hwy 65/69. The Alternate build consists of lateral road crossings along Nevada and two other laterals: The first will start at the Nevada St and Hwy 65/69 intersection and go east down Nevada; then three more laterals from there, north up 130th Ave to 14921 130th Ave, south down 130th Ave to 15286 130th Ave, and east down Nevada to 131st south to Nevan Trl finishing at 13112 Nevan Trl. The second will start at Nevada St and Hwy 65/69 and go head south down Hwy 65/69 turning west down 128th Ave ending at 15510 18th Ave. Some of the build will be in existing easements. No fiber splicing or testing is involved in this bid. Division 1 and Division 1 Alternate work can start on October 15th, 2024, and must be completed by June 15th, 2025.

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), pull tape, fiber optic cable, vaults, test stations, and fiber marker posts. The new conduit network consists of approximately 18,703 linear feet and an additional 2,954 linear feet (Alternate), both which are rural builds. Conduit installation method will be up to the discretion of the contractor. The main build will be a FTTH extension that will start at the intersection of E 17th Ave and John St and continue south down HWY 65/69 then west down McKinley Trail ending at 12250 McKinley Trail. A lateral will start at the HWY 65/69 and McGregor St intersection and run east down McGregor St then north up 140th Ave to 13468 140th Ave. The Alternate build consists of multiple streets crossings on McGregor St, HWY 65/69, and laterals on Mckimber Trail and 140th Ave. Some of the build will be inside of existing in existing and proposed easements. No fiber splicing or testing is involved in this bid. Division 2 and Division 2 Alternate work must start on or after July 1st, 2025 and must be completed by December 31st, 2025.

NOTICE OF HEARING AND LETTING

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 Communications Superintendent and which are now on file for public examination in the office of the Board of Trustees Secretary 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 Board of Trustees Secretary 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 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, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

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 Division 1 shall commence within ten (10) calendar days of the written notice to proceed (will be on or after October 15th, 2024). Work on Division 2 shall commence within (10) calendar days for the written

NOTICE OF HEARING AND LETTING

notice to proceed (will be on or after July 1st, 2025). 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 June 15th, 2025. All restoration work must be completed by June 30th, 2025. Liquidated damages in the amount of one hundred and seventy-five dollars (\$175) per day will be assessed for each day that the work remains uncompleted after the end of each contract period.

Division 2 and Division 2 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before December 31st, 2025. All restoration work must be completed by May 31st, 2026. 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 for the work completed during the preceding calendar month and will be subject to the approval of the Owner. 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.

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 Board of Trustees Secretary that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

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 2024-2025-NOFA7-Phase3-RSNo14 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 9th, 2024 at 2:00P.M. via a web conference using details as follows:

**For presentation view, join the conference from your computer, tablet or smartphone.
Use this hyperlink: <https://meet.goto.com/415159181>**

NOTICE OF HEARING AND LETTING

Phone - voice only.

dial: (408) 650-3123 and use Access Code: 415-159-181

Bidding Documents may be downloaded from the designated website by requesting access from the 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

Deb White, Chairperson

ATTEST:

Monica Thompson, Board of Trustees Secretary

Publish: September 3rd, 2024

INSTRUCTION TO BIDDERS

NOFA 7 PHASE #3

INDIANOLA MUNICIPAL UTILITIES INDIANOLA, IOWA

PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14

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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, and Performance), 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: Board of Trustees Secretary
Indianola Municipal Utilities
210 W. 2nd Avenue
Indianola, Iowa 50125

PROPOSAL FOR: NOFA 7 PHASE #3
Project No. 2024-2025-NOFA7-PHASE3-RSNo14

BID SECURITY FOR: NOFA 7 PHASE #3
Project No. 2024-2025-NOFA7-PHASE3-RSNo14

- 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, 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 **2024-2025-NOFA7-PHASE3-RSNo14** 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 Owner. 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.

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 #3
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14**

PROPOSAL:

**TO FURNISH ALL LABOR, EQUIPMENT, TOOLS, AND INCEDENTAL 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 Board of Trustees Secretary, if at any time they learn this certification has become erroneous by reason of changed circumstances.

Bidder: _____
By: _____
Title: _____
Date: _____

PROPOSAL

**NOFA 7 PHASE #3
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14**

1. Construct the **NOFA 7 PHASE #3 PROJECT, Project No. 2024-2025-NOFA7-PHASE3-RSNo14** 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) 1 ½ HDPE SDR 13.5; WITH PULL TAPE	LF	8,565		
2	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	7		
3	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 22 WITH PLACARD	EACH	5		
4	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	2,860		
5	FIBER OPTIC CABLE, FURNISH AND INSTALL, 96 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	5,776		
6	FIBER MARKER POST, FURNISH AND INSTALL	EACH	7		
7	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL, GROUND AND WIRING	EACH	1		
DIVISION 1 Alternate					
8	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5; WITH PULL TAPE	LF	9,580		
9	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	9		

PROPOSAL

10	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 22 WITH PLACARD	EACH	19		
11	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	4,055		
12	FIBER OPTIC CABLE, FURNISH AND INSTALL, 96 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	3,499		
13	TRACER WIRE FURNISH AND INSTALL	LF	1,624		
14	FIBER MARKER POST, FURNISH AND INSTALL	EACH	8		
DIVISION 2					
15	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5; WITH PULL TAPE	LF	18,703		
16	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	19		
17	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 22 WITH PLACARD	EACH	31		
18	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	2,436		
19	FIBER OPTIC CABLE, FURNISH AND INSTALL, 48 COUNT, Loose Tube, SINGLE, SINGLE ARMORED	LF	7,362		
20	FIBER OPTIC CABLE, FURNISH AND INSTALL, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	6,559		
21	TRACER WIRE FURNISH AND INSTALL	LF	2,287		

PROPOSAL-4

PROPOSAL

22	FIBER MARKER POST, FURNISH AND INSTALL	EACH	15		
23	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL, GROUND AND WIRING	EACH	2		
DIVISION 2 Alternate					
24	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5; WITH PULL TAPE	LF	2,954		
25	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	1		
26	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 22 WITH PLACARD	EACH	18		
27	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	149		
28	TRACER WIRE FURNISH AND INSTALL	LF	2,805		
Notes: (1) Include all tax and freight			TOTAL PROPOSAL		

Notes: (1) Include all tax and freight

PROPOSAL

1. Work on Division 1 shall commence within ten (10) calendar days of the written notice to proceed (will be on or after October 15th, 2024).
2. Work on Division 2 shall commence within ten (10) calendar days of the written notice to proceed (will be on or after July 1st, 2025).
3. 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 June 15th, 2025. All restoration work shall be completed by June 30th, 2025. 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. Division 2 and Division 2 Alternate work installations of all conduit, vaults, fiber and locate system components shall be completed and proofed, and all punch list items completed and accepted by the Engineer, redlined construction sheets and as-builts submitted before December 31st, 2025. All restoration work shall be completed by May 31st, 2026. 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.
5. Required Attachment:
 - Bidder Status Form

PROPOSAL

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

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

City, State, Zip: _____

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

City, State, Zip: _____

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

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

To be completed by non-resident bidders

Part C

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

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

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

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

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

PROPOSAL

Worksheet: Authorization to Transact Business

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

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

309-6001 02-14

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____, as Surety are held and firmly bound unto
the INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA, hereinafter called "OWNER", in the
penal sum of _____ DOLLARS (\$ _____) lawful money of
the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents. The condition
of this obligation is such that whereas the Principal has submitted the accompanying Bid, dated
_____, 20__, for the **NOFA 7 PHASE #3, Project No. 2024-2025-NOFA7-PHASE3-RSNo14**.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate;
- (B) If said Bid shall be accepted and the principal shall execute and deliver a Contract in the form specified and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20__.

_____ Witness Principal

(Seal)

By _____
(Title)

(Surety)

By _____
(Attorney-in-Fact)

CONTRACT

STATE OF IOWA }
 } ss.
COUNTY OF WARREN }

THIS AGREEMENT AND INDENTURE made and entered into this, the _____ day of _____, 2024, by and between INDIANOLA MUNICIPAL UTILITIES, Indianola, Iowa, termed in this Agreement and the Specifications as the “Owner”, and _____, termed in this Agreement and the Specifications as the “Contractor”.

WITNESSETH:

THAT, WHEREAS, The Contractor will commence and complete the construction of the following improvements known as **NOFA 7 PHASE #3, Project No. 2024-2025-NOFA7-PHASE3-RSNo14.**

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

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

IT IS THEREFORE, AGREED;

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

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

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

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

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

CONTRACT

- I. Special Conditions
- J. Detailed Specifications
- K. Plans Numbered A.01, A.02A, A.02B, A.03, A.04, B.01-B.02, C.01A. C.01B, C.02, J.01, L.01, - L.32, N.01 - N.40, 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: _____
Deb White
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 #3, Project No. 2024-2025-NOFA7-PHASE3-RSNo14

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, 2024, 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 #3
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14
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1. GENERAL STATEMENT

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

REGULATIONS OF THE CONTRACT

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

2. DEFINITIONS

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

REGULATIONS OF THE CONTRACT

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

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

3. CONTRACTOR’S OBLIGATIONS

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

4. ENGINEER’S OBLIGATIONS

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

5. BOND

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

REGULATIONS OF THE CONTRACT

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

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

6. INSURANCE

6.1 General

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

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

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

REGULATIONS OF THE CONTRACT

- 6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
- 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.
 - A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
 - B. by the other person;
- 6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,
- 6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

6.3 Limits of Liability

- 6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

General Liability; 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.

REGULATIONS OF THE CONTRACT

- 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 Owner with an electronic copy on Owner 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 Owner 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.

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

23. SUSPENSION OF WORK

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

24. OWNER'S RIGHT TO DO WORK

- 24.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and

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

- 24.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.
- 24.3 Pending settlement of disputes on any point of controversy the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

25. CONTRACT TERMINATION

- 25.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of substantial violation of any provision of the contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.
- 25.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

26. CONTRACTOR'S RIGHTS

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

27. TIME OF COMPLETION

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

28. DELAYS

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

29. PAYMENTS

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

30. PAYMENTS WITHHELD

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

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 #3
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14**

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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, communication easements, and private easements owned by Owner or 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

**NOFA 7 PHASE #3
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14**

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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

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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.02	
QUANTITIES AND GENERAL INFORMATION	C.01A, C.01B, C.02	
TRAFFIC CONTROL NOTES	J.01	
PLAN SHEETS	L.01 - L.32 & N.01 – N.40	
PERMITS	P.01	
APPENDIX	APPROVED PERMITS	

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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.

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- 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

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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 Owner.
- 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.

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The 2024 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.

Contractor 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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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 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.
- 2.2 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 meet Owner 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 Owner 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).
 - 4.1.2 High Density Poly Polyethylene (HDPE) conduit shall be smooth wall

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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 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 installed 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 install 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 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

TECHNICAL SPECIFICATIONS

will be provided.

- 5.6 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.
 - 5.6.1 Location, length, size/orientation and cost of upsized and/or stronger conduit shall be reviewed and approved by the Engineer prior to any construction.
- 5.7 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.
- 5.8 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.
- 5.9 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.
 - 5.9.1 All water for boring operations shall be supplied by the Contractor and follow the water usage specifications detailed in this document.
 - 5.9.2 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 or Owner will provide location and conditions at time of construction.
- 5.10 Prior to conduit installation into a vault, all conduit(s) openings are to be sealed with tape or other approved methods as they are installed to avoid debris entry.

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- 5.11 Upon installation of the conduit in a vault, Contractor provided conduit plugs shall be installed.
- 5.12 Contractor shall seal duct opening with an approved duct putty after fiber and tracer is installed.
- 5.13 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, and road crossings.
 - 5.13.1 The markers shall be wooden stakes, flags or paint applied to hard surfaces.
 - 5.13.2 The markings shall indicate depth of conduit or splice at each location.
- 5.14 Backfill
 - 5.14.1 Backfill with suitable excavated material or borrow materials. Use no large stones, large clods, organic matter, rubbish, or frozen material.
 - 5.14.2 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.
 - 5.14.3 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.
 - 5.14.4 If sufficient suitable excavated material is not available, remove and dispose of unsuitable excavated material. Furnish suitable borrow materials to complete trench backfill.
 - 5.14.5 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.
 - 5.14.6 All cables, conduit, and pipe exposed during construction will be secured in such a manner that no deflection or sagging 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.
 - 5.14.7 The backfill material in open trenches and excavations for structures shall be deposited in layers not to exceed 6 inches

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- in depth and each layer shall be thoroughly compacted before the next layer is placed.
- 5.14.8 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
- 5.15 Refer to Part 21. RESTORATION for restoration requirements.
- 5.16 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.
- 5.17 Installation clearances, unless specifically required by a permitting authority, the following clearances apply:
- 5.17.1 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.
 - 5.17.2 Maintain the minimum depth throughout the length of all conduit installations.
 - 5.17.3 Depth of all plowed, trenched or bored conduit shall be a minimum of 42 inches unless otherwise specified in the plans.
 - 5.17.4 Maintain 1.5' vertical clearance (minimum) from existing utility lines. Contractor to notify Engineer when 1.5' vertical clearance is unable to be achieved.
 - 5.17.5 Maintain 1.5' horizontal clearance (minimum) from existing utility lines. Contractor to notify Engineer when 1.5' horizontal clearance is unable to be achieved.
 - 5.17.6 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.
- 5.18 All conduits shall have pull tape, with a minimum tensile strength of 1250 lbs., installed. It must be continuous from handhole to handhole.
- 5.19 Protect all open excavations. All open holes shall be backfilled within 48-hours.

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- 5.20 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.
- 5.20.1 Contracted services of licensed plumber and licensed electrician shall require a minimum of a 2-hour response time.
- 5.21 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.
- 5.21.1 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.
- 5.21.2 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.
- 5.22 All utility crossings under hardscape must be core-holed and vacuumed to visually verify location of existing utility.
- 5.23 Core hole requirements
- 5.23.1 Contractor shall follow all requirements SUDAS Division 7, Section 7040 Pavement Rehabilitation, Part 3.11, unless p permitting entity has more stringent requirements, in which case they shall be followed.
- 5.23.2 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.
- 5.23.3 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 and replaced at the contractor's expense in accordance with the permitting entities specific requirements.
- 5.23.4 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.

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- 5.23.5 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.
- 5.23.6 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.
- 5.23.7 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.
- 5.23.8 All slurry from all core drilling must be removed from project site.
- 5.23.9 All core holes shall be permanently restored within 48 hours.
- 5.23.10 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.
- 5.23.11 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 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.

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- 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:
- 7.2.1 Small vault specifications.
- Manufacturer: Old Castle or Armorcast
 - 13” x 24”
 - 18” Depth
 - Composite
 - Tier 22
 - Custom placard provided - “IMU FIBER” (See Part

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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 The contractor shall provide the following conduit protrusion into vaults:
 - 8.4.1 All conduits using bottom entry shall have four (4) to six (6) Inches of protrusion above rock base.
 - 8.4.2 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 All open conduit ends installed within the vault shall be plugged with duct plugs to prevent the instruction 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.
- 8.6 Install ground rods with vault installation as indicated in the contract document plan set. Grounds rods are generally located at test station locations, fiber cable termination points, and end of the line vaults.
- 8.7 Tracer and ground wires designed to terminate at locate test stations are to be installed at the time the vault is set.
 - 8.7.1 Wires are to be sufficient length to terminate at the test station locations.
 - 8.7.2 Wires shall be coiled outside of the vault and protected so they are not damaged, pending the test station installation.

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- 8.8 Vaults shall be set to match the grade of the unpaved ground unless otherwise shown on the plans.
- 8.9 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.
- 8.10 Unless noted otherwise, all excavated areas to be restored to natural contours. Do not dispose of spoils in floodplains or wetlands.
- 8.11 Vaults are not to be installed in the flow lines of a ditch.
- 8.12 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.

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

8.13 Backfill

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

8.13.2 Compaction of vault excavation shall be no less than 95% within the right of way 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: 8'(4' if cut in half)
- 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:

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- Rhino TriView Markers; custom labeled or equivalent.
 - 72" length
 - Orange in color for telecommunications application.
 - Custom printed label shall be done through a silk screen process with UV resistant enamel inks.
 - o Label shall read: IMU FIBER with underground service alert and 811 information.
- 9.5 Fiber Marker Post with Test Station shall be:
- Rhino TriView Markers w/ Test Stations; custom labeled or equivalent.
 - 72" length
 - Orange in color for telecommunications application.
 - Custom printed label shall be done through a silk screen process with UV resistant enamel inks.
 - o 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,

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an approved splice is to be used and environmentally sealed using Scotchrap tape applied to cleaned tracer wires.

- 10.5 Contractor shall install Test Stations at locations called out in the contract's plan set. These are located 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.
- 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 and corrosion protection tape are incidental to the cost of the connected items

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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 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 Contractor 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, 48, and 96 fiber strands
 - Single mode, reduced water peak
 - Inside sheath water repellent shall be a dry type and non- gel filled.
 - Maximum attenuation (dB per km):
 - -0.35dB @ 1310nm
 - -0.35dB @ 1383nm
 - -0.25dB @ 1490nm
 - -0.25dB @ 1550nm
 - -0.25dB @ 1625nm
 - Typical attenuation (dB per km):
 - -0.34dB @1310nm
 - -0.34dB @ 1383nm
 - -0.19dB @ 1490nm
 - -0.19dB @ 1550nm
 - -0.19dB @ 1625nm
 - Cladding Diameter: 125.0µm ± 0.9µm
 - Coating Diameter: 250 ± 10 microns
- 12.2.2 Contractor may test the fiber at 1310 and 1550 wavelengths

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- before installation to verify it meets specification.
- 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 and 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 150' of slack or a longer length as field conditions require in order to reach splice trailer. Slack is to only be placed inside 24x36x30 handholes.
- 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.
- 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.

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13.9.1 Contractor shall use pulleys, sheaves, radius wheels, or other devices to meet this requirement.

13.10 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.

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 bore.

15. GUARANTEE

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

15.2 This guarantee shall be provided in writing on Company or Corporation letterhead stationery by the Contractor to the Owner prior to final acceptance.

16. WITNESS MONUMENTS

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- 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.

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18. RESTORATION

- 18.1 Temporary or permanent restoration of impacted areas, as described herein, shall be required upon the cessation of all construction activities planned or otherwise, within 7 calendar days.
- 18.2 All work impacting parkways, driveways or sodded areas shall be restored to their original condition, the impacted areas shall be left in a neat and presentable manner within 48 hours following the completion of construction activities in the area.
- 18.3 Concrete sidewalks, pavements, base courses and bituminous surfaces shall be replaced with new materials within 48 hours of removal of original material.
 - 18.3.1 Repairs shall be completed in accordance with the 2024 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 2024 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

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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.

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19. REMEDIATION OF AUDIT

- 19.1 Engineer will provide Contractor a plan set for recording all construction deficiencies.
- 19.2 Punch list items will be emailed to Contractor
- 19.3 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.

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 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.

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- 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, FURNISH AND INSTALL: Paid on a unit price basis. Measurement for all fiber shall be based upon per linear foot of fiber placed for the bid item FIBER OPTIC CABLE, FURNISH AND INSTALL. 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

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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 sequential.

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 of 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% 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

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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.

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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, Iowa DOT, 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 #3

INDIANOLA, IOWA

PROJECT NO. 2024-2025-NOFA7-PHASE3-RSNo14

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FORMS

	NOTICE OF AWARD	
PROJECT: NOFA 7 PHASE 3	PROJECT NO.: 2024-2025-NOFA7-PHASE3-RSNo14	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 _____, 2024

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, 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 _____, 2024

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 3	PROJECT NO.: 2024-2025-NOFA7-PHASE3-RSNo14	DATE:
		PAGE 1 OF 1
TO:		
DESCRIPTION OF WORK:		

You are hereby notified to commence Work in accordance with the Construction Contract dated _____, 2024, 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 _____, 2024

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 _____ 2024.

BY: _____

FORMS

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

SAMPLE: SHOP DRAWING TRANSMITTAL FORM

Project: NOFA 7 PHASE 3	Project Number: 2024-2025-NOFA7-PHASE3-RSNo14	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 3	PROJECT NO.: 2024-2025-NOFA7-PHASE3-RSNo14	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) (Unchanged) by	\$
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: _____
DATE: _____

BY: _____,
Project Manager
DATE: _____

FORMS

Note: This form to be provided electronically – Sample Only

	APPLICATION FOR PAYMENT	
PROJECT: NOFA 7 PHASE 3	PROJECT NO.: 2024-2025-NOFA7- PHASE3-RSN014	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.

_____ BY: _____ DATE: _____
CONTRACTOR

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

AMOUNT APPROVED FOR PAYMENT \$ _____

_____ **PROJECT MANAGER** _____ **DIRECTOR** **DATE:** _____

FORMS

	Application for Payment (Continuation Sheet)		
PROJECT: NOFA 7 PHASE 3	PROJECT NO.: 2024-2025-NOFA7-PHASE3-RSNo14	APPLICATION NO.:	
		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

		CERTIFICATE OF SUBSTANTIAL COMPLETION		
PROJECT: NOFA 7 PHASE 3		PROJECT NO.: 2024-2025-NOFA7-PHASE3-RSNo14		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") is attached hereto. The failure to include any items on said list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

Indianola Municipal Utilities

TO: _____
(OWNER)

AND TO: _____
(CONTRACTOR)

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

PROJECT MANAGER

DATE _____

The Contractor accepts the above Certificate of Substantial Completion.

CONTRACTOR

AUTHORIZED REPRESENTATIVE

DATE _____

FORMS

		CERTIFICATE OF FINAL COMPLETION	
PROJECT: NOFA 7 PHASE 3		PROJECT NO.: 2024-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 3	PROJECT NO.: 2024-2025-NOFA7-PHASE3-RSNo14	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: _____

MEMORANDUM

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

From:

Date: October 14, 2024

Subject: Resolution approving the plans, specifications, form of contract and estimate of cost for the Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project

Recommendation:

Attachments:

1. Res 2024 approving the Plans, Specifications, Form of Contract and Estimate of Cost for Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project
2. Engineer Estimate IMU NOFA 7 2024-2025 BID 3 for PE Review and Stamp

Indianola Municipal Utilities

**RESOLUTION APPROVING THE FINAL PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATED COST FOR THE FIBER 2024-2025-NOFA7-PHASE 3 -
RSNo14 PROJECT**

WHEREAS, the Indianola Municipal Utilities Board Of Trustees has authorized the preparation of the proposed plans, specifications, contract documents, and an estimate of cost for the Fiber 2024.2025-NOFA7- -RSNo14 Phase 3 Project; and

WHEREAS, the Indianola Municipal Utilities Board of Trustees has deemed it necessary and desirable to undertake the construction of the Project; and

WHEREAS, IMU has provided notice for a public hearing and notice to bidders regarding the proposed plans, specifications, and form of contract for the Project, and the acceptance of bids; and

WHEREAS, a public hearing has been held regarding objections to the proposed plans, specifications, form of contract, and the cost of the Project, and no objections were raised.

NOW, THEREFORE, BE IT RESOLVED by the Indianola Municipal Utilities Board Of Trustees that the plans, specifications, and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby approved, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

PASSED AND APPROVED this 14th day of October 2024.

Deb White, Chairperson

ATTEST:

Monica Thompson, Board Secretary



ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE (1)	EXTENDED PRICE
DIVISION 1					
1	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5	LF	8,565	\$ 14.50	\$ 124,192.50
2	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	7	\$ 865.00	\$ 6,055.00
3	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	5	\$ 600.00	\$ 3,000.00
4	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	2,860	\$ 1.50	\$ 4,290.00
5	FIBER OPTIC CABLE, FURNISH AND INSTALL, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	5,776	\$ 2.20	\$ 12,707.20
7	FIBER MARKER POST, FURNISH AND INSTALL	EACH	7	\$ 150.00	\$ 1,050.00
8	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING	EACH	1	\$ 250.00	\$ 250.00
DIVISION 1 Alternate					
9	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5	LF	9,580	\$ 14.50	\$ 138,910.00
10	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	9	\$ 865.00	\$ 7,785.00
11	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	19	\$ 600.00	\$ 11,400.00
12	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	4,055	\$ 1.50	\$ 6,082.50
13	FIBER OPTIC CABLE, FURNISH AND INSTALL, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	3,499	\$ 2.20	\$ 7,697.80
14	TRACER WIRE FURNISH AND INSTALL	LF	1,624	\$ 1.10	\$ 1,786.40
15	FIBER MARKER POST, FURNISH AND INSTALL	EACH	8	\$ 150.00	\$ 1,200.00
DIVISION 2					
16	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5	LF	18,703	\$ 14.50	\$ 271,193.50
17	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	19	\$ 865.00	\$ 16,435.00
18	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	31	\$ 600.00	\$ 18,600.00
19	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	2,436	\$ 1.50	\$ 3,654.00
20	FIBER OPTIC CABLE, FURNISH AND INSTALL, 48 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	7,362	\$ 1.80	\$ 13,251.60
21	FIBER OPTIC CABLE, FURNISH AND INSTALL, 96 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	6,559	\$ 2.20	\$ 14,429.80
22	TRACER WIRE FURNISH AND INSTALL	LF	2,287	\$ 1.10	\$ 2,515.70
23	FIBER MARKER POST, FURNISH AND INSTALL	EACH	15	\$ 150.00	\$ 2,250.00
24	FIBER MARKER POST WITH TEST STATION, FURNISH AND INSTALL , GROUND AND WIRING	EACH	2	\$ 250.00	\$ 500.00
DIVISION 2 Alternate					
25	CONDUIT, FURNISH AND INSTALL, (1) 1 ½ HDPE SDR 13.5	LF	2,954	\$ 14.50	\$ 42,833.00
26	LARGE VAULT, INSTALL ONLY, 24"x36"x30" TIER 22 WITH PLACARD	EACH	1	\$ 865.00	\$ 865.00
27	SMALL VAULT, INSTALL ONLY, 13"x24"x18" TIER 15 WITH PLACARD	EACH	18	\$ 600.00	\$ 10,800.00
28	FIBER OPTIC CABLE, FURNISH AND INSTALL, 12 COUNT, Loose Tube , SINGLE, SINGLE ARMORED	LF	149	\$ 1.50	\$ 223.50
29	TRACER WIRE FURNISH AND INSTALL	LF	2,805	\$ 1.10	\$ 3,085.50
Notes: (1) Include all tax and freight			TOTAL PROPOSAL		\$ 727,043.00

David W Shafer, PE _____
Iowa License P-19075
My license renewal date is December 31, 2025

Date: _____

MEMORANDUM

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

From:

Date: October 14, 2024

Subject: Resolution Awarding and Approving Contract and Bond to TelCom Construction, LLC
for Fiber 2024-2025-NOFA7-PHASE3-RSNO14 Project

Recommendation:

Attachments:

1. Res 2024 Awarding and Approving Contract for Fiber 2024-2025-NOFA7-PHASE3-RSNO14 Project
2. Bid Results Simplified
3. Letter of Recommendation for Award - 2024-2025-NOFA7-PHASE3-RSNo14-Signed 09-26-24 DWS

Indianola Municipal Utilities
RESOLUTION NO 2024

**RESOLUTION AWARDING AND APPROVING CONTRACT FOR NOFA 7 - - RSN014 PHASE
#3 PROJECT**

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

Section 1. The bid of TelCom Construction, LLC in the amount of \$430,429.88 for the for NOFA 7 - - RSN014 PHASE #3 PROJECT, Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 23rd day of August, 2024, is accepted, it being the lowest and most responsible bids for the project.

Section 2. BE IT RESOLVED BY THE IMU BOARD OF TRUSTEES OF THE CITY OF INDIANOLA, STATE OF IOWA:

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 and; that the construction contract and bond executed for the Fiber 2024-2025-NOFA7-PHASE3-RSNO14 Project as described in the plans and specifications and which have been signed by the Board Chairperson and Board Secretary on behalf of IMU and proof of insurance coverage be and the same are hereby approved as follows:

Contractor:	TelCom Construction, LLC	of	Clearwater, MN
	\$ 430,429.88		
Amount of bid:			
	10%		
Bond surety:			
	September 6, 2024		
Date of bond:			
Portion of project:	All labor and materials		

PASSED AND APPROVED this 14th day of October, 2024.

ATTEST:

Deb White, Chairperson

Monica Thompson, Board Secretary

IMU NOFA 7 PHASE #3 BID RESULTS

MPNexlevel	\$488,646.46
Murphy Communications	\$532,471.00
Price Industrial Electric	\$661,294.30
Innovative Communication Technologies, LLC	\$437,044.00
CDB Utility Contractors	\$457,534.96
TelCom Construction, LLC	\$430,429.88
Teklink Communications	\$503,068.80
Hoffman Communicatations	\$558,865.40
Communication Data Link	\$626,441.00
TD & I Cable Maintenance, LLC	\$656,389.13



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 26th, 2024

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

Re: Engineer's Recommendation for IMU's 2024-2025-NOFA7-PHASE3-RSNo14 Based on Bid Tabulation

Mr. Ripperger,

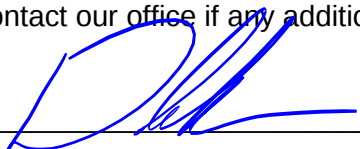
Sealed bids for the work comprised in the project named 2024-2025-NOFA7-Phase3-RSNo14 that were received by the deadline were opened, tabulated, and filed by the Trustee Secretary of IMU on September 24th, 2024. NewCom Technologies, Inc. has determined that the lowest responsive, responsible bidder for this project is TelCom Construction. 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 TelCom Construction.

The summary of TelCom Construction bid and comparison to engineer's estimate is:

Item	Projected Total Costs
TelCom Construction Proposal	\$430,429.88
Engineer's Estimate	\$727,043.00
Variance from Engineer's Estimate	-\$296,613.12

Please contact our office if any additional information is required.

Signed:  Date: 9/26/2024

David W. Shafer, PE
Iowa License NO. P-19075
My License renewal date is December 31, 2025

