

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

**IMU Board of Trustees of the
Electric, Water and Communications Utilities
September 11, 2017
City Hall Council Chambers
5:30 p.m.**

Agenda

1. Call to Order
2. Roll Call
3. Public Comments
4. Consent Agenda
 - A. Claims list for September 5, 2017
 - B. Minutes from August 21 and 28, 2017
 - C. Salaries
5. Electric Utility Action Items
 - A. Turbine 7 Control Replacement Project
 1. Public hearing on the matter of adoption of plans, specs, form of contract and estimate of costs
 2. Resolution adopting plans specs, form of contract and estimate of costs
 3. Resolution awarding contract
 - B. Resolution approving a professional services agreement with Downing Construction Inc. as the Construction Management Services Agent for the construction of a new line shop building to include support offices
6. Electric Utility Informational Items

7. Water Utility Informational Items
8. Communications Utility Action Items
 - A. 2017 Norwalk to Indianola Fiber Optic Link Project (Construction)
 1. Resolution approving contract and bond with Telcom Construction in an amount of \$237,865.46
 - B. Consider change order #1 in an amount of \$12,995 for the 2017 Fiber To The Home Project (Construction)
 - C. 2017 Telecommunication Hut Project
 1. Resolution ordering construction of certain public improvements and fixing a date for hearing (October 9, 2017) and taking of bids (September 29, 2017)
9. Communications Utility Informational Items
 - A. Receive report from Smart Source Consulting - Curtis Dean
10. Combined Electric, Water and Communications Utilities Action Items
 - A. Budget Amendment for FY 2018
 1. Public hearing regarding the FY 2018 budget amendment
 2. Resolution approving the FY 2018 budget amendment
11. Combined Electric, Water and Communications Utilities Informational Items
12. Other Business
13. Adjourn

IMU Regular Downstairs

4.A.

Meeting Date: 09/11/2017

Information

Subject

Claims list for September 5, 2017

Information

Fiscal Impact

Attachments

Claims

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
ACCO UNLIMITED CORP.	600-8110-65010	LIQUID CHLORINE	08/18/2017	1,303.72
AUTOMATIC SYSTEMS CO.	600-8120-63410	REPAIRS - REPLACED FOXBORO TRANSDUCER	08/23/2017	2,248.80
DUST PROS JANITORIAL	600-8120-65070	AUG SCRUB AND BUFF	08/12/2017	180.00
GRAYMONT WESTERN LIME IN	600-8110-65010	HIGH CALCIUM QUICKLIME	08/17/2017	4,414.78
HACH COMPANY	600-8110-65012	LAB SUPPLIES	08/22/2017	966.70
HD SUPPLY WATERWORKS	600-8150-65072	MATERIALS	08/08/2017	70.80
IOWA SECTION AWWA	600-8110-62100	MEMBERSHIP DUES	08/21/2017	224.00
MUNICIPAL ENERGY AGENCY	600-8110-63710	PURCHASED POWER - JULY (WELL KWH & TRANS)	08/10/2017	1,377.84
SHULL, DOUG	600-8190-64990	TREASURER CONTRACT	08/25/2017	15.84
STERNQUIST CONST. INC.	600-8150-63453	CRUSHED CONCRETE	08/24/2017	73.84
U.S. CELLULAR	600-8110-63730	CELL PHONES - 4	08/12/2017	175.35
VESSCO INC	600-8120-63410	BEARING	08/22/2017	550.02
Total WATER OPERATING FUND:				11,601.69
IMU ADMINISTRATION FUND				
ATW TRAINING & CONSULTING	620-8090-62300	TRAINING	08/25/2017	160.00
MAHASKA COMMUNICATION G	620-8091-63730	PHONE SERVICE	08/01/2017	102.18
Total IMU ADMINISTRATION FUND:				262.18
ELECTRIC OPERATING FUND				
CASUAL RAGS	630-8210-65500	EMBROIDER IMU LOGO AND NAMES ON FR SHIRTS	08/24/2017	115.03
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	08/04/2017	200.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	07/11/2017	100.00
CITY OF INDIANOLA - REBATE	630-8290-67306	COMMERCIAL LIGHTING	07/31/2017	32.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	07/27/2017	100.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	05/24/2017	200.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	07/31/2017	200.00
DES PLANQUES, CHRIS	630-8290-65990	MEAN MTG AT NMPP	08/22/2017	355.24
DUST PROS JANITORIAL	630-8220-64090	MONTHLY CLEANING (AUG) - ADMIN & ELECTRICAL DEPT.	08/20/2017	1,177.00
JV TRUCKING LLC	630-8250-65072	3/8" PEA GRAVEL - 37.06 TON	08/11/2017	1,111.80
MC MASTER-CARR SUPPLY CO	630-8220-65072	EMERGENCY LIGHT - BATTERY AND BULBS	08/18/2017	70.10
MID AMERICAN ENERGY CO.	630-8210-63710	80950-24015 PLANT GAS 7/19/17 - 8/17/17	08/18/2017	11.08
MID AMERICAN ENERGY CO.	630-8210-63710	52390-25019 BOILER GAS (732 THERMS)	08/17/2017	448.92
MID AMERICAN ENERGY CO.	630-8210-63710	07991-36014 11634 R63 HWY	08/15/2017	10.00
MUNICIPAL ENERGY AGENCY	630-8230-63990	CONTRACTED WIND - JULY	08/10/2017	16,881.00
MUNICIPAL ENERGY AGENCY	630-8230-63990	LANDFILL GAS ATTRIBUTES - JULY	08/10/2017	13,260.00
MUNICIPAL ENERGY AGENCY	630-8200-45629	20% 69KV 30.9 CREDIT/ADMIN FEE - JULY	08/10/2017	10,379.56
MUNICIPAL ENERGY AGENCY	630-8230-63991	PURCHASED POWER - JULY (NET ELECTRIC)	08/10/2017	493,777.21
MUNICIPAL ENERGY AGENCY	630-8230-63992	TRANSMISSION/ADJUSTMENT - JULY	08/10/2017	125,410.26
MUNICIPAL ENERGY AGENCY	630-8230-63991	FIXED COST RECOVERY CHARGE	08/10/2017	327,114.00
MUNICIPAL ENERGY AGENCY	630-8230-63991	IND TRANS SYSTEM OPERATOR CHARGE	08/07/2017	5,141.54
SHULL, DOUG	630-8290-64990	TREASURER CONTRACT	08/25/2017	60.00
SKARSHAUG TESTING LABORA	630-8240-65500	ARC FLASH HARD HAT AND FACE SHIELD	05/08/2017	384.16
SOUTH CENTRAL IOWA LANDFI	630-8250-65072	JUNK WOOD POLES	08/01/2017	52.00
SOUTH CENTRAL IOWA LANDFI	630-8250-65072	JUNK WOOD POLES	08/07/2017	79.00
U.S. CELLULAR	630-8240-63730	CELL PHONES - 9	08/12/2017	394.53
WARREN COUNTY TREASURE	630-8255-65990	TRANSMISSION TAXES	08/21/2017	452.50
WESCO	630-8250-65072	PARTS FOR SWITCHGEAR	08/10/2017	234.63
Total ELECTRIC OPERATING FUND:				997,751.56
FIBER/COMMUNICATIONS FUND				
SHULL, DOUG	640-8590-64990	TREASURER CONTRACT	08/25/2017	7.50
U.S. CELLULAR	640-8550-63730	CELL PHONE	08/12/2017	43.84

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total FIBER/COMMUNICATIONS FUND:				51.34
WATER CAPITAL PROJECTS FUND				
HD SUPPLY WATERWORKS	700-8100-67906	MATERIALS	08/08/2017	881.30
HD SUPPLY WATERWORKS	700-8100-67906	MATERIALS	08/08/2017	550.00
HD SUPPLY WATERWORKS	700-8100-67906	MATERIALS	08/11/2017	220.00
METERING & TECHNOLOGY SO	700-8100-67905	METERS	08/23/2017	6,681.49
MUNICIPAL SUPPLY INC	700-8100-67905	METERS	08/09/2017	1,347.00
Total WATER CAPITAL PROJECTS FUND:				9,679.79
ELECTRIC CAPITAL PROJECTS FUND				
CALIX NETWORKS INC	730-8200-67601	10 - DUAL MODE SFP	08/10/2017	1,682.01
KRIZ-DAVIS COMPANY	730-8200-67906	1 1/2 " PVC CONDUIT	08/21/2017	1,048.29
MAHASKA COMMUNICATION G	730-8200-67603	SERVICE DROPS	08/01/2017	1,525.00
MAHASKA COMMUNICATION G	730-8200-67304	FIBER INSTALL FAIRGROUNDS	08/01/2017	500.00
MUNICIPAL ENERGY AGENCY	730-8200-45629	80% 69KV 30.9 CREDIT/ADMIN FEE - JULY	08/10/2017	41,518.22
NEWCOM TECHNOLOGIES INC	730-8200-67605	REVISE IMPLEMENTATION PLAN	08/17/2017	3,375.00
POWER & TEL	730-8200-67906	1 1/4" COUPLINGS	08/14/2017	88.01
TERRY-DURIN CO.	730-8200-67906	LED LIGHT FIXTURES - 73 WATT	08/22/2017	1,470.18
WESCO	730-8200-67906	1/4" PREFORM TIE	07/25/2017	23.11
WESCO	730-8200-67906	POLE TOP PINS - 15"	08/21/2017	135.68
WESCO	730-8200-67906	POLE TOP PINS - 20"	08/21/2017	120.38
WESCO	730-8200-67906	LINE HARDWARE	08/21/2017	87.74
Total ELECTRIC CAPITAL PROJECTS FUND:				51,573.62
FIBER CAPITAL PROJECTS FUND				
NEWCOM TECHNOLOGIES INC	740-8500-67401	INDIANOLA TO NORWALK BID PROCESS	08/17/2017	2,925.00
Total FIBER CAPITAL PROJECTS FUND:				2,925.00
Grand Totals:				1,073,845.18

Board of Trustees: _____

IMU Regular Downstairs

4.B.

Meeting Date: 09/11/2017

Information

Subject

Minutes from August 21 and 28, 2017

Information

Fiscal Impact

Attachments

August 21 Special Minutes

August 28 Minutes

August 28 Special Minutes

BOARD OF TRUSTEE MINUTES
SPECIAL SESSION – AUGUST 21, 2017

The Board of Trustees met in special session at 8:00 a.m. on August 21, 2017 in the City Hall Conference Room. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Lesley Forbush, Jim McClymond, Mike Rozga, Adam Voigts and Deb White.

Communications Utility Action Items

A motion was made by White and seconded by Rozga to enter into closed session in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call the vote was, AYES: Forbush, Voigts, Rozga, McClymond and White. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

It was moved by McClymond and seconded by Rozga to return to regular session. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Meeting adjourned on a motion by White and seconded by Rozga.

Adam Voigts, Chair

Diana Bowlin, City Clerk

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – AUGUST 28, 2017

The Board of Trustees met in regular session at 5:30 p.m. on August 28, 2017 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Jim McClymond, Mike Rozga, Adam Voigts and Deb White. Absent: Lesley Forbush.

The consent agenda consisting of the following was approved on a motion by White and seconded by McClymond. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Claims list for August 21, 2017

Minutes from August 14, 2017

Salaries:

Eric Lane, from Network Service Tech, Range 19-4 \$47,808/year (includes longevity) to Lead Field Tech, Range 24-1 \$53,130/year (includes longevity) effective August 20, 2017

Jeremy Cross, Generation and Meter Tech, from Range 21-3 \$50,614/year (includes longevity) to Range 21-4 \$53,132/year (includes longevity) effective August 20, 2017

June 2017 Treasurer and Financial Reports

Electric Utility Action Items

Board Member McClymond introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Board Member Rozga seconded the motion to adopt. The roll was called and the vote was, White, Voigts, Rozga and McClymond. NAYS: None. ABSENT: Forbush. Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION NO. 2017-203
RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES
MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR,
AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND
NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND
AUTHORIZING THE EXECUTION OF THE AGREEMENT

(The complete resolution may be viewed at the City Clerk's Office)

Board Member White moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member McClymond seconded the motion and the roll being called thereon, the vote was as follows: AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously.

Board Member McClymond moved that the form of Continuing Disclosure Certificate be placed on file and approved. Board Member Rozga seconded the motion and the roll being called thereon, the vote was as

follows: AYES: White, Voigts, Rozga and McClymond. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously.

Board Member White introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$6,680,000 ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2017C, OF THE CITY OF INDIANOLA, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES", and moved its adoption. Board Member McClymond seconded the motion to adopt. The roll was called and the vote was: AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-204
A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN
AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE
ISSUANCE AND SECURING THE PAYMENT OF \$6,680,000 ELECTRIC
REVENUE CAPITAL LOAN NOTES, SERIES 2017C, OF THE CITY OF
INDIANOLA, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY
CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF
THE NOTES

(The complete resolution may be viewed at the City Clerk's Office)

Rozga moved and White seconded to approve change order #1 which provides OSI, Inc the approval necessary to revise the contract to include additional items with no additional change to the contract amount for the Electric SCADA System and Relay Replacement Project. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Electric Utility Information Items – Electric Superintendent Mike Metcalf presented the electric utility informational items.

Water Utility Action Items

It was moved by McClymond and seconded by Rozga to approve a waiver for Warren Water district to serve and IMU Customer at 15949 Johnson Street, Indianola, Iowa. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Water Utility Informational Items – Water Superintendent Lou Elbert presented the water utility informational items.

Communications Utility Action Items

Board member White introduced the following resolution entitled, "RESOLUTION APPROVING CONTRACT AND BOND WITH EXCEL UTILITY CONTRACTORS" in an amount of \$3,754.298 for the 2017 Fiber To The Home Project (construction). Board member McClymond seconded the motion to adopt. On roll call the vote was, AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-205
RESOLUTION APPROVING CONTRACT AND BOND WITH EXCEL UTILITY CONTRACTORS

(The complete resolution may be viewed at the City Clerk's Office)

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) for Indianola Municipal Utilities, Indianola, Iowa. The Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Board Member White introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Board Member Rozga seconded the motion to adopt. The roll was called and the vote was, AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chair declared the following resolution duly adopted:

RESOLUTION NO. 2017-206
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST
For the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction)

(The complete resolution may be viewed at the City Clerk's Office)

The Chair then announced that the City Clerk and the Director of Finance had opened and tabulated the bids for the public improvements described in general as the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) for Indianola Municipal Utilities, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and the Director of Finance.

Company and Address	Bid
Michels Power Neenah, WI	\$505,081.15
C.D.G. Underground Utility Contractors Davenport, Ia	\$306,321.75
Telcom Construction, Inc. Clearwater, MN	\$237,865.46
MP Nexlevel LLC Maple Lake, MN	\$254,271.35
TD&I Cable Maintenance, Inc. Lakeland, MN	\$254,651.36
Dig America, Inc. St. Cloud, MN	\$284,416.60
Excel Utility Contractors Des Moines, Ia	\$300,164.75
Communications Technologies	\$374,168.00

Des Moines, Ia

Communications Innovations
Pleasant Hill, Ia

\$299,820.89

It was moved by Rozga and seconded by White to award the contract for the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) to Telcom Construction, Inc. in an amount of \$237,865.46. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Board Member Rozga introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: McClymond, White, Voigts and Rozga. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-207

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

To Telcom Communications for the 2017 Norwalk to Indianola Fiber Optic Project (Construction)

(The complete resolution may be viewed at the City Clerk's Office)

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) for Indianola Municipal Utilities, Indianola, Iowa. The Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Board Member White introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Board Member McClymond seconded the motion to adopt. The roll was called and the vote was, AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chair declared the following resolution duly adopted:

RESOLUTION NO. 2017-208

RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

For the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement)

(The complete resolution may be viewed at the City Clerk's Office)

The Chair then announced that the City Clerk and the Director of Finance had opened and tabulated the bids for the public improvements described in general as the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) for Indianola Municipal Utilities, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and the Director of Finance.

Company and Address
Power & Tel Supply Co.
Memphis, TN

Bid
\$45,986.21

It was moved by Rozga and seconded by White to award the contract for the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) to Power & Tel Supply Company in an amount of \$45,986.21. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Board Member Rozga introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: McClymond, White, Voigts and Rozga. NAYS: None. ABSENT: Forbush. Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2017-209
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
To Power & Tel Supply Company for the
2017 Norwalk to Indianola Fiber Optic Project (materials)

(The complete resolution may be viewed at the City Clerk's office)

A motion was made by McClymond and seconded by White to approve change order #2 in an amount of \$79,881.40 for the 2017 Fiber to the Home Project (material procurement). McClymond and White withdrew their motions. It was the consensus of the Board to place this item on the September 11, 2017 Trustee agenda.

Communications Utility Information Items – Director of Telecommunications Kurt Ripperger presented the Communications Utility Informational items.

Combined Electric, Water and Communications Informational Items – no informational items were presented.

A motion was made by White and seconded by Rozga to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. On roll call the vote was, AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously.

Rozga moved and McClymond seconded to return to regular session. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

It was moved by White and seconded by Rozga to enter into closed session to discuss labor negotiations pursuant to Iowa Code Section 20.17(3). On roll call the vote was, AYES: Voigts, Rozga, McClymond and White. NAYS: None. ABSENT: Forbush. Whereupon the Chairperson declared the motion carried unanimously.

A motion was made by White and seconded by Rozga to return to regular session. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Meeting adjourned on a motion by McClymond and seconded by White.

Adam Voigts, Chair

Diana Bowlin, City Clerk

BOARD OF TRUSTEE MINUTES
SPECIAL SESSION – AUGUST 28, 2017

The Board of Trustees met in special session at 4:00 p.m. on August 28, 2017 in the City Hall Conference Room. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Lesley Forbush, Jim McClymond, Mike Rozga, Adam Voigts and Deb White.

Communications Utility Action Items

A motion was made by White and seconded by Rozga to enter into closed session in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call the vote was, AYES: Voigts, Rozga, McClymond, Forbush and White. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

It was moved by McClymond and seconded by Rozga to return to regular session. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Meeting adjourned on a motion by White and seconded by Rozga.

Adam Voigts, Chair

Diana Bowlin, City Clerk

IMU Regular Downstairs

4.C.

Meeting Date: 09/11/2017

Information

Subject

Salaries

Information

Nate Edwards, Lead Generation Operator, from Range 27-2 \$69,263/year (includes longevity) to Range 27-3 \$72,709/year (includes longevity) effective August 20, 2017

Greg Branger, Lineman Crew Chief, from Range 27-2 \$69,313/year (includes longevity) to Range 27-3 \$72,759/year (includes longevity) effective September 3, 2017

Fiscal Impact

Attachments

Edwards PCN

Brangers PCN



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Nate Edwards

Effective Date (must be at beginning of a pay period, except new hires): 8/20/17

New Hire: ☐ Rehire: ☐ Status Change: ☐ Step Increase: ☒
Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐
Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE	Lead Generation Operator	Lead Generation Operator
STATUS	FT	FT
PAY RANGE	R27-2	R27-3
PAY RATE W/OUT LONGEVITY	68,913 / 33.131	72,359 / 34.788
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	69,263 / 33.30 (\$350 long)	72,709 / 34.956 (\$350 long)
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Electric	Electric
ACCOUNT NUMBER		
FTE	1.0	1.0
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X ☐	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X ☐

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: 

Date: 8-30-2017

Human Resources: 

Date: 8/30/17

Finance (pay changes only): 

Date: 8/31/17

City Manager or GM: _____

Date: _____

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Greg Brangers

Effective Date (must be at beginning of a pay period, except new hires): 9/3/17

New Hire: ☐ Rehire: ☐ Status Change: ☐ Step Increase: ☒
Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE	Lineman, Crew Chief	Lineman, Crew Chief
STATUS	FT	FT
PAY RANGE	R27-2	R27-3
PAY RATE W/OUT LONGEVITY	68,913 / 33.131	72,359 / 34.788
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	69,313 / 34.788 (\$400 long)	72,759 / 34.980 (\$400 long)
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Electric	Electric
ACCOUNT NUMBER		
FTE	1.0	1.0
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☒	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☒

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: [Signature]

Date: 8-31-2017

Human Resources: [Signature]

Date: 9/1/17

Finance (pay changes only): [Signature]

Date: 9/5/17

City Manager or GM: _____

Date: _____

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____

IMU Regular Downstairs

5.A.

Meeting Date: 09/11/2017

Information

Subject

Turbine 7 Control Replacement Project

Information

The work for this project includes providing and installing a control system, generator excitation system, and protective relaying to replace the existing GE Speed Tronic Mark II turbine controls.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

5.A.1.

Meeting Date: 09/11/2017

Information

Subject

Public hearing on the matter of adoption of plans, specs, form of contract and estimate of costs

Information

The first item to consider is the public hearing on the matter of adoption of plans, specs, form of contract and estimate of costs. The Chair will open the public hearing for comments and then closed the public hearing.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

5.A.2.

Meeting Date: 09/11/2017

Information

Subject

Resolution adopting plans specs, form of contract and estimate of costs

Information

The next item to consider is the resolution approving the plans, specs, form of contract and estimate of cost.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Turbine 7 Control Replacement Project for Indianola Municipal Utilities, Indianola, Iowa. The Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Board Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: . NAYS: None. ABSENT: Whereupon the Chair declared the following resolution duly adopted:

RESOLUTION NO. 2017-_____
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the 7th day of August, 2017, plans, specifications, form of contract and estimate of cost were filed with the City Clerk for the Indianola Municipal Utilities, for certain public improvements described in general as the 2017 Turbine 7 Control Replacement Project for Indianola Municipal Utilities, Indianola, Iowa, and

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

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

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

PASSED AND APPROVED this 11th day of September, 2017.

ADAM VOIGTS, Chair

ATTEST:

DIANA BOWLIN, City Clerk

Meeting Date: 09/11/2017

Information**Subject**

Resolution awarding contract

Information

The final item to consider is the resolution awarding the contract for the Turbine 7 Control Replacement Project. The following bids were received on September 6, 2017 and all bidders provided the required bid security:

Company	Base Bid	Alt 1	Alt 2	Alt 3
Petrotech, Inc. New Orleans, LA	\$454,147.00	\$25,411.00	\$27,966.00	\$6,960.00
ProEnergy Services LLC Sedalia, MO	\$445,221.00	\$5,350.00	\$30,214.00	\$23,141.00
HPI-LLC Houston, TX	\$516,826.00	\$772.00	\$36,273.00	\$21,637.00

P&E Engineering and staff believe all of the bidders are qualified and capable of completing the control upgrade project. There is less than 2% difference in the base bid of the two lowest bids. P&E Engineering and staff are recommending the possibility of entering into a contract with Petrotech and ProEnergy be pursued, with a final recommendation for which proposal to accept being presented to the Board at the meeting Monday night (see memo from P&E Engineering).

Roll call is in order.

FYI - Additional information regarding the Turbine 7 (control agreement, control supplementary conditions, addendum #1, bid form and control general conditions) have been downloaded to your I-pad under Turbine 7 Information.

Fiscal Impact**Attachments**

P&E Engineering Recommendation

Resolution

Petrotech Info

ProEnergy Info

Sept. 8, 2017

Mr. Mike Metcalf
Indianola Municipal Utilities
PO Box 356
Indianola, Iowa 50125

Dear Mike,

Bids were received on Sept. 6, 2017 for replacing and upgrading the controls on Turbine 7. There were three bids received, as follows. All bidders provided the required bid security.

Bidder	Base Bid	Bid Alternate 1	Bid Alternate 2	Bid Alternate 3
Petrotech	\$ 454,147	\$ 25,411	\$ 27,966	\$ 6,960
ProEnergy	\$ 445,221	\$ 5,350	\$ 30,214	\$ 23,141
HPI	\$ 516,826	\$ 772	\$ 36,273	\$ 21,637

All of the bidders are experienced with combustion turbine control work, and the proposals all address the requirements and specifications that were included in the RFP. I believe that all of the bidders are qualified and capable of completing the control upgrade project. There is less than 2% difference in the base bid of the two lowest bids. I recommend that the possibility of entering into a contract with both of these bidders be pursued, with a final recommendation for which proposal to accept being presented to the Board at their meeting on Monday, Sept. 11.

Both Petrotech and ProEnergy requested changes in the contract language. The changes requested by Petrotech are relatively minor and I believe can be resolved. The changes requested by ProEnergy are much more extensive and a mutually acceptable resolution may not be possible in the available time. We will discuss the proposed changes and determine a response to each contractor during a meeting with the City Attorney on Friday, Sept. 8. This will give us time to explore the likelihood of being able to reach an acceptable agreement with each of the contractors prior to the board meeting.

Sept. 8, 2017

Mr. Mike Metcalf

Page 2 of 4

Bid Alternate 1 covers replacing the flame sensors. The existing sensors are the original units and almost 45 years old. Although still functional, I believe that eliminating these units will enhance the reliability and availability of the unit. ProEnergy is proposing to replace the existing sensors with comparable new units for an additional cost of \$5,350. Petrotech provided a cost to install comparable sensors for a cost of \$25,411, with a second option to convert from a hardware sensor to a software algorithm based on measured temperature at no additional cost. This software option is being utilized by MEC on a current project. I believe either option will be acceptable.

Bid Alternate 2 includes replacing all of the existing control wiring between the turbine control panels and the sensors and other devices located throughout the turbine. Although this would be a desirable enhancement, I do not consider it to be necessary. The existing wiring will be checked and tested under the scope of the base bid, and any defects that are found can be repaired or replaced under a change order. Although there is no guarantee as to the amount of extra work (if any) that will be required, I do not expect it to be comparable to the cost to replace all of the wiring. I do not recommend accepting this alternate, regardless of which contractor is selected.

Bid Alternate 3 covers an enhancement to the control interface that would allow additional capability and flexibility in storing and retrieving data and alarms related to operation of the turbine. While desirable, this capability is not necessary, especially considering the limited hours of operation that are expected from this unit. I do not recommend accepting this alternate, regardless of which contractor is selected.

Spare parts for the control system are not included in the proposed Scope of Work. ProEnergy offered an alternate price of \$29,580 for recommended spare parts. Petrotech did not provide a price for recommended spare parts. Most of the components in the new control system are readily available through local suppliers, and I do not recommend keeping spares on site. However, there may be some parts identified later that will be recommended for purchase. I do not recommend including any spare parts in the Contract.

Both proposals include on-site training for IMU personnel in the operation and maintenance of the new control system (as required by the specifications), but do not include separate training specific to the Basler excitation system that will be incorporated into the controls. ProEnergy offered an alternate price of \$13,800 for 5 days of training provided by Basler personnel. Petrotech did not provide a price for exciter specific training. While the exciter is an important part of the

Sept. 8, 2017

Mr. Mike Metcalf

Page 3 of 4

system, I do not think that a separate training class is needed. I do not recommend including any additional Basler specific training in the Contract.

ProEnergy offered an optional 3 year extension of their standard 1 year warranty for \$4,500. Petrotech did not include pricing for an extended warranty, but do offer ongoing telephone support at no additional cost. Although this is a relatively low cost option (if ProEnergy is selected), I do not recommend purchasing it at this time. Considering the limited operating time that is expected and the anticipated reliability of the new system, I recommend that the purchase of an extended warranty be deferred.

My estimate of the probable value of the Contract was \$350,000. After further review of the scope of work and the information provided with the proposals, I believe the proposals are reasonable, and that the higher cost is justified by the relaying and SCADA work that is included in the project.

I will provide a final recommendation for accepting the proposal from either ProEnergy or Petrotech at the board meeting. For either option the contract amount will be approximately \$450,000. A copy of the project Executive Summary provide by both bidders is attached to this letter.

The Contract requires substantial completion of the work in 143 calendar days (about Feb. 10), with liquidated damages if the completion date is delayed and an incentive payment of \$350/day if the project is completed early. The maximum incentive payment is \$21,000, corresponding to completion 60 days ahead of the schedule.

The following work related to the control upgrade is not included in the Contract and will be the responsibility of IMU to complete.

1. Concrete pad and conduits for the new exciter power transformer
2. Primary (13 kV) cable from the turbine enclosure to the new exciter power transformer
3. Design and drawing preparation to connect the black start generator unit to the new SCADA system
4. Removal of the existing SCADA RTU in the black start building, and existing wiring between the black start building and the turbine
5. Installation of fiber optic and control cables between the black start building and the turbine
6. Develop settings for the new protective relays; set and test the relays (using an independent testing contractor)

Sept. 8, 2017

Mr. Mike Metcalf

Page 4 of 4

We are investigating the possibility of using a different type of exciter transformer that may be less expensive and may have a shorter delivery time than what was specified in the RFP (and included in both of the proposals). If feasible, this change will be incorporated in a change order, and may result in a minor reduction in the value of the contract.

Please let me know if you have any questions or would like to discuss any aspects of this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Allan Powers".

Allan Powers, P.E.

cc Chris Longer
Diana Bowlin



Petrotech, Inc.
151 Brookhollow Esplanade
New Orleans, Louisiana 70123
USA

Phone: (504) 620-6600
Fax: (504) 620-6601
info@petrotechinc.com
petrotechinc.com

OFFICE OF CITY CLERK

SEP 06 2017

INDIANOLA, IOWA

September 5, 2017

17-0277 Petrotech Executive Summary

REF: Request for Quotations for Turbine 7 Control Replacement Project

Petrotech is pleased to offer our proposal to upgrade the GE Frame 5 turbine control package for Indianola Municipal Utilities. Based on our extensive experience retrofitting every type of gas turbine, we have put together a comprehensive proposal for the upgrade of the GE Speedtronic Mark II controller. This proposal is turnkey, and will include all services required for design, fabrication, testing, installation, commissioning, and training. All of these services will be provided by Petrotech Personnel without using any subcontractors. Petrotech is ISO9001 certified and also has an Electrical Contractor license in the state of Iowa (Registration No. EL-089256-EC).

Petrotech has over 40 years of experience in the turbomachinery controls business and has retrofitted every type of gas turbine in both power generation and mechanical drive. We have completed over 200 GE Frame 5 Control System upgrades on all major PLC platforms, including Rockwell. Petrotech has the turnkey capability to perform all of the engineering, manufacturing, installation, commissioning, and training required to complete your project. We have successfully delivered over 2000 systems accounting for over 8 million of running hours making us the trusted experts in this field. Please see the attached partial list of references.

Petrotech Turbine Fuel Regulator (TFR) and Sequencing & Protection Application for the GE Frame 5 Generator Drive will be integrated into an AB PLC Platform. Petrotech software is developed using the concept of open architecture where IMU will have access to all the logic for



Fuel Regulation, sequencing and protection, I/O configuration, alarms configurations, communications, set-points, etc. throughout the life of the control system. Additionally, Petrotech offers 24/7 telephone support for all of our installations free of charge.

The Petrotech provided Control System contains a Critical Function Redundancy (CFR) Assembly. This consists of redundant hardwired shutdowns for Over-Speed, Over-Temperature, and Main PLC Watchdog to ensure a safe shutdown of the gas turbine in case of the unlikely failure of the controls. The HMI application will be based on the latest FactoryTalk Platform at the time of award that meets IMU specifications and requirements. The generator excitation system will be upgraded to a new Basler DECS-400 system, and two (2) SEL-700G protection relays will be incorporated into the control system. The existing RTU will also be replaced with a combination of SEL components, including an SEL-3530 (RTAC), SEL-2440 (DPAC), and SEL-2411. The existing SEL-735 meter will be reused by the new control system. All other control components will be retained and reused including F&G system and some Generator Metering equipment. Sensors, fuel valves, and igniters will also be reused. Also note that our plan is to reach substantial project completion with the unit back in service 30 days earlier than required by the contract.

Our proposal meets or exceed the IMU specifications as clarified by the attached response to specifications.

We appreciate the opportunity to bid on this project and we are available to answer any questions about the scope and/or our capabilities. We look forward to working with the Indianola Municipal Utilities project group in completing the upgrade of this system.



2001 ProEnergy Blvd
Sedalia, Missouri 65301

OFFICE OF CITY CLERK
660.829.5100 office
660.829.1160 fax

SEP 06 2017

INDIANOLA, IOWA

September 6, 2017

Attn: Mike Metcalf, Electric Superintendent
Indianola Municipal Utilities
111 South Buxton Street
Indianola, IA 501125

Ref: ProEnergy's Proposal for Turbine 7 Controls Replacement Project

Dear Mr. Metcalf,

ProEnergy is pleased to submit our offer for the above referenced project for the replacement of the controls for Frame 5 turbine, AVR system, protective relays and RTU systems.

ProEnergy has provided a fully compliant proposal based on the technical and commercial specifications Indianola Municipal Utilities (IMU) has provided. As requested ProEnergy has also provided the requested options with our proposal.

ProEnergy is an integrated service company with broad domestic and international experience. Established by a dedicated group of seasoned energy professionals, ProEnergy provides a broad spectrum of services to the global energy industry in response to a growing need for a cost-effective, safe, reliable service. ProEnergy Services has offices in Missouri, Colorado, Texas, Canada, Panama, Venezuela, Brazil, Chile, Mexico, Argentina, Angola and Pakistan to support worldwide operations.

ProEnergy has also recognized that this project will be conducted at an accelerated schedule. ProEnergy is uniquely qualified to handle this schedule as we maintain a "Fast Track" business unit within the company. This unit specializes in working with projects that require a quick turn-around. As an example of ProEnergy performance work we are enclosing a copy of a successful Fast Track project for NALCOR.

ProEnergy has completed a number of Frame control upgrades comparable in scope to this project. However it is our experience each installation has its unique set of properties. We have outlined our engineering procedure for addressing these issues in our proposal but to summarize:

- 1) ProEnergy will conduct a kick-off meeting with a project manager and project engineer to collect/confirm the assets at the plant.
- 2) ProEnergy will develop and submit for review and approval a design package based on the data collected and from experience of other similar sites. Information on proposed HMI, AVR, RTU and relay replacements will be included in the package
- 3) ProEnergy will provide a time slot to review in detail comments from IMU on the submitted package due to the accelerated schedule we need to restrict this turn-around time to 15-days to insure delivery of critical parts.
- 4) ProEnergy will schedule a 5-day FAT session

- 5) ProEnergy has increased the number of on-site personnel to insure all the work is completed within the allotted 146-days for this project.
- 6) ProEnergy employs **Subject Matter Experts SMEs** in each of the required fields of turbine controls, excitation controls and relays which insures that the project will be engineered correctly and completed on time.

As a company specializing in power turbines, ProEnergy has the unique position to offer IMU the mechanical support that this project will require to be completed. In the course of inspecting the IMU facility it was noted that the clutch had undergone extensive damage. At some point this clutch will either need to be repaired or replaced. ProEnergy has the in-house facilities to repair the unit first but in the event that the clutch needs to be replaced, ProEnergy's mechanical group will be able to perform the work directly under the supervision of this project. ProEnergy will be able to insure that this phase of the project is completed on-time and at a very competitive price.

ProEnergy has had extensive experience servicing Frame 5 units, control retrofits, mechanical overalls and inspections. We have performed this work both domestically and internationally. We have provided two of our customers from our customer list that may be contacted. We were made aware that the addition of the historian has been removed from the scope of work, however in the event that IMU decides to add this to the project scope we have provided a contact that can provide. We look forward to working with Indianola Municipal Power on this project. Please contact should you require any additional information or clarification.

Sincerely,

Ron Weiss

Ron Weiss
VP of Business Development
Office: 660-829-5100
Cell: 618-979-0389

or

Nathan Wells

Nathan Wells
Account Manager
Office: 660-829-5100
Cell: 573-619-3985

The Chair then announced that the City Clerk and the IMU Electric Superintendent had opened and tabulated the bids for the public improvements described in general as the 2017 Turbine 7 Control Replacement Project for Indianola Municipal Utilities, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and the IMU Electric Superintendent.

Company	Base Bid	Alt 1	Alt 2	Alt 3
HPI-LLC Houston, TX	\$516,826.00	\$772.00	\$36,273.00	\$21,637.00
Petrotech, Inc. New Orleans, LA	\$454,147.00	\$25,411.00	\$27,966.00	\$6,960.00
ProEnergy Services LLC Sedalia, MO	\$445,221.00	\$5,350.00	\$30,214.00	\$23,141.00

It was moved by _____ and seconded by _____ to award the contract for the 2017 Turbine 7 Control Replacement Project to _____ in an amount of \$_____. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Board Member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2017-_____

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

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

Section 1. The bid of _____ in the amount of \$_____ for the 2017 Turbine 7 Control Replacement Project for Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 11th day of September, 2017, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The IMU Electric Superintendent and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the Board of Trustees until approved by the Board.

PASSED AND APPROVED this 11th day of September, 2017.

ADAM VOIGTS, Chair

ATTEST:

DIANA BOWLIN, City Clerk

Article	Petrotech requested revision	Comments and suggested response
Sections 00700 and 00800, General Conditions as modified by Supplementary Conditions 6.20(a)	Replace with the following: Notwithstanding any provision to the contrary, each Party shall indemnify the other from any consequential, incidental, indirect, special or punitive damages arising out of the Work whether based upon lost goodwill, lost revenue or anticipated profits, interest, loss of use, or work stoppage whether or not loss or damage is based on contract, warranty, negligence, indemnity, tort, strict liability or otherwise, including any such damages or losses resulting from business interruption or lost profits.	Seems to be a reasonable requirement for reciprocal indemnification, but I must defer to Amy
	Section 13300 - General Provisions Add the following at the end of the paragraph: In no event shall liquidated damages exceed 5% of the total contract value. 1.2.A	I would agree to limit liquidated damages to 5% or about \$22,000.

Article	ProEnergy requested revision	Comments and suggested response
Section 00300 - Bid Form		
2.01	At the beginning, insert: "On the condition of Owner's acceptance of the exceptions stated in the Bid,".	No change needed
3.01(1)	At the beginning, insert: "On the condition of Owner's acceptance of the exceptions stated in the Bid,".	No change needed
Section 00520 - Agreement		
4.01	Delete	ProEnergy wants to delete all reference to "Time of the Essence". They claim that this allows IMU to declare the contractor is in default if they are even one day late in meeting a timeline requirement. The causes for terminating the contract are given in 15.02 of Section 700 General Conditions. I do not see any need to delete the "Essence" references.
6.02A)(1)(a)	Delete 95 and insert 100. A payment bond will be in place so retention will not be necessary.	Iowa Code 573.12 says the public corporation SHALL retain not more than 5% of the amount due. Does this require some amount of retention, or is payment of the full amount allowed? Even if it is allowed, would it be prudent to pay the full amount? Does the payment bond adequately protect IMU if retainage is not withheld?
6.02A)(1)(b)	be necessary.	Same as 6.02A)(1)(a)
Sections 00700 and 00800, General Conditions as modified by Supplementary Conditions		
5.03.C	Make this provision mutual	Based on phone call, ProEnergy wants assurance that IMU has adequate insurance coverage to protect ProEnergy from any loss due to anything that IMU is responsible for.
5.03.D	Make this provision mutual	Same as 5.03.C
5.03.E	Make this provision mutual	Same as 5.03.C
5.05	This provision should mirror that required of Contractor in 5.04.	This paragraph allows (but does not require) IMU to purchase liability insurance to cover the project. ProEnergy is asking for the coverage to be mandatory and to ensure that the insurance will cover any loss incurred by ProEnergy that is IMU's responsibility.
5.06.A	In the first sentence, delete "Contractor" and insert "Owner". At the end of the first sentence, insert "to the extent Contractor is responsible for resulting damage".	See Supplementary Conditions. Requires ProEnergy to carry property insurance to cover the contract work. ProEnergy asks that this insurance be provided by IMU. My understanding is that this only covers the property that is supplied by ProEnergy. I think it should remain ProEnergy's responsibility but clarify that it covers only the materials they are providing.

6.10.B	Delete and replace with the following: "The contract price does not include State or Local Sales and Use Taxes. Contractor will invoice Owner for such taxes which Owner shall pay."	See Item 3 in Addendum No. 1. My understanding is that the tax on material to be incorporated into the project must be paid by the Contractor (ProEnergy) and included in the bid price. The proposed wording should not be accepted.
6.17.G	At the end, insert "or the result of an error or mistake of Owner or Engineer".	See Supplementary conditions. This section already says 'beyond the control of the Contractor'. I would not object to adding the additional wording, but don't think it is necessary.
6.19.A	Delete second sentence.	This section says the Contractor's warranty is to IMU, but P&E can also rely on that warranty. I do not think the sentence should be deleted.
6.20.A	Delete "including loss of use therefrom".	I don't see why this should be deleted.
6.20.D	Insert the following as a new Section 6.20.D: Except to the extent covered by insurance under any policies required under this Agreement, in no event shall Contractor be liable for any claim, whether based in contract or tort, including the negligence of Contractor, in an amount in excess of the price for the Work. Under no circumstances shall Contractor be responsible for any indirect, punitive, special, incidental or consequential damages including, but not limited to loss of use, downtime, loss of profits or revenue.	It seems the contractors liability would be limited to the required insurance coverage (\$4M), and would not include loss of use of the turbine. I do not think this limitation should be accepted.
6.20.E	This provision should mirror that required of Contractor in 6.20.A.	ProEnergy is asking for reciprocal indemnification language. This seems reasonable to me, but must defer to Amy.
6.20.F	This provision should mirror that required of Contractor in 6.20.B.	Same as 6.20.E
7.02.C	Insert the following as a new Section 7.02C: Owner shall ensure each of its other contractors cooperate with Contractor and not unreasonably interfere or delay Contractor.	I agree.
11.01.B.6	Insert the following as a new Section 11.01.B.6: 6. State or Local Sales and Use Taxes	See 6.10.B
12.03.A	Delete and replace with the following: Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, Contractor shall be entitled to an equitable adjustment in the Contract Price	12.03.B allows adjustment of both time and cost if delay is caused by Owner, but 12.03.C limits adjustment to only time if delay is caused by event beyond control of either Contractor or Owner. ProEnergy wants an adjustment in price for any delay for events not under their control. I do not recommend making the change.
12.03.C	Delete	Same as 12.03.A

Insert the following as a new Section 13.07.F: Section 13.07 sets forth the exclusive remedies for all claims based on failure of or defect in the Work whether the failure arises before, during or after the warranty period and whether said claim is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. NO IMPLIED, STATUTORY, OR COMMON LAW WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY.

This seems overly broad, and could exclude ProEnergy from any liability for damage to the turbine due to a failure or defect in their controls. They are certainly providing a warranty that the control system is fit for application on the turbine.

13.07.F

14.02A.3 Delete

Retainage - See 6.02A)(1)(a)

14.04.E Delete

Give IMU the right to exclude ProEnergy from site after the project is complete. I don't see why this should be objectionable.

14.05 Delete

I agree - partial utilization is not appropriated for this contract.

Delete and replace with the following: The balance of the amount due the successful bidder will be paid not later than 20 days from after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, subject to the conditions and in accordance with the provisions of Chapter 384 and 573 of the Code of Iowa.

The contract requires final payment cannot be made earlier than 31 days after final acceptance to allow the required 30 days for filing claims (Code 573.10), and this section should not be deleted. We could add a maximum time for payment after the final invoice is submitted, but 14.02.C already says that all payments are due 10 days after Engineer's recommendation for payment is submitted to IMU.

14.07.C.1

Section 13300 - General Provisions

1.1.B Delete

'Time is of the essence' - same as 4.01

Delete "time is of the essence as stated in Paragraph 1.1.B above and that".

There is no Section 4.02 in Section 13300. At the end, insert "The total liquidated damages payable by Contractor shall not exceed \$21,000.00 in the aggregate."

'Time is of the essence' - same as 4.01; Section 4.02 should be 1.1.C; I would agree to limit liquidated damages to \$21,000.

1.2

Meeting Date: 09/11/2017

Information**Subject**

Resolution approving a professional services agreement with Downing Construction Inc. as the Construction Management Services Agent for the construction of a new line shop building to include support offices

Information

In your packet is a resolution and agreement that provides Downing Construction as the Construction Management Services Agent for the construction of a new line shop building to include support offices. The planned site is located approximately in the 1300 block of East Iowa Avenue and the new complex is approximately 15,800 s.f. and will house IMU trucks and equipment as well as electric operation offices.

The Construction Manager Agent (CMA) shall serve as the Owner's principal agent in providing the services described in the RFP (packet). IMU will ultimately enter into multiple prime contract(s) with one or more Contractors for the design and construction of the facility.

The RFP was posted on the web site, Iowa League of Cities Web Site and facebook. One bid (see packet) was received on August 24, 2017 and the contract costs associated with the construction of the new line shop includes:

Phase one - Pre-construction/design Phase (4 months)	\$48,000.00
Phase two - contractor bidding and award (2 months)	\$22,000.00
Phase three - construction and close-out (5% of construction)-based on a project cost of \$1.5 to \$1.8 million (5-6 months)	\$87,500.00 (estimated)
Total	\$157,500.00

The \$157,500.00 is a budgeted item.

Roll call is in order.

Fiscal Impact**Attachments**

Resolution
Downing Const Proposal
Professional Service Agreement
Insurance
RFP

RESOLUTION NO. 2017-_____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH DOWNING CONSTRUCTION AS THE
CONSTRUCTION MANAGEMENT SERVICE AGENT
FOR THE CONSTRUCTION OF A NEW LINE SHOP BUILDING TO
INCLUDE SUPPORT OFFICES**

WHEREAS, the Indianola Municipal Utilities, Indianola, Iowa, is in need of engaging a firm for Construction Management Services to support the site selection, planning, design and construction of a new line shop building to include support offices for the Indianola Municipal Utilities (hereinafter referred to as “Services”); and

WHEREAS, the Indianola Municipal Utilities, Indianola Iowa, has solicited proposals for said Services; and

WHEREAS, after review of the proposals the IMU Board of Trustees believes it to be in the best interest of the Indianola Municipal Utilities to engage Downing Construction Inc. of Indianola, IA to perform the Services; and

WHEREAS, it is the determination of the IMU Board of Trustees that the Indianola Municipal Utilities should enter into a Professional Services Agreement with Downing Construction Inc. in the form attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the IMU Board of Trustees of the City of Indianola, Iowa, that:

1. The Professional Services Agreement with Downing Construction Inc. for the Services is in the public interest of the citizens of the Indianola Municipal Utilities and is hereby approved.
2. The Chair is authorized and directed to execute the Professional Services Agreement on behalf of the Indianola Municipal Utilities and the City Clerk is authorized and directed to attest to the signature.

PASSED this 11th day of September, 2017.

Adam Voigts, Chair

ATTEST:

Diana Bowlin, City Clerk



DOWNING



September 1, 2017

Indianola Municipal Utilities
Attn: Mike Metcalf
110 North 1st Street
Indianola, IA 50125
mmetcalf@indianolaiowa.gov

Dear Mr. Metcalf:

Thank you for your interest in Downing Construction, Inc. as Construction Manager Agent for the New Line Shop Building with Support Offices project. We are honored to be considered for such an important project for the future growth of the Indianola community. We couldn't be more excited to have the opportunity to work with you and the rest of the team. In any given year, there are only a handful of projects that have the potential to have a profound and direct impact on the overall success and growth of our community. We at Downing would be honored to be selected as your construction partner and ultimately contribute to the success of this profound impact for our community.

In our 50 years of business, Downing has experienced many successes in construction of a wide variety of project types, for a wide variety of clients, and a wide variety of contract delivery methods. Our flexibility to work with the wants/wishes of our clients is something we pride ourselves in being able to deliver on a day to day basis. We are a design-build contractor at our core and we utilize our experience of leading the design-build process to pro-actively identify and quickly address the critical path to successful completion of our client's projects. Our project diversity and experience in more than just general contracting makes us a valuable construction management agent partner. At Downing, we focus heavily on building a positive and trustworthy relationship with our clients early on in the pre-construction process. We feel strongly that the entire team will be the most successful when strong relationships are established before the first wall is demolished or the first footing is poured. We pride ourselves in being the best asset to our clients and we believe this is proven with nearly 90% of our work being negotiated work in either repeat or referral based business.

Thank you again for your interest in Downing. I have included a formal response to the remainder of your RFP that is itemized per your request as well as some additional information on Downing for your review. Please feel free to reach out to me with any question you may have about our response and/or services. I look forward to hearing from you soon.

Respectfully Submitted,
Downing Construction, Inc.

Justin Brown

Justin Brown, Partner



3. Consultant Contact through Selection:

1. Justin Brown, Partner
2500 West 2nd Avenue
Indianola, IA 50125
515-202-3129

4. Qualifying Statements:

1. Downing Construction, Inc. has reviewed the RFP carefully and is in agreement that if selected as the CMA for this project, will strictly adhere to the terms listed within the RFP.
2. Downing Construction, Inc. has a form of contract for CMA services that we would like to use and have provided that copy of the contract for your review as part of the this response.

5. Identification of Sub-Consultants:

1. At this time, no sub-consultants have been engaged to participate in this response. All consultants required for design of the project will be subject to an RFP process managed by Downing Construction, Inc.



DOWNING
— OVER 50 YEARS —

6. Statement of Qualifications

Safety:

1. Current OSHA 300 log
 - a. Copy of current OSHA 300 log is attached for your reference
2. Current EMR
 - a. EMR is currently 1.0.
3. Current TRFR
 - a. $0 = \frac{0 \times 200,000 \text{ hours}}{57,113}$
4. Current employee safety program is available upon request and at our website at www.downingconstruct.com.

Background Information:

1. Company profile
 - a. Downing Construction, Inc.
2500 West 2nd Avenue, PO Box 196
Indianola, IA 50125
 - b. Denis Frischmeyer, Partner/President
Justin Brown, Partner/Vice President
Joe Butler, Partner/Vice President
 - c. Downing was incorporated in 1966 and recently celebrated 50 years of business.
2. Company capacity and projected volume of work
 - a. Downing has been in a strong growth pattern the last 3 years and is continuing to see this growth. A snapshot of the past few years and projection for 2017 is as follows:
 - i. 2015: \$24,000,000 in revenue
 - ii. 2016: \$32,000,000 in revenue
 - iii. 2017: \$42,000,000 in revenue (projected)
 - iv. 2018: \$48,000,000 in revenue (projected)
 - b. While Downing has grown significantly over the past 3 to 5 years, we have grown at a rate that is manageable and very deliberate and intentional. We are very selective as to which projects and clients we work with to insure that our growth is sustainable long beyond just the short term.



DOWNING
— OVER 50 YEARS —

3. Company philosophy and core values

a. At Downing, we measure our success by the individual successes of those we are blessed to interact with on a day-to-day basis. We believe this idea speaks to the relationships we foster during the construction of our projects. Whether that relationship is with our clients, our consultants, or our subs/suppliers, the creation of those meaningful and honest relationships is what Downing is, and always will be, built on. Our core values are the foundation to our existence and the relationships we establish are the building blocks to our success.

b. Downing Core Values

- i. Dependable
- ii. Passionate
- iii. Trustworthy
- iv. Honest
- v. Committed
- vi. Accountable
- vii. Integrity

4. Company mission statement

a. We define our mission differently than a traditional mission statement and ultimately focus on three ideals that are unique to Downing. Each employee at Downing focuses on these three unique ideals in everything they do each day.

- i. We invest in our core values
- ii. We provide a single source solution
- iii. We view things from an Owner's perspective

5. Typical self-perform work

- a. Wood frame construction
- b. Misc. carpentry items, i.e., blocking, specialty installation, etc.

6. Construction trades that firm is signatory with

- a. Not applicable/None.



7. IMU Line Shop Project Team:

1. Proposed team members (Resumes and current commitments attached)
 - a. Ross Dix, Director of Pre-Construction
 - i. Roles/Responsibility: Lead for Pre-Construction and Design Phase, lead contact with value engineering/budget control, lead for creation of bid packages
 - b. Josh Staudt, Project Manager
 - i. Roles/Responsibility: Lead for Contractor Bidding and Award Phase and well as Construction and Closeout Phase.
 - c. Bart Starr, Superintendent
 - i. Roles/Responsibility: On site project oversight during Construction and Closeout Phase., schedule management and product procurement, and team lead on safety.
 - ii. Physical Location: Project job trailer (100%)
 - d. Resumes
 - i. Individual resumes are attached

8. Similar Projects:

1. Provide a description of similar projects including names and current phone numbers of references for listed projects.
 - a. All State Industries – Plastics Building, West Des Moines, IA
 - b. Pioneer Corn Research Center – Dallas Center, IA

9. Projects for Public Agencies:

1. Provide a list of your firm's experience providing public agencies with CM and GC services
 - a. Panorama City Hall – General Contractor, Lisa Grossman 641-755-2164
 - b. IMU East Iowa Maintenance Building – General Contractor, Todd Kielkopf 515-681-1297
 - c. IMU Office Remodel – Construction Manager, Todd Kielkopf 515-681-1297



DOWNING
— OVER 50 YEARS —

10. Project Understanding and Approach

1. Downing will manage the entire pre-construction and construction process
 - a. Pre-Construction Services
 - i. We believe that pre-construction is one of the most critical parts of any project. Justin and Ross both have extensive experience in working with designers and owners through the pre-construction process. Our belief is simple. The more work we can do up front to coordinate and clarify items before the first piece of equipment hits the site, the better the project will run. Justin and Ross will work side by side with the design team to determine feasibility and constructability related items in a timely fashion to keep the project quality, cost, and schedule in line with the Owner's expectations.
 - b. Collaboration with the Architect
 - i. Ross will collaborate with the design team and Owner through the design process by hosting weekly or bi-weekly design meetings with the appropriate team members. Downing will facilitate the agenda and meeting minutes for these design meetings. Our experience at leading the design on a large number of projects shows that having Downing as the facilitator/note taker of these meetings provides an even more in depth understanding of the design intent. We feel this approach allows us to provide more accurate bid packages resulting in better pricing, better suggestions based on specific design/material suggestions of the design team, and creates a smoother transition from pre-construction to construction management once the project is ready to begin.
 - c. Control of the Project Budget
 - i. At Downing, we utilize a large data base of historical data and a select group of subcontractors/suppliers to assist with preliminary budgeting. These prime contractors/suppliers have a good understanding of the nature of our initial requests for preliminary budgeting and understand that in no way are they guaranteed work by assisting with budgeting. We do find that many times, the groups that we engage early in the process are the ones that find ways to be creative and utilize their experiences to think outside of the box should budget constraints become a challenge. Should the need for value engineering arise, Downing would work with our prime contractors/suppliers to provide voluntary alternate products or designs that could help reduce the overall budget. It is important to do this after the first round of budgeting to insure that design time/expenses leading up to the 75% set don't end up being duplicated and in turn creating more of a budget concern.



DOWNING
— OVER 50 YEARS —

- ii. During development of the 75% to 90% set of drawings that will be used for round 2 of construction budget update, we generate detailed scopes of work that will be utilized for packaging of the prime bidding of the CD documents. These scopes of work are utilized to provide a clear and concise of our expectations for bidders and what they should be including in their proposals. We believe strongly that these scopes of work help reduce possible scope gaps and eliminate, or drastically reduce, the potential risk for budget blows. We would again utilize our historical data and select prime contractors/suppliers to assist with the 2nd budget update. Concurrent to the completion of the CD's, Downing would solicit and prequalify the appropriate contractors to solicit bids from. Plans will be available to the public for bid, but we feel it is important to identify gauge interest of qualified bidders prior to simply publishing for the public to bid on. In order to protect the best interest of the Owner, Downing will work diligently to procure a minimum of three (3) bids for each prime bid package. While 3 bids minimum is the goal, Downing will most importantly focus on providing the right bids from the right contractors that can perform the work to the level of quality that is expected and in the time frame that is provided to complete the work.
 - iii. At completion of the CD package, Downing will submit plans and specifications as well as scope of work documents to the prime contractors and planrooms for bid. After careful review with the entire team, selections will be made for whom to award contracts to.
- d. Construction Management
- i. During construction, our management team will hold weekly owner/architect/contractor (OAC) meetings to help keep our owners up to date on what is happening on the site as well as to inform them of upcoming decisions that need to be made to keep the schedule moving. These meetings also serve as our opportunities to review the project progress, identify any potential quality issues that may need resolved, discuss overall schedule, and review upcoming requirements needed from the design team to keep the project on track.
- e. Schedule Management
- i. Downing will hold weekly onsite foreman meetings that are led by our project superintendent. These meetings serve as an opportunity for the prime contractors, to get together and talk about the duties each group is performing. We find that many potential issues are ironed out in these meetings before they ever become issues in the field. The result of these meetings is less downtime on the project as the items that have the potential to cause delays are able to be identified more quickly.



DOWNING

— OVER 50 YEARS —

f. Change Management

- i. Downing utilizes a change log system to track any potential changes due to unforeseen conditions, owner requests, or possible design discrepancies. This document is reviewed at the OAC meetings. We also utilize this process to track potential cost saving measures through VE and buyout.

g. Project Closeout

- i. Downing utilizes a series of punch list walk throughs prior to performing the official punch list with the Owner at completion of the project. The utilization of Bluebeam Revu to document each location of a repair item with not only words, but a picture and contractor identifier tag have proven to be incredibly successful for our team to track and manage the closeout process. Josh and Bart will provide all closeout documentation and operation/maintenance manuals to the Ownership group at completion of the project. Downing is also accustomed to simply being available as needed to help assist Owners with their move in. We understand that a lot has to happen in those few short days/weeks leading up to the opening of a new building and we strive to be there to help in whatever way we possibly can to make that transition a smooth one.



DOWNING
— OVER 50 YEARS —

11. Scope of Services

- a. Preconstruction/Estimating
 - i. Downing utilizes excel to provide a framework for the budget at each stage of the design development of the drawings as well as to provide an easy to follow value engineering option list.
- b. Schedule control
 - i. Downing utilizes Suretrak scheduling software to manage the CPM schedule for the project. In addition, Downing provides 3 week look ahead schedules in an excel spreadsheet format that is simple and easy for everyone to follow along with.
- c. Safety consulting and monitoring
 - i. Downing would enroll this project with the MBI Worksafe program.
- d. Project management software
 - i. Downing will utilize Procore for the project management software for this project.
- e. Quality control
 - i. Downing utilizes BlueBeam and or Procore software to provide documentation for periodic walk through punch lists/quality checks that allow for easy distribution and follow through of completion/correction.
 - ii. On site pre-installation meetings with subcontractors are implemented whenever possible.
- f. Project closeout
 - i. Downing utilizes BlueBeam and/or Procore software to provide documentation of the Architect punch list. This software allows us to provide a location on the plan, a picture of the issue along with a description, and allows us to tag the responsible subcontractor/supplier for easy sorting and management of the punch list completion.

12. Proposed Project Schedule

Act ID	Description	Orig Dur	Activity Start	Activity Finish	2017					2018						
					AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
IMU Line Shop																
PRECONSTRUCTION																
Contract Award																
1110	RFP submittal by Consultants	0	05SEP17		◆ RFP submittal by Consultants											
1580	Review RFP - Interviews if needed	4	05SEP17	08SEP17	■ Review RFP - Interviews if needed											
1590	IMU Board Meeting - Selection	0	11SEP17		◆ IMU Board Meeting - Selection											
1600	Award Contract to CMA	0	12SEP17		◆ Award Contract to CMA											
Design																
1610	Create RFP Docs for Design Team	3	12SEP17	14SEP17	■ Create RFP Docs for Design Team											
1620	Issue RFP Docs for Design Team	15	15SEP17	05OCT17	■ Issue RFP Docs for Design Team											
1630	Review RFP Reponses for Design Team	2	06OCT17	09OCT17	■ Review RFP Reponses for Design Team											
1640	Issue Contracts for Design Team	5	10OCT17	16OCT17	■ Issue Contracts for Design Team											
1660	Schematic Plan Design	5	17OCT17	23OCT17	■ Schematic Plan Design											
1650	Update Site Survey	5	17OCT17	23OCT17	■ Update Site Survey											
1670	50% Design Development Drawings	5	24OCT17	30OCT17	■ 50% Design-Development Drawings											
1720	Preliminary Site Plan Drawings	10	24OCT17	06NOV17	■ Preliminary Site Plan Drawings											
1680	100% Design Development Drawings	5	31OCT17	06NOV17	■ 100% Design Development Drawings											
1690	50% Construction Drawings	5	07NOV17	13NOV17	■ 50% Construction Drawings											
1730	Final Site Drawings	10	07NOV17	20NOV17	■ Final Site Drawings											
1700	95% Construction Drawing Review Set	5	14NOV17	20NOV17	■ 95% Construction Drawing Review Set											
1710	100% Construction Drawing Set	5	21NOV17	28NOV17	■ 100% Construction Drawing Set											
1800	Update Footing Plan - PEMB Reactions	5	07FEB18	13FEB18	■ Update Footing Plan - PEMB Reactions											
City Approvals																
1080	City Review of Drawings	10	29NOV17	12DEC17	■ City Review of Drawings											
1090	Permit Approved	0	13DEC17		◆ Permit Approved											
Budget Control and Bid Procurement																
1120	Provide Schematic Design Budget	10	24OCT17	06NOV17	■ Provide Schematic Design Budget											
1740	Provide Design Development Budget	19	07NOV17	04DEC17	■ Provide Design Development Budget											
1750	Provide 50% Construction Document	10	14NOV17	28NOV17	■ Provide 50% Construction Document Budget											
1760	Create Prime Contractor Bid Packages	15	14NOV17	05DEC17	■ Create Prime Contractor Bid Packages											
1780	Finalize Bid Packages and Plan Review	5	06DEC17	12DEC17	■ Finalize Bid Packages and Plan Review											
1770	Issue Drawings and Bid Packages for	0	13DEC17		◆ Issue Drawings and Bid Packages for Bid											
1050	Prime Contractor Bidding Phase	20	13DEC17	11JAN18	■ Prime Contractor Bidding Phase											
1060	Review Bids and Present Pricing	2	12JAN18	15JAN18	■ Review Bids and Present Pricing											
1070	Selection of Prime Contracts	1	16JAN18	16JAN18	■ Selection of Prime Contracts											
1100	Issue Prime Contracts	5	17JAN18	23JAN18	■ Issue Prime Contracts											
CONSTRUCTION																
Submittals																
1790	Start Submittal Process	0	24JAN18		◆ Start Submittal Process											
1510	MEP Submittals	10	24JAN18	06FEB18	■ MEP Submittals											
1520	PEMB Footing Reactions	10	24JAN18	06FEB18	■ PEMB Footing Reactions											
1140	Utility Submittals	10	24JAN18	06FEB18	■ Utility Submittals											
1130	Rebar Shops	10	14FEB18	27FEB18	■ Rebar Shops											
Lead Time																
1530	PEMB Delivery	60	24JAN18	17APR18	■ PEMB Delivery											
1150	Utility Material	20	07FEB18	06MAR18	■ Utility Material											
1540	MEP Materials	40	07FEB18	03APR18	■ MEP Materials											
1200	Rebar Material	5	28FEB18	06MAR18	■ Rebar Material											
Site Work																
1810	Start Construction	0	12MAR18		◆ Start Construction											
Start date	05SEP17															
Finish date	30AUG18															
Data date	05SEP17															
Run date	04SEP17															
Page number	1A															
© Primavera Systems, Inc.																
Downing Construction, Inc. IMU Line Shop				■ Early bar												
				■ Progress bar												
				■ Critical bar												
				— Summary bar												
				◆ Start milestone point												
				◆ Finish milestone point												

Act ID	Description	Orig Dur	Activity Start	Activity Finish	2017					2018						
					JUN	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
1170	Building Pad/Sitework	10	12MAR18	23MAR18												
1400	Paving Prep	4	26MAR18	29MAR18												
1160	Site Utilities	10	26MAR18	06APR18												
1370	Concrete Paving	6	09APR18	16APR18												
1440	Stoops Pour	2	10AUG18	13AUG18												
1380	Sidewalks	5	14AUG18	20AUG18												
1410	Site Backfill	3	21AUG18	23AUG18												
1390	Seeding	3	24AUG18	28AUG18												
Building																
1180	Foundations	5	26MAR18	30MAR18												
1190	Underslab Rough-Ins	7	02APR18	10APR18												
1210	Slab on Grade	5	11APR18	17APR18												
1250	Cure Slab on Grade	5	18APR18	24APR18												
1220	Erect Steel Frame	15	25APR18	15MAY18												
1820	Install Metal Wall Sheets	10	16MAY18	30MAY18												
1830	Install Roof Insulation and SSR Roof	15	31MAY18	20JUN18												
1850	Office Improvements	40	14JUN18	09AUG18												
1840	Insulation Walls	10	21JUN18	05JUL18												
1450	Punch List PEMB	0		05JUL18												
1430	Punchlist	10	10AUG18	23AUG18												
1460	Equipment Move	5	24AUG18	30AUG18												
1570	Owner Move-In	0		30AUG18												

- Building Pad/Sitework
- Paving Prep
- Site Utilities
- Concrete Paving
- Foundations
- Underslab Rough-Ins
- Slab on Grade
- Cure Slab on Grade
- Erect Steel Frame
- Install Metal Wall Sheets
- Install Roof Insulation and SSR Roof
- Insulation Walls
- Punch List PEMB
- Punchlist
- Equipment Move
- Owner Move-In

Start date	05SEP17
Finish date	30AUG18
Data date	05SEP17
Run date	04SEP17
Page number	2A
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Downing Construction, Inc.
IMU Line Shop

- Early bar
- Progress bar
- Critical bar
- Summary bar
- ◆ Start milestone point
- ◆ Finish milestone point



13. Cost Proposal

- a. Downing Construction, Inc. proposes the following detailed costs proposal for all services and materials anticipated to complete this project, broken out for each of the three phases of CMA services as described in the RFP.
 - i. Phase One – Preconstruction/Design Phase \$48,000.00 Lump Sum
 - ii. Phase Two – Contractor Bidding and Award \$22,000.00 Lump Sum
 - iii. Phase Three – Construction and Close-Out 5% of construction cost*
 - 1. *Based on a project cost of \$1.5 to \$2.0 million
- b. Proposal includes all staff recoverables, office overhead, travel, reimbursables, project administration and profit.
- c. Exclusions
 - i. Printing of bid documents
 - ii. Building permit fees
 - iii. Lab testing
 - iv. Builders Risk Insurance
 - v. Design Team fees
- d. We will maintain this fee structure through Phases one and two and will convert the Phase three amount to a lump sum fee once the final bid is established as agreed to in the mutually agreeable CMA contract.
- e. Hourly billing rates are as follows:
 - i. Director of Preconstruction \$115.00/Hour
 - ii. Project Manager \$90.00/Hour
 - iii. Superintendent \$65.00/Hour
 - iv. Note: All staff hours to complete this project are included in the fees described above for all three phases.

ROSS DIX

Downing

In his role as Director of Pre-Construction at Downing, Ross has extensive experience in getting projects from the a conceptual idea to the construction phase of the project. Ross' background in project management provides the required forethought to make sure the pre-construction phase of the project runs smoothly and in turn sets up the construction phase of the project for great success.



Project Role || **Pre-Construction Services**

Relevant Project Experience ||

1. All State Industries - Urethane Building

Pre-construction lead on 60,000 SF, design build, PEMB located in West Des Moines, IA. Project includes manufacturing space, warehouse space, and office areas.

2. Mercy Clinics - Ottumwa, IA

Pre-construction lead on 36,000 SF medical clinic in Ottumwa, IA. Services included RFP process for Architect, Civil Engineer, and Design Build MEP contractors.

Current Workload ||

Ross focuses all of his time on the pre-construction services at Downing. He is involved in many projects at differing stages of the game. He is not currently managing any projects as a project manager and won't be during the time frame of this project.

JOSH STAUDT

Downing

In his role as Project Manager at Downing, Josh has extensive experience in getting projects from the pre-construction phase through construction and ultimately completion. Josh has acted as the Project Manager on two recent pre-engineered metal building projects and is very knowledgeable with these types of projects.



Project Role || **Project Management**

Relevant Project Experience ||

1. All State Industries - Urethane Building

PM and pre-construction services on 60,000 SF, design build, PEMB located in West Des Moines, IA. Project includes manufacturing space, warehouse space, and office areas.

2. Vista Multi-Tenant

PM and pre-construction services on a 12,000 SF pre-engineered metal building with three unique tenants with varying levels of interior finish requirements.

Current Workload ||

Josh is working on a three (3) construction projects that will all be completed in November or December of 2017.

BART STARR

Downing

In his role as Superintendent at Downing, Bart utilizes his extensive experience in field and quality management through the construction of projects to provide our Owner's the best project. Bart has both general contracting and construction management experience as a superintendent and his experience



Project Role || **Superintendent**

Relevant Project Experience ||

1. Windsor Windows - Manufacturing

Superintendent for 159,000 SF facility located in Norwalk, IA. Project includes manufacturing space, warehouse space, and office areas.

2. Vista Multi-Tenant

PM and pre-construction services on a 12,000 SF pre-engineered metal building with three unique tenants with varying levels of interior finish requirements.

Current Workload ||

Bart is working on a two (2) construction projects that will all be completed in December of 2017 and February of 2018.

PIONEER DALLAS CENTER CORN RESEARCH CENTER

52,000 SF Pre-Engineered Metal Building for corn research facility. 10,000 SF cold room within structure. 10,000 SF office build out within the structure. Dock doors, operators, equipment, and hydraulic restraints.

Project Cost ||

\$4,800,000 / \$92.31/SF

Project Schedule ||

October 2011 - May 2012

Client Reference ||

Kevin Sabus
kevin.sabus@pioneer.com
515-270-4250



ALL STATE INDUSTRIES

40,000 SF Pre-Engineered Metal Building for plastics manufacturing and storage. 4,000 SF office build out within the structure. Dock doors, operators, equipment, and hydraulic restraints

Project Cost ||

\$2,285,000 / \$57.12/SF

Project Schedule ||

October 2011 - May 2012

Client Reference ||

Scott Pulver, COO
spulver@all-stateind.com
515-453-2483



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this ____ day of _____, 2017, by and between the **INDIANOLA MUNICIPAL UTILITIES (IMU)**, a municipal corporation of the State of Iowa, hereinafter referred to as “IMU,” and **DOWNING CONSTRUCTION, INC.**, hereinafter referred to as "SERVICE PROVIDER.”

WHEREAS, the IMU is in need of a qualified firm to provide Construction Management Services for the construction of a new line shop building to include support offices, hereinafter referred to as “Services”; and

WHEREAS, the IMU solicited proposals for said Services; and

WHEREAS, the SERVICE PROVIDER was determined by the City Council to be the best suited to meet the IMU's needs for the Services.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

The parties hereby agree to be bound by the terms and conditions and all promises contained in the proposal submitted by the SERVICE PROVIDER to the IMU, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as if set out in full. In addition, the parties agree as follows:

1. SERVICE PROVIDER shall indemnify and save harmless IMU, its agents, servants and employees from and against any claim, demand or cause of action arising out of negligent or intentional act or error or omission of SERVICE PROVIDER, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that SERVICE PROVIDER shall not be liable under this section for damages arising out

of injury or damage to persons or property directly caused or resulting from the sole negligence of IMU or any of its officers, agents or employees.

The execution of the agreement by SERVICE PROVIDER shall obligate SERVICE PROVIDER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

2. SERVICE PROVIDER shall not commence operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the IMU. Minimum insurance coverage shall be required as set forth in Exhibit "C."

3. Payment for Services will be made in accordance with the fee schedule as set forth in Exhibit "B". In the event a fee is not provided for in Exhibit B, then the fee shall be mutually agreed upon by the Parties, unless the fee is listed in Exhibit "B", then that shall be the fee. If there is a conflict in fees, Exhibit C shall prevail.

4. This Agreement may be terminated by either party for cause or by IMU for convenience upon fourteen (14) days' written notice by the terminating party to the other party of such termination in which event SERVICE PROVIDER will be paid its compensation for services actually performed to termination date. "Cause" is defined to be, but not limited to, violation of any of the covenants, duties or terms of this Agreement. In the event that SERVICE PROVIDER abandons this Agreement or causes it to be terminated, SERVICE PROVIDER shall indemnify IMU against any loss resulting from this termination.

5. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein, and the

parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

"IMU":

INDIANOLA MUNICIPAL UTILITIES

By: _____
Adam Voigts, Chair

Attest: _____
Diana Bowlin, City Clerk

"SERVICE PROVIDER":

By: _____
Name: _____
Title: _____

ATTACHMENT C

STANDARD INSURANCE REQUIREMENTS

1. GENERAL

The SERVICE PROVIDER shall protect itself and the INDIANOLA MUNICIPAL UTILITIES throughout the duration of the Agreement by purchasing and maintaining insurance, as indicated below. Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa, having no less than an A. M. Best Rating of “B+.” All policies shall be written on a per occurrence basis, not a claims-made basis. SERVICE PROVIDER shall submit Certificates of Insurance or other evidence of coverage, as provided in paragraph 2.F below, confirming coverage prior to the Agreement execution or commencement of work and/or services included in this Agreement.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including *Employer’s Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions “a” through “o” or any subsequent ISO equivalent or a non-ISO equivalent form).

C. AUTOMOBILE LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined

single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.
- E. SUBCONTRACTORS: The SERVICE PROVIDER shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of the Party. The option of self-insurance is not extended to subcontractors.
- F. PROOF OF INSURANCE: The SERVICE PROVIDER shall provide to the INDIANOLA MUNICIPAL UTILITIES proof that all required insurance or coverage is in force by submitting to the INDIANOLA MUNICIPAL UTILITIES a Certificate(s) of Insurance utilizing the latest version of the ACORD form. The form(s) of proof of insurance or coverage shall specify the title of the Agreement.

3. WAIVER OF SUBROGATION

- A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, SERVICE PROVIDER hereby releases the INDIANOLA MUNICIPAL UTILITIES including its elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the SERVICE PROVIDER or anyone claiming through or under the SERVICE PROVIDER by way of subrogation or otherwise, for any loss for which the SERVICE PROVIDER has agreed to defend, indemnify and hold harmless the INDIANOLA MUNICIPAL UTILITIES as provided in the Agreement to which this Attachment A is included and made part thereof. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The SERVICE PROVIDER policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the SERVICE PROVIDER to recover thereunder.



Request for Proposal (RFP)
Construction Management Services Agent (CMA)
for
Indianola Municipal Utilities
110 North 1st Street, Indianola, IA 51025
Phone (515) 961-9444

Indianola Municipal Utilities is seeking proposals from qualified firms to provide Professional Construction Management services to support the site selection, planning, design and construction of a new line shop building to include support offices. The planned site is located approximately in the 1300 block of East Iowa Avenue. The new complex is to be approximately 15,800 sf. and will house IMU trucks and equipment as well as electric operation offices.

1. You may attain a copy of the full RFP at the IMU's website: www.i-m-u.com or by calling the office at 515-961-9444.
2. A mandatory pre-submission meeting regarding the project will be held Thursday August 24, 2017 at the Indianola City Hall located at 110 North 1st Street. This will be an opportunity for potential firms to visit the project site, meet with IMU representatives and ask any questions regarding the project.
3. The deadline for proposal submission is Tuesday September 5, 2017 at 1:00 PM. Proposals are to be submitted and clearly marked with the consultant's name, address and phone number. Only one proposal per consultant will be considered.
4. Questions regarding this RFP should be directed to:

Mike Metcalf, Electric Superintendent

Tel. (515) 962-5305

Email: mmetcalf@indianolaiowa.gov

IMU reserves the right to reject any and all proposals. If all proposals are rejected, IMU may undertake the work by such means, as they deem suitable. IMU further reserves the right to waive any formalities in the preparation and submittal of proposals.

Request for Proposal (RFP)
Construction Management Services Agent (CMA)
for
Indianola Municipal Utilities

August 14, 2017

Indianola Municipal Utilities is seeking proposals from qualified firms to provide Professional Construction Management services to support site selection, planning, design and construction of a new Line Shop with Electric Operation Offices.

PROJECT DESCRIPTION

The Owner is planning to construct a new Line Shop with Administrative Offices at the 1300 block of East Iowa Avenue in the City of Indianola, Ia. The new facility is proposed to be approximately 15,800 SF in size. The new Line Shop with Electric Operation Offices will house IMU trucks and equipment as well as electric operation offices. The proposed timeline calls for the Construction Manager to be under contract September 18, 2017 and to begin work immediately.

GENERAL CONTRACT STRUCTURE

The Construction Manager Agent (CMA) shall serve as the Owner's principal agent in providing the services described in the RFP. The Owner shall ultimately enter into multiple prime contract(s) with one or more Contractors for the design and construction of the facility. The contract for CMA services will include three phases with a single contract being awarded to one CMA firm. The city reserves the right to modify, postpone, and/or cancel the contract for any reason whatsoever at the conclusion of any one phase and prior to the start of a subsequent phase. The three phases, and their respective estimated duration of this project are defined as:

- Pre Construction/Design Phase (4 months)
- Contractor(s) Bidding and Awarding Phase (2 months)
- Construction and Close-out Phase (5-6 months)

CONSTRUCTION MANAGEMENT SERVICE TO BE PROVIDED, (shall include, but may not be limited to):

PHASE ONE - Pre Construction/Design Phase

1. Assist the Owner in feasibility study of the proposed site and assist in any programming needs to facilitate the building program on the site.
2. Assist the Owner in any demolition requirements to clear the site.

3. Prepare for the Owner's review an RFP for design services. Prepare and distribute the RFP to Architectural/Engineering firms. Assist the Owner in the selection and negotiation of a Design Team.
4. Construction Management Plan: The CM shall prepare a Construction Management Plan for the Project and shall make recommendations to the plan throughout the duration of the Project, as may be appropriate. In preparing the Construction Management Plan, the CM shall consider the Owner's schedule, budget and general design requirements for the Project. The CM shall then develop various alternatives for the scheduling and management of the Project and shall make recommendations to the Owner.
5. Preliminary Estimate and Budget Analysis: The CM shall analyze and report to the Owner and the Designer the estimated cost of various design and construction alternatives, including CM's assumptions in preparing its analysis, a variance analysis between budget and preliminary estimate, and recommendation for any adjustments to the budget.
6. Coordinate all permitting requirements, review compliance with local and state codes.
7. Revisions to the Construction Management Plan: During the Design Phase the CM shall make recommendations to the Owner regarding revisions to the Construction Management Plan. The Construction Management Plan shall include a description of the various bid packages recommended for the Project. Revisions approved by the Owner shall be incorporated into the Construction Management Plan.
8. Progress Meetings: The CM shall conduct periodic progress meetings attended by the Owner, Designer, and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Designer, and others as necessary.
9. Review of Design Documents: The CM shall review the design documents and make recommendations to the Owner and Designer as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Contractors; and to the separation of the Project into contracts for various categories of the Work.
10. Cost Control: The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specification from the Designer. This estimate shall include a contingency acceptable to the Owner, CM and the Designer for construction costs appropriate for the type and location of the Project and the extent to which the design has progressed.
11. Project and Construction Budget Revision: The CM shall make recommendations to the Owner concerning revisions to the Project and Construction Budget that may result from design changes.
12. Value Engineering Studies: The CM shall provide value engineering recommendations to the Owner and Designer on major construction components, including cost evaluations of alternative materials and systems.
13. Design Phase Change Report: The CM shall prepare and distribute Design Phase change reports that shall list all Owner-approved changes as of the date of the report and shall state the effect of the changes on the Project and Construction Budget and the Master schedule.
14. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies and utility providers for review and shall advise the Owner of potential problems resulting from such reviews and suggested solutions regarding completion of such reviews.

PHASE TWO: Contractor Bidding and Awarding

1. Bidder Interest Campaign: The CM shall conduct a telephone and correspondence campaign to attempt to increase interest among qualified bidders.
2. Notices and Advertisements: The CM shall assist the Owner in preparing and placing notices and advertisements to solicit bids for the Project.
3. Delivery of Bid Documents: The CM shall expedite the delivery of Bid Documents to the bidders. The CM shall obtain the documents from the Designer and arrange for printing, binding, and delivery to the bidders. The CM shall maintain a list of bidders receiving Bid Documents.
4. Pre-Bid Conference: In conjunction with the Owner and Designer, the CM shall conduct pre-bid conferences.
5. Information to Bidders: The CM shall develop and coordinate procedures to provide answers to bidder's questions. All answers shall be in the form of addenda.
6. Addenda: The CM shall receive from the Designer a copy of all addenda. The CM shall review addenda for constructability, for effect on the Project and Construction Budget, scheduling and time of construction, and for consistency with the related provisions as documented in the Bid Documents. The CM shall distribute a copy of all addenda to each bidder receiving Bid Documents.
7. Bid Opening and Recommendations: The CM shall assist the Owner in the bid opening and shall evaluate the bids for responsiveness and price. The CM shall make recommendations to the Owner concerning the acceptance or rejection of bids.
8. Analyzing Bids: Upon receipt of the bids, the CM shall evaluate the bids, including alternate bid prices and unit prices, and shall make a recommendation to the Owner regarding the award of the Construction Contract.
9. Construction Contracts: The CM shall assist the Owner in the assembly, delivery and execution of the Contract Documents. The CM shall issue to the Contractor(s) on behalf of the Owner the Notice of Award and the Notice to Proceed.

PHASE THREE: Construction and Close-Out

1. Schedule and chair a kick off meeting with Owner to discuss the proposed work plan and special concerns to be presented at the pre-construction meeting. It is envisioned the pre-construction meeting will include all interested parties, including utilities, sub-contractors, etc.
2. Provide coordination of project activities and prepare reports and documents, as necessary, for Owner review and action.
3. Maintain at the project site, on a current basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction, shop drawings, product data, samples, submittals, purchases, materials equipment, applicable handbooks, maintenance and operating manuals and instructions, other related documents and revisions which are relevant to the contract work.
4. Provide weekly status reports to the Owner.
5. Review laboratory, special inspection reports and coordinate as required with the Project Design Team.

6. Facilitate and monitor contractor pay applications and make recommendations to the Owner on progress payments.
7. Administer the construction contract in conformance with the requirements set forth in the Plans and Specifications.
8. Conduct weekly construction progress meetings with the Owner, Design Team, Contractors, affected outside Agencies, general public and other consultants to discuss matters such as procedures, progress, problems, and scheduling. Prepare and distribute meeting agenda and minutes.
9. Review and process all shop drawings, project data, samples and other submittals. Establish and implement procedures for expediting the processing and approval.
10. Coordinate submittal review with the Design Team and City Departments.
11. Document all claims and maintain for account records.
12. Coordinate and schedule construction surveying.
13. Coordinate testing requirements and scheduling of material testing and inspections.
14. Review and analyze the Contractor's schedule (monthly) including activity sequences and duration, schedule of submittal and schedule of delivery for products with long lead time. Work with Contractors to maintain the project schedule to show current conditions and suggest revisions as required.
15. Recommend necessary or desirable changes in the Construction Contractors scope of work. Review and evaluate Contractors request for changes. Negotiate with Contractor and submit recommendations to the Owner supported by cost estimates related to any additional or changes in the work. If change orders are accepted by Owner, prepare change orders for signature and authorization by the Owner. Maintain a log of change requests.
16. Create and maintain "As-Built" project schedule.
17. Review pay requests and provide recommendation for contractor payments.
18. Provide construction management files to the Owner.
19. Review contract documents, plans and permits.
20. Attend field walks and meetings.
21. Monitor and enforce safety on the jobsite applicable to OSHA guidelines.
22. Maintain field diaries during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs and other documentation.
23. Determine that the Contractor's work is being performed in accordance with the requirements of the contract documents. Endeavor to guard Owner against defects and deficiencies in the work. As appropriate, require special inspection or testing, or make recommendations to Owner regarding special inspection or testing or work not in accordance with the provisions of the contract document whether or not such work is fabricated, installed or completed.
24. Provide and maintain a digital photographic history of the project. Photos will also be taken of the following:
 - a. Showing existing conditions prior to construction
 - b. Disputed work items
 - c. Work that has to be duplicated replaced or removed
 - d. Completed work
 - e. Deficiencies

25. Record the progress of the project. Provide daily inspection reports. Submit written daily progress reports to Owner, including information on the contractors and the entire project, showing percentages of completion. Keep daily logs containing a record of weather, contractors work on site, number of workers, work accomplished, problems encountered, and other relevant data.
26. During the course of construction, maintain one set of plans to denote field changes or other corrections.
27. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
28. Provide an initial review and one re-submittal of shop drawings and product data for conformance to the construction documents.

CONSTRUCTION CLOSE OUT

1. Assist the Owner's designee in administering and coordinating final inspections.
2. Assist the Owner in determining when the project or a designated portion thereof is substantially complete. Prepare for the Owner a summary of the status of the work of the contractors, listing changes in the previously issued certificates of substantial completion of the work, and recommending the times within which contractors shall complete uncompleted items on their certificate of substantial completion of the work.
3. Calculate the amount of final payment due to contractors.
4. Obtain evidence of certification of all lien releases.
5. Assist Owner with filing the project "Notice of Completion".
6. Secure and transmit to Owner, required guarantees.
7. Issue the notice of substantial completion and process the Notice of Completion.
8. Coordinate any startup requirements.
9. Deliver all equipment manuals, special equipment, spare parts, catalogs, and other materials required by specifications.
10. Collect As-Built data from contractors or design consultants.
11. Make recommendation for the release of retention.

RFP TIMELINE

A mandatory pre-submission meeting regarding the project will be held August 24, 2017 at 1:00 PM. This meeting will take place at the Indianola City Hall, located at 110 North 1st Street. This will be an opportunity for potential bidders to visit the project site, meet with the Owner's representatives and ask any questions they have regarding the project.

The deadline for proposal submission is September 5, 2017 at 1:00 PM. Proposals are to be submitted clearly marked with the consultant's name, address and phone number. Owner reserves the right to hold interviews with any qualified consultants. If interviews will be held, they will be held for the most qualified consultants and will be scheduled for September 6th and 7th, 2017. A contract is expected to be awarded to the selected consultant by September 12, 2017.

PROPOSAL FORMAT

Consultants are encouraged to keep their proposals brief and relevant to the specific work required. Proposals shall include the following items:

1. Provide 2 bound copies of the proposal.
2. Cover Letter expressing interest in the project.
3. The name, address and phone number of the consultant's contact person for the remainder of the selection process.
4. Any qualifying statements or comments regarding the consultant's proposal, the information provided in the RFP or the proposed contract.
5. Identification of sub-consultants and their responsibilities.
6. Statement of Qualifications
7. A listing of proposed project personnel, including personal experience and resumes for anyone involved including additional consultants.
8. Provide description of similar projects including names and current phone numbers of reference for listed projects.
9. Please provide a list of your firm's experience providing public agencies with both construction management and general contracting services over the past four years. Please include a brief description of the project and contact information to be used as reference if needed.
10. Project Understanding and Approach: A description of your project understanding and how you will approach the project.
11. Scope of Services: A description of the tasks, sub-tasks, and deliverables that will be provided.
12. A proposed Project Schedule that will demonstrate the consultant's familiarity with CPM scheduling methods.
13. Cost Proposal: The consultant is to submit a detailed cost proposal for all services and materials anticipated in completing the project. The cost proposal must be broken out for each of the three phases as described earlier in this RFP. The cost proposal can be either a lump sum or percentage of the project total. Labor hours and extended billing rates per classification of personnel will be indicated for each task as defined.

SELECTION PROCESS

1. Proposals will be reviewed by a Consultant Selection Committee. The Committee will rank the proposals based upon the materials and costs submitted. The Committee may choose to interview two or more closely ranked firms. Upon selection Indianola Municipal Utilities will open contract negotiations with the selected firm.
2. Indianola Municipal Utilities reserves the right to reject any and all proposals. If all proposals are rejected Indianola Municipal Utilities may undertake the work by such means as they deem suitable.
3. Indianola Municipal Utilities further reserves the right to waive any formalities in the preparation and submittal of proposals.

CONTACT INFORMATION

Questions regarding this RFP should be directed to: Mike Metcalf, Electrical Superintendent, Indianola Municipal Utilities. He can be reached by phone at (515)-962-5305 or by email at mmetcalf@indianolaiaowa.gov

IMU Regular Downstairs

8.A.

Meeting Date: 09/11/2017

Information

Subject

2017 Norwalk to Indianola Fiber Optic Link Project (Construction)

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

8.A.1.

Meeting Date: 09/11/2017

Information

Subject

Resolution approving contract and bond with Telcom Construction in an amount of \$237,865.46

Information

At the August 28, 2017 meeting the Trustees' awarding the contract to Telcom Construction in an amount of \$237,865.46 for the 2017 Norwalk to Indianola Fiber Optic Link Project (construction). The Trustee's now need to approve the resolution approving the contract and bond (packet).

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Bond

Contract

Telcom Contract

RESOLUTION NO. 2017-_____
RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS

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

Section 1. The construction contract and bond executed by Telcom Contractors dated the ____ day of _____, 2017, for the 2017 Norwalk to Indianola Fiber Optic Link Project (construction) for Indianola Municipal Utilities, Indianola, Iowa, described in the Plans and Specifications previously adopted by the Board of Trustees, and which have been signed by the IMU Electric Superintendent and City Clerk on behalf of the Board of Trustees, be approved.

PASSED AND APPROVED this 11th day of September, 2017.

Adam Voigts, Chair

ATTEST:

DIANA BOWLIN, City Clerk

BOND

KNOW ALL PEOPLE: That we, TelCom Construction, Inc.
of 2218 200th Street East, P.O. Box 189 Clearwater, MN 55320, hereinafter called the Principal, and
Liberty Mutual Insurance Company 175 Berkeley Street, Boston MA 02116

hereinafter called the Surety, are held and firmly bound unto the Indianola Municipal Utilities,
Indianola, Iowa, hereinafter called the Owner, in the sum of

Two Hundred Thirty Seven Thousand, Eight Hundred Sixty Five and 46/100

Dollars (\$ 237,865.46), for the payment whereof the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated September 11, 2017
20, entered into a Contract with the Owner for the Norwalk to Indianola Fiber Optic Link
Project, which Agreement includes a guarantee of all work against defective workmanship
and materials for a period of two (2) years from the date of final acceptance of the work by
the Owner, a copy of which Agreement is by reference made a part hereof;

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

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

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

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after three (3) years from the date of final acceptance of the
work.

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

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

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

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 11th day of September, 20 17.

TelCom Construction, Inc.

PRINCIPAL

TelCom Construction, Inc.

Contractor



Signature

Mark R. Muller, President

Title

SURETY:

Liberty Mutual Insurance Company

Surety Company



Signature, Attorney-in-Fact

Ana W Oliveras

Name of Attorney-in-Fact

MARSH USA Inc as Agent

Company Name

249 Royal Palm Way, Palm Beach FL 33480

Company Address (Including Zip Code)

561-653-0285

Company Telephone Number

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7712060

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ana W. Oliveras

all of the city of Sunrise, state of FL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of April, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits.....	\$1,092,914,837	Unearned Premiums.....	\$6,929,723,299
*Bonds — U.S Government.....	1,406,763,970	Reserve for Claims and Claims Expense.....	17,233,877,300
*Other Bonds.....	11,379,916,523	Funds Held Under Reinsurance Treaties.....	208,362,823
*Stocks.....	10,349,761,988	Reserve for Dividends to Policyholders.....	944,909
Real Estate.....	290,265,760	Additional Statutory Reserve.....	39,649,905
Agents' Balances or Uncollected Premiums.....	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	112,757,395	Other Liabilities.....	<u>3,061,117,958</u>
Other Admitted Assets.....	<u>14,659,523,751</u>	Total.....	<u>\$27,473,676,194</u>
		Special Surplus Funds.....	\$95,257,334
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,229,250,104
		Unassigned Surplus.....	7,193,698,055
		Surplus to Policyholders.....	<u>16,528,205,493</u>
Total Admitted Assets.....	<u>\$44,001,881,687</u>	Total Liabilities and Surplus.....	<u>\$44,001,881,687</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

TAMikolajewski

Assistant Secretary

INDIANOLA MUNICIPAL UTILITIES



CONTRACT

2017 Norwalk to Indianola Fiber Optic Link

THIS CONTRACT, made and entered into this 11th day of September 2017, by and between Indianola Municipal Utilities, by its Communications Superintendent, upon order of its Board of Trustees, hereinafter called the "Jurisdiction", and TelCom Construction, Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The Contractor agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction. This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:

Construct an optical fiber link spliced into existing fibers for Norwalk on the north end and spliced into fibers in Indianola (provided by others) on the south end. The bid includes all labor, materials (conduit and fittings, tracer wire and muletape – everything else furnished by IMU) and equipment necessary for approximately 11 miles of new build. The new build consists of 28% directional boring and 72% of plowing. Anticipated completion will be December 31, 2017

NOW, THEREFORE, IT IS AGREED:

1. That the Jurisdiction hereby accepts the proposal of the Contractor for the work.
2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Invitation for Bid
- 2.1.2 Bid Form
- 2.1.3 Bond
- 2.1.4 General Conditions
- 2.1.5 Special Conditions
- 2.1.6 Drawings and Specifications
- 2.1.7 Numbered addenda issued to the foregoing

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

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Thirty-Seven Thousand Eight Hundred Sixty-Five dollars and Forty-

Six Cents (\$237,865.46), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than September 18, 2017. Work shall be fully completed on or before December 31, 2017. The Contractor agrees to pay liquidated damages for noncompliance with said completion provisions at a rate of Two Hundred Fifty & 00/100 Dollars (\$250.00) dollars for each calendar day that the work remains incomplete, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: Indianola Municipal Utilities

By _____
Kurt Ripperger
Communications Superintendent

Date _____

(Seal)
ATTEST:

Diana Bowlin, City Clerk

CONTRACTOR: TelCom Construction, Inc.

By  _____
Contractor's Authorized Agent Name

Steve Brings, Vice President
Contractor's Authorized Agent Title

Date September 11, 2017

2218 200th Street East, P.O. Box 189
Clearwater, MN 55320

OFFICE OF CITY CLERK
AUG 22 2017
INDIANOLA, IOWA

BID

NORWALK TO INDIANOLA FIBER OPTIC LINK
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

Name of Firm TelCom Construction, Inc.

Address of Firm 2218 200th Street East, P.O. Box 189
Clearwater, MN 55320

To: Board of Trustees
Indianola Municipal Utilities
110 N 1st St.
Indianola, Iowa 50125

The undersigned, having examined the plans and having become familiar with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described on the plans, within the time and for the sums stated hereinafter on attached Bid Schedule; which Bid Schedule is hereby made a part of this Bid.

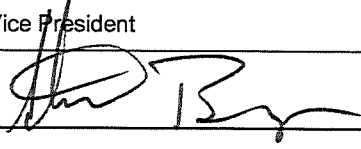
The undersigned certifies that this Bid is offered in good faith, without collusion or connection with any other persons quoting on the work.

The undersigned states that this Bid is offered in conformity with the plans and scope of work and agrees that in the event of any discrepancies or differences between any conditions of his quotation and the scope of work prepared by NewCom Technologies, Inc. that the provisions of the latter shall prevail.

Name of Firm TelCom Construction, Inc.

By Steve Brings

Title Vice President

Signature 

Date August 22, 2017

BID SCHEDULE

NORWALK TO INDIANOLA FIBER OPTIC LINK

1. Construct the Norwalk to Indianola Fiber Optic Link for the following unit and lump sum prices. Please submit a copy of this in an electronic Microsoft Excel file to blyons@newcomtech.com. For items supplied by IMU, please bid on labor, transport, etc.:

Item No.	Description	Unit	Estimated Quantity	EACH	Total Price
1.1	Underground* - Plow Including 1.5" Conduit, Tracer Wire, And Muletape	LF	35,182	\$ 2.04	\$ 71,771.28
1.2	Ground Rods and Kits	EA	25	\$ 25.00	\$ 625.00
1.3	Underground* - Directional Drilling Installation, Including 1.5" Conduit, Tracer Wire, And Muletape	LF	13,600	\$ 7.46	\$ 101,456.00
1.4	Fiber Marker Posts with Test Stations Installation	EA	25	\$ 125.00	\$ 3,125.00
1.5	Fiber Marker Posts Installation	EA	88	\$ 35.00	\$ 3,080.00
1.6	24x36x24 Hand Hole Installation	EA	25	\$ 443.46	\$ 11,086.50
1.7	72 Ct Armored Fiber Optic Cable Installation	LF	58,957	\$ 0.70	\$ 41,269.90
1.8	B Size Splice Cases with 3 Trays Ea Installation	EA	3	\$ 255.76	\$ 767.28
1.9	Splicing and Testing	LS	150	\$ 31.23	\$ 4,684.50
* Contractor to provide Conduit, Tracer Wire, Muletape, and all consumables required to install underground fiber, including bonds, etc.. IMU will provide all other project materials.					

TOTAL BID
(Items 1.1-1.9) \$ 237,865.46

2. Required attachment:
- Bidder Status Form

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: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed

To be completed by non-resident bidders

Part C

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

You may attach additional sheet(s) if needed.

To be completed by all bidders

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

Firm Name: TelCom Construction, Inc.

Signature: _____

Date: August 22, 2017

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.

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

OFFICE OF CITY CLERK

AUG 22 2017

INDIANOLA, IOWA

1. **KNOW ALL MEN that we,** TELCOM CONSTRUCTION INC
2218 200TH STREET EAST, CLEARWATER, MINNESOTA 55320, as Principal, and
Liberty Mutual Insurance Company,
as Surety, are held and firmly bound unto INDIANOLA MUNICIPAL UTILITIES
111 S. Buxton Street Indianola, IA 50125 (hereafter called the "Owner")
in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed 10% OF BID AMOUNT dollars (\$ 10%), as
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;
2. **WHEREAS,** the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service
project known as 2017 Norwalk to Indianola Fiber Optic Link Project.
3. **NOW, THEREFORE,** the condition of this obligation is such that if the Owner shall accept the bid of the
Principal, and
- (a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid
and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt
payment of labor and material furnished for the Project as may be specified in the bid, or
- (b) in the event of the failure of the Principal to execute such contract documents, if any, and give such
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the
penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner
may in good faith contract with another party to construct the project, then this obligation shall be void,
otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective
corporate seals to be affixed and attested by their duly authorized representatives this

22nd day of August, 20 17.

TELCOM CONSTRUCTION, INC (Seal)

Principle

By

Steve Briggs, Vice President

Title

ATTEST:

Mich L. Burr
Secretary

Liberty Mutual Insurance Company (Seal)

Surety

By

Loretta M. Jones, Attorney-In-Fact

Title

ATTEST:

Witness: Heather Huff
Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7675149

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Rice; Carolyn E. Wheeler; Joy M. Williams; Julie Karnes; Loretta M. Jones; Mary Y. Volmar; Rachel A. Chaveriat; Rebecca J. Hobbs; Sandra King; Tara W. Mealer; Vicki Nobinger

all of the city of Knoxville, state of TN, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of March, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of August, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2017

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 102-986-923-GAWU-17-18	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: LM Insurance Corporation INSURER C: Westchester Fire Insurance Company INSURER D: INSURER E: INSURER F:
INSURED TelCom Construction Inc. 2218 200th Street East, PO Box 189 Clearwater, MN 55320	NAIC # 23035 33600 10030

COVERAGES**CERTIFICATE NUMBER:**

ATL-004743483-01

REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		TB2-631-004260-017	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		AS2-631-004260-027	07/31/2017	07/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		G22049860 012	07/31/2017	07/31/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA5-63D-004260-037 (AOS) WC5-631-004260-047 (MN,WI)	07/31/2017 07/31/2017	07/31/2018 07/31/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2017 Norwalk to Indianola Fiber Optic Link

The Indianola Municipal Utilities is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Chris DesPlanques
111 S. Buxton Street
Indianola, IA 50125

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

BOND

KNOW ALL PEOPLE: That we, TelCom Construction, Inc.
of 2218 200th Street East, P.O. Box 189 Clearwater, MN 55320, hereinafter called the Principal, and
Liberty Mutual Insurance Company 175 Berkeley Street, Boston MA 02116

hereinafter called the Surety, are held and firmly bound unto the Indianola Municipal Utilities,
Indianola, Iowa, hereinafter called the Owner, in the sum of

Two Hundred Thirty Seven Thousand, Eight Hundred Sixty Five and 46/100

Dollars (\$ 237,865.46), for the payment whereof the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated September 11, 2017
20, entered into a Contract with the Owner for the Norwalk to Indianola Fiber Optic Link
Project, which Agreement includes a guarantee of all work against defective workmanship
and materials for a period of two (2) years from the date of final acceptance of the work by
the Owner, a copy of which Agreement is by reference made a part hereof;

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

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

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

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after three (3) years from the date of final acceptance of the
work.

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

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

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

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 11th day of September, 20 17

TelCom Construction, Inc.

PRINCIPAL

TelCom Construction, Inc.

Contractor



Signature

Mark R. Muller, President

Title

SURETY:

Liberty Mutual Insurance Company

Surety Company



Signature, Attorney-in-Fact

Ana W Oliveras

Name of Attorney-in-Fact

MARSH USA Inc as Agent

Company Name

249 Royal Palm Way, Palm Beach FL 33480

Company Address (Including Zip Code)

561-653-0285

Company Telephone Number

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7712060

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ana W. Oliveras

all of the city of Sunrise, state of FL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of April, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of September, 2017



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits.....	\$1,092,914,837	Unearned Premiums.....	\$6,929,723,299
*Bonds — U.S Government.....	1,406,763,970	Reserve for Claims and Claims Expense.....	17,233,877,300
*Other Bonds.....	11,379,916,523	Funds Held Under Reinsurance Treaties.....	208,362,823
*Stocks.....	10,349,761,988	Reserve for Dividends to Policyholders.....	944,909
Real Estate.....	290,265,760	Additional Statutory Reserve.....	39,649,905
Agents' Balances or Uncollected Premiums.....	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	112,757,395	Other Liabilities.....	<u>3,061,117,958</u>
Other Admitted Assets.....	<u>14,659,523,751</u>	Total.....	<u>\$27,473,676,194</u>
Total Admitted Assets.....	<u>\$44,001,881,687</u>	Special Surplus Funds.....	\$95,257,334
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,229,250,104
		Unassigned Surplus.....	7,193,698,055
		Surplus to Policyholders.....	<u>16,528,205,493</u>
		Total Liabilities and Surplus.....	<u>\$44,001,881,687</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2016, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 23rd day of March, 2017.

TAMikolajewski

Assistant Secretary

GENERAL CONDITIONS

INDEX

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

1. CONTRACT DOCUMENTS

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

2. SURETY BOND

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

3. CONTRACTOR'S RESPONSIBILITY

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

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

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

3.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees, shrubs and structures not shown for removal.

3.5 Cooperate with Owner, Engineer, and representative of 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.

4. SUBCONTRACTS

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

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

5. CONTRACTOR'S EMPLOYEES

5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.

5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.

5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

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

7. PATENTS

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

8. GUARANTEE

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

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

9. SHOP DRAWINGS

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

9.1.1 Submit 1 copy of all shop drawing submittals.

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

10. THE ENGINEER

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

11. PLANS AND SPECIFICATIONS

11.1 Engineer shall provide Contractor with one hard copy and one electronic file of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers'

drawings and data on materials and equipment.

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

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

- 12.1 Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.
- 12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. DECISIONS BY ENGINEER

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

14. WORKMANSHIP AND MATERIALS

- 14.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work.
- 14.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- 14.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.
- 14.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 14.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.

- 14.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 14.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- 14.8 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- 14.9 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

- 15.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, and approval by Engineer. Contractor shall furnish samples of materials for observation as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- 15.2 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- 15.3 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. TIME

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

17. DELAYS

- 17.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall

entitle Contractor to a reasonable extension of time within which to complete work.

17.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.

17.3 No extension of time shall be valid unless made in writing by Owner.

17.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

18. CHANGES

18.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.

18.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.

18.3 Amount due Contractor shall be adjusted for changes in following manner:

18.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.

18.3.2 Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.2 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.

18.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

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

19. EXTRA WORK

19.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.

19.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".

19.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

19.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

20. OWNERSHIP OF MATERIALS

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

21. OTHER CONTRACTS

21.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs. There shall be no impediments for other Contractors to access materials and to coordinate with others on areas and schedule.

21.2 When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.

22. OWNER'S RIGHT TO DO WORK

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

23. OWNER'S RIGHT TO TERMINATE CONTRACT

23.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:

23.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged as bankrupt.

23.1.2 Receiver is appointed on account of Contractor's insolvency.

23.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.

23.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.

23.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.

23.1.6 Contractor violates a provision of contract.

23.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

23.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

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

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

25. PAYMENTS WITHHELD

25.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:

25.1.1 Defective work not remedied.

25.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

25.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.

25.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

25.1.5 Damage to another contractor.

25.1.6 Claims of Owner for liquidated damages.

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

26. ACCEPTANCE AND FINAL PAYMENT

26.1 When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.

26.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or

materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

27. SUSPENSION OF WORK

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

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

28. CLEANING UP

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

29. HAZARDOUS MATERIALS

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

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

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

30.1 Owner's responsibility:

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

30.2 Contractor's responsibility:

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

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

31. TAXES

31.1 All sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the Owner are taxable. Contractor labor, however, is tax-exempt.

31.2 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by IMU for three (3) years after the completion of the Project.

31.3 All applicable taxes are to be paid by Contractor and are to be included in appropriate bid items; except that, the Contractor shall not be reimbursed for

any State or other sales or use taxes incurred as a result of failure to obtain an exemption certificate prior to IMU's issuance of the Notice to Proceed.

32. SAFETY

- 32.1 Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) has certain requirements pertaining to protection of workers when working with hazardous chemicals, when excavation is being performed, or together work to be performed under this Contract. It is pointed out that it is fully the Contractor's responsibility to comply with these requirements and Indianola Municipal Utilities will not accept any additional charges for this compliance or any responsibilities for non-compliance by the Contractor.

SPECIAL CONDITIONS

2017 NORWALK TO INDIANOLA FIBER OPTIC LINK INDIANOLA MUNICIPAL UTILITIES INDIANOLA, IOWA

INDEX

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

1. INTENT

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

2. LOCATION

- 2.1 Work is located in public right-of-way and easements across private and Warren County owned properties from Norwalk to Indianola.

3. RIGHT-OF-WAY

- 3.1 Owner will provide easements for construction on private lands.
- 3.2 Contractor will be provided list of construction easement widths.
- 3.3 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the rights-of-way provided.

- 3.4 Contractor will be held liable by County and adjacent property owners for damages outside rights-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. ORDER OF CONSTRUCTION

- 4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- 4.4 Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed; schedule work to allow vehicular access for residents within 1 block of any closed street due to construction.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during construction.

6. SERVICE FACILITIES

- 6.1 Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1 Provide suitable storage buildings or warehouse necessary for proper storage of materials and equipment. No storage will be available at any IMU facility.

- 7.2 Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
 - 7.2.1 Provide Owner and Engineer with at least 2 telephone numbers where Contractor's representative can be reached evenings, weekends and holidays in event of emergency.
- 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 fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

8. INSURANCE BY CONTRACTOR

- 8.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 8.1.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 8.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 - 8.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
 - 8.1.4 Professional liability insurance covering Contractor for \$1,000,000 covering all professional decisions and installation under the contract.
 - 8.1.5 Umbrella liability (applying directly in excess above liability coverages); \$1,000,000 combined single limit; \$1,000,000 aggregate.

- 8.1.5 Name the Indianola Municipal Utilities as an additional insured under all policies.
- 8.2 Owner reserves right to approve insurance company.
- 8.3 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 8.4 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- 8.5 Notification in event of liability or damage: upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

9. CONTRACTOR'S RESPONSIBILITY

- 9.1 There shall be no liability upon public officials, Engineer or his authorized assistants, either personally or as an official of the Owner, it being understood that in such matters he acts as an agent and representative of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.
- 9.2.1 The Contractor agrees to indemnify and hold harmless the Owner, the Project Manager, and their officers, employees, consultants, agents and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any Subcontractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

- 9.2.2 In any and all claims against the Owner or Project Manager, or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier to the Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 10.1 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 such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 9.2.3 The indemnity set forth in this paragraph 10.1 shall also cover IMU's defense costs, in the event that IMU, in its sole discretion elects to provide its own defense. IMU retains the right to disapprove counsel, if any, selected by Contractor to fulfill the forgoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain at its own expense any additional insurance that it deems necessary for IMU's protection in the performance of the Construction Contract.
- 9.2.4 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in this paragraph 10.1, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.
- 9.3 In the event any provisions in the contract are violated by the Contractor or any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.
- 9.3.1 In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and Contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expenses of the Contractor and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; in such

event, the Owner may take possession of and utilize such materials and appliances as may be on the site of the project and necessary in completing the work.

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

10. CLAIMS AND DISPUTES

10.1 Claims must be made by written notice to the Project Manager. The responsibility to substantiate claims shall rest with the party making the claim.

11. ATTORNEYS FEES

11.1 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Construction Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

12. POSITION, LINE AND GRADE

12.1 Construct to lines and grades shown on plans or as specified herinafter.

12.2 Contractor shall perform detailed survey and staking for location, elevation and grade of construction.

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

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

12.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.

13. EMPLOYMENT PRACTICES

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

14. HISTORICAL/ARCHAEOLOGICAL FINDS

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

2017 NORWALK TO INDIANOLA FIBER OPTIC LINK
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

PART IV - GENERAL REQUIREMENTS

INDEX

- | | |
|---------------------------------|---------------------------------------|
| 1. FORM | 10. RESPONSIBILITY OF CONTRACTOR |
| 2. INTENT | 11. BARRICADES, FENCING, AND LIGHTS |
| 3. INTERPRETATION | 12. FINAL REVIEW AND ACCEPTANCE |
| 4. WORK INCLUDED | 13. PAYMENT |
| 5. STARTING AND COMPLETION TIME | 14. DOCUMENTS AND SAMPLES AT THE SITE |
| 6. INFORMATION FOR ENGINEER | 15. AS-BUILT DRAWINGS |
| 7. SHOP DRAWINGS | |
| 8. PLANS AND SPECIFICATIONS | |
| 9. STANDARDS AND CODES | |

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 require 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; his interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Furnish all materials, labor and equipment to construct 2017 Norwalk to Indianola Fiber Optic Link as set out in the Solicitation for Bid.

5. STARTING AND COMPLETION TIME

- 5.1 Commence work within 10 calendar days after date set forth in written Notice to Proceed. Complete work within time set out in Solicitation for Bid.

6. INFORMATION FOR ENGINEER

- 6.1 After award of contract submit minimum 5 copies of following information and drawings for Engineer's review:
 - 6.1.1 Manufacturer's specifications and catalog data for conduit, tracer wire, and muletape.
- 6.2 Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work.

7. SHOP DRAWINGS

- 7.1 Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.
- 7.2 Contractor's responsibility: to check drawings prior to submission for coordination and conformance with contract; do not submit without checking.

- 7.3 Engineer's review is only for general conformance with design concept of project and general compliance with information given in contract documents; any action shown is subject to requirements of plans and specifications; Contractor responsible for dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of work.
- 7.4 Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

8. PLANS AND SPECIFICATIONS

- 8.1 Engineer will furnish 1 hard-copy and 1 electronic file of plans and specifications after award of contract; Contractor shall compensate Engineer for printing costs for additional copies required.
- 8.2 Subcontractors and suppliers will be furnished copies only at request of Contractor; Engineer will be compensated for printing costs.
- 8.3 Provide 1 set of plans and specifications for each foreman or superintendent in charge of each crew on job.

9. STANDARDS AND CODES

- 9.1 Do work in accordance with best present-day installation and construction practices.
- 9.2 Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:
 - 9.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 9.2.2 Institute of Electrical and Electronics Engineers (IEEE).
 - 9.2.3 National Electric Safety Code (NESC).

- 9.2.4 National Electric Code (NEC).
- 9.2.5 International Telecommunications Union (ITU).
- 9.2.6 Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
- 9.2.7 Federal Specifications (FS).
- 9.2.8 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc., (AGC).
- 9.2.9 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
- 9.2.10 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2013) (IOSHA).
- 9.2.11 Current Iowa Manual on Uniform Traffic Control Devices (MUTCD).
- 9.2.12 National Institute for Occupational Safety and Health (NIOSH).
- 9.2.13 National Safety Council (NSC).
- 9.2.14 Standards and codes of the State of Iowa and applicable local standards, codes and ordinances of the City of Indianola as well as the City of Norwalk.
- 9.2.15 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

10. RESPONSIBILITY OF CONTRACTOR

- 10.1 Protection of work.
- 10.2 Protection of all property from injury or loss resulting from his operations.
- 10.3 Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- 10.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees and shrubs and structures not shown for removal.

10.5 Cooperate with Owner, Engineer and representative of 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.

10.6 Keep cleanup current with construction operations.

10.7 Comply with all federal, state, City of Indianola, City of Norwalk, and Warren County laws and ordinances.

11. BARRICADES, FENCING, AND LIGHTS

11.1 Erect and maintain barricades and lights and/or provide guards in conformance with Standard Road Plan Dwg. No. TC-252 of the Iowa Department of Transportation (IDOT) and current Manual of Uniform Traffic Control Devices (MUTCD), for protection and warning of pedestrians and vehicles; all barricades, lights and/or guards at expense of Contractor.

11.2 Engineer will not allow work to proceed until all signs, barricades and lights are in place; requirements for type of signs and number of signs will be strictly enforced; improper signing during construction will constitute "improper work" and Engineer will cause Contractor to suspend work.

11.3 All signs, barricades, and other traffic control devices used on the project shall be furnished, installed and maintained by Contractor; all traffic control devices shall be maintained in a state of good repair and shall be cleaned and washed periodically as needed.

11.4 Certain sections of public streets and sidewalks can be closed with the following restrictions:

11.4.1 Adequate protection shall be provided for pedestrians. If a section of sidewalk is closed, appropriate signing and fencing shall be utilized; signing and fencing shall remain in place until sidewalk is reopened for pedestrian use.

11.4.2 No portion of public street shall be reopened to use by vehicular traffic other than local traffic until excavated area has been restored to a hard surface condition or granular surfacing has been placed as directed by Engineer; provide sign for local traffic "Enter At Own Risk".

11.4.3 Notify Cities 24 hours prior to closing street.

12. FINAL REVIEW AND ACCEPTANCE

12.1 Notify Engineer when project is considered to be complete and ready for final review.

12.2 Owner will accept work and make final payment to Contractor:

12.2.1 When Engineer has certified that work of Contractor is complete and in conformance with the plans and specifications.

12.2.2 When Contractor has filed with Owner or Engineer documents called for in specifications.

13. PAYMENT

13.1 No separate payment will be made for work covered under this part of the specifications except as set forth below. Include all costs in appropriate unit prices.

14. DOCUMENTS AND SAMPLES AT THE SITE

14.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to redline all changes and selections (all changes and selections to be approved by the Owner in advance) made during construction, and approved Shop Drawings, Product Data and Samples and similar required submittals. These shall be available to the Project Manager and shall be delivered to him for the Owner upon completion of the Work.

14.2 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be delivered in hard copy and in a electronic/digital format acceptable to the Owner.

15. AS-BUILT DRAWINGS

15.1 During Engineer inspection visits as service areas or other work segments are complete, the Contractor shall furnish the following documents (unless directed otherwise by Owner) to the Project Manager for submittal to the Owner: redline drawings showing updated field changes and selections affecting the general construction, splicing, termination, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of

hard-copy prints of the Drawings. The Contractor shall maintain at the job site one (1) set of Drawings and indicate there on each field change as it occurs.

15.1.1 The Contractor shall furnish redline drawings.

15.1.2 The Contractor shall furnish OTDR results as specified in Section 33 82 23.13.

15.2 The Project Engineer will provide Drawings identifying installation and design. Contractor will be responsible for recording via redline any deviation from the Drawings during construction (with approval from the Project Engineer) and notifying the Project Engineer for final approval and inclusion on the final As-Built Drawings (produced by the Project Engineer).

PART V - FORMS

<u>TITLE</u>	<u>PAGE</u>
NOTICE OF AWARD	52
NOTICE TO PROCEED	53
SHOP DRAWING TRANSMITTAL FORM	54
FORM OF CHANGE ORDER	55
APPLICATION FOR PAYMENT 1 OF 2	56
APPLICATION FOR PAYMENT 2 OF 2	57
FORM OF PARTIAL WAIVER OF LIEN	58
FORM OF FINAL WAIVER OF LIEN	59
CERTIFICATE OF SUBSTANTIAL COMPLETION	60
CERTIFICATE OF FINAL COMPLETION	61
CERTIFICATE OF PARTIAL ACCEPTANCE	62

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

Notice of Award

TelCom Construction, Inc.

2218 200th Street East • PO Box 189

Clearwater, MN 55320

Contract: Norwalk to Indianola Fiber Optic Link

Resolution: 2017- 207

Owner: Indianola Municipal Utilities ("IMU")

You are notified that your proposal dated August 22, 2017 for the above contract has been received and that you are the successful bidder. You are hereby notified that your Bid has been accepted for items in the amount of two hundred thirty-seven thousand eight hundred sixty-five dollars and forty-six cents \$237,865.46. ("Contract Sum") The IMU Board of Trustees voted on August 28, 2017 to award the contract to TelCom Construction, Inc..

You are required by the IFB and contract documents to execute the Construction Contract and furnish the required Contractor's Performance, Payment, Maintenance and Warranty Bond and provide the required Certificates of Insurance and other insurance documentation as required by the General Conditions on or before September 7, 2017.

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 Municipal Utility will be entitled to consider your Bid as abandoned. IMU will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to IMU.

Once the documents are approved, IMU will return one fully executed copy of the contract for your files.

IMU looks forward to working with you and your team on this project. Please let us know if you have any questions.

Sincerely,

Kurt Ripperger

Communications Superintendent

Indianola Municipal Utilities

111 S. Buxton Ave • PO Box 356

Indianola, IA 50125-0299

kripperger@indianolaiowa.gov

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR: _____

Date: _____

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

Notice of Award

TelCom Construction, Inc.

2218 200th Street East • PO Box 189

Clearwater, MN 55320

Contract: Norwalk to Indianola Fiber Optic Link

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IMU looks forward to working with you and your team on this project. Please let us know if you have any questions.

Sincerely,

Kurt Ripperger

Communications Superintendent

Indianola Municipal Utilities

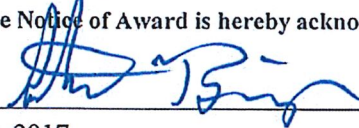
111 S. Buxton Ave • PO Box 356

Indianola, IA 50125-0299

kripperger@indianolaiowa.gov

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR: 

Date: August 29, 2017

INDIANOLA MUNICIPAL UTILITIES  Electric • Network Services • Water	NOTICE TO PROCEED	
PROJECT:	PROJECT NO.:	DATE:
		PAGE 1 OF 1
TO:		
DESCRIPTION OF WORK:		

You are hereby notified to commence Work in accordance with the Construction Contract dated _____, 20_____, on, 20_____, 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 _____, 20_____.

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 _____, 20__.

BY _____

		SHOP DRAWING TRANSMITTAL FORM
PROJECT:	PROJECT NO.:	DATE:

TO: _____ Transmittal Number: _____
 _____ 1st submittal ☐ Resubmittal ☐
 _____ (Previous Transmittal # _____)

Description of Equipment: _____ Manufacturer: _____
 Data No. _____ Taken _____

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 IMU 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.

 (Authorized Signature of Contractor) (Firm Name) _____

 (Mailing Address)

(THIS SPACE FOR IMU, THROUGH ITS ENGINEER)

The above drawings are returned with action as designated above in accordance with the following legend:

- A No Exception Taken
- B Make Corrections Noted and Resubmit Corrected Copies
- C Revise and Resubmit
- D Rejected
- E Submit Specified Item

By: _____
 Date: _____

		CHANGE ORDER
PROJECT:	PROJECT NO.:	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/IMU ENGINEER: _____

BY: _____
DATE: _____

BY: _____
DATE: _____

BY: _____
DATE: _____

ACCEPTED:

CONTRACTOR: _____

INDIANOLA MUNICIPAL UTILITIES

BY: _____
DATE: _____

BY: _____, Project Manager
DATE: _____



APPLICATION FOR PAYMENT

PROJECT:	CITY PROJECT NO.:	PERIOD ENDING:
DATE:	APPLICATION NO.	ORIGINAL CONTRACT SUM: \$
		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	\$

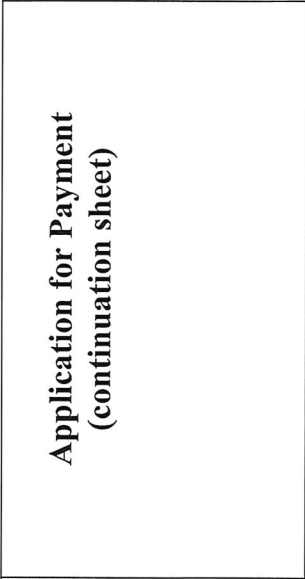
The undersigned Contractor certifies to the best of his knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid by him/her for Work for which previous Applications for Payment were 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\$ _____

_____ DATE: _____
PROJECT MANAGER DIRECTOR



PROJECT:	PROJECT NO.:	APPLICATION NO.:
		DATE:
		PAGE 2 OF 2

[illegible]

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



PARTIAL WAIVER OF LIEN

Project No. _____

To All Whom it May Concern:

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

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

(F) _____
(Name of sole ownership, corporation or partnership)

(Affix corporate

SEAL here)

(Signature of Authorized Representative)

Title: _____

INSTRUCTIONS FOR PARTIAL WAIVER

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



FINAL WAIVER OF LIEN

Project No. _____

To All Whom it May Concern:

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

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

(F) _____
(Name of sole ownership, corporation or partnership)

(Affix corporate

SEAL here)

(Signature of Authorized Representative)

Title: _____

INSTRUCTIONS FOR FINAL WAIVER

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

		CERTIFICATE OF SUBSTANTIAL COMPLETION	
PROJECT:		CITY PROJECT NO.:	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 IMU, in accordance with the Contract Documents, including the General Conditions to the Construction Contract and the definition of "Substantial Completion" set forth therein, to make a finding that the Project (or specified part) can be utilized for the purposes for which it was intended. A List of Items to be completed or corrected ("Punch List") are attached hereto. The failure to include any items on said list does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

Indianola Municipal Utilities

TO: _____
(CITY)

AND TO: _____
(CONTRACTOR)

The Work performed under the Contract referenced above has been inspected by the Project Manager on the above-named project and/or the City Engineer for the City of Centennial 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 the City have agreed to the attached Punch List of items to be completed or corrected before Final Completion

PROJECT MANAGER

DATE

The Contractor accepts the above Certificate of Substantial Completion.

CONTRACTOR

AUTHORIZED REPRESENTATIVE

DATE

		CERTIFICATE OF FINAL COMPLETION	
PROJECT:		PROJECT NO.:	CONTRACT NO.:
			CONTRACT DATE:
FINAL COMPLETION DATE:		CONTRACTOR:	CONTRACT PRICE:
DATE ISSUED:	DESCRIPTION OF PROJECT 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 IMU.

Indianola Municipal Utilities

TO: _____ DATE OF SUBSTANTIAL COMPLETION: _____
(CITY) (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

IMU	
Contractor	

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

Approval by:
IMU Engineer _____
IMU Manager _____
ENCLOSURES (identify and attach)

Date _____
Date _____

		CERTIFICATE OF PARTIAL ACCEPTANCE	
PROJECT:		CITY PROJECT NO.:	CONTRACT NO.:
PARTIAL ACCEPTANCE DATE:		CONTRACTOR:	
DATE ISSUED:		DESCRIPTION OF PART OF PROJECT COMPLETED:	

PARTIAL ACCEPTANCE

Indianola Municipal Utilities (IMU) will issue this Certificate of Partial Acceptance upon application therefore by the Contractor and upon a finding by IMU that a unit or 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 or portion 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 the undersigned authorized representatives of Indianola Municipal Utilities and Contractor, and the specified part of the Project, (as indicated above) is hereby declared to be satisfactorily completed in compliance with the Contract.

ENGINEER

DATE

The CONTRACTOR accepts the above **Certificate of Partial** Acceptance.

CONTRACTOR

AUTHORIZED REPRESENTATIVE

DATE

INDIANOLA MUNICIPAL
UTILITIES
FIBER TO THE HOME NETWORK
TECHNICAL SPECIFICATIONS

SPECIFICATIONS TABLE OF CONTENTS

Section	Description	Page
27 05 43	Underground Ducts and Raceways for Communications Systems.....	65
33 05 07.13	Utility Directional Boring and Plowing.....	73
33 81 29	Communications Underground Handholes.....	82
33 82 23	Optical Fiber Transmission and Distribution Cabling.....	84
33 82 23.13	Optical Fiber Splicing and Terminations.....	89

SECTION 27 05 43

UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS

PART 1- GENERAL

1.01 DESCRIPTION

- A. This specification addresses the requirements for the underground duct and raceway for the NORWALK TO INDIANOLA FIBER OPTIC LINK design.
- B. This section covers overall product and implementation specifications for the underground duct and raceway.
- C. The Contractor shall consider the specifications provided in this section in conjunction with the Contract Documents.

1.02 SECTION INCLUDES

- A. Design Requirements
- B. Materials
- C. Installation

1.03 RELATED SECTIONS

- A. Section 33 81 29 – Communications Underground Hand Holes

1.04 REFERENCES

- A. NFPA 70 - National Electrical Code.
- B. IEEE C2 - National Electric Safety Code.

1.05 SAFETY AND RESTRICTIONS

- A. See specific elements within this document for safety and restrictions information. Contractors shall bear all responsibility and cost to locate existing underground utilities including, but not limited to, electricity, natural gas, domestic water, steam and condensate, chilled water, sewer, storm drainage, and

NORWALK TO INDIANOLA
FIBER OPTIC LINK

August 8, 2017 – Issued for Bid
UNDERGROUND DUCTS AND RACEWAYS FOR
COMMUNICATIONS SYSTEMS

DIVISION 27 – COMMUNICATIONS
27 05 43 – UNDERGROUND DUCTS AND RACEWAYS FOR
COMMUNICATIONS SYSTEMS

telecommunications. Contractors shall have all underground utilities clearly marked prior to any excavation.

- B. Contractors shall contact IMU immediately if unmarked utilities are discovered. Contractors shall stop all work in the area until the utility can be identified. Contractors may be required to recall the originally pre-approved locator to trace the utility to an identifiable point. Contractors shall contact IMU immediately if a utility is damaged in any way. Contractors shall stop all work in the area until directed by IMU.
- C. Information from IMU on underground utility placement does not waive Contractors from confirming the presence and location of all underground utilities in the work area.
- D. Contractors shall provide all necessary equipment to safely excavate and construct conduit/duct pathways. Contractor shall comply with all federal, state, and IMU regulations regarding working in this environment. Appropriate personal protective equipment is required and shall be the responsibility of the Contractors.

1. 06 DESIGN REQUIREMENTS

A. Underground Pathways

1. The conduits and fittings shall be a 1.599" ID HDPE (1.5" nominal size) SDR 13.5 ASTM F 2160. The conduits shall be joined by heat fusion providing a permanent and watertight seal.
2. The backfill material may be material removed from the original excavation. All backfill materials shall be free from boulders, large rock, asphalt, concrete, bricks, wood blocks or roots, and other debris.
3. Hydro Seeding shall be used to replenish grass. Contractor is responsible for watering according to hydro-seeding requirements. Seeded area will need to be approved by IMU. After a 60-day period, IMU to issue final approval of seeded area.
4. Design for all materials to prevent erosion of seeded areas.

B. Direct-buried

DIVISION 27 – COMMUNICATIONS
27 05 43 – UNDERGROUND DUCTS AND RACEWAYS FOR
COMMUNICATIONS SYSTEMS

5. Only residential and multiple dwelling unit (non-business) drop pathways are allowed to be direct-buried. Business drop pathways shall be in conduit. All other pathways shall be in conduit.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Store all materials above grade. Prevent water, dirt, and debris from entering conduits and tubing.

PART 2- PRODUCTS

1.01 MATERIALS

A. HDPE Conduit (Duct)

1. Manufacturers: Manufacturer shall be listed with the plastic pipe institute as meeting the recipe for mixing requirements of the resin manufacturer for the resin used to manufacture the pipe in this project.
 - a. HDPE raceway for directional boring, plowing, and open trenching
2. Manufactured to ASTM F-2160-10 for HDPE Conduit based on Controlled Outside diameter meeting the following requirements:
 - a. Wall Construction: Smooth Interior, Smooth Exterior
 - b. Color: Orange
 - c. Material Size: HDPR SDR 13.5, Diameter as shown in the plan, is the inside diameter.
 - d. Density .941-.955 g/cc
 - e. Melt Index of less than .15-.4 g/10 minutes
 - f. Tensile Strength at yield, 3,000 – 4,000 psi per ASTM D790
 - g. Flex modulus – 110,000 – 160,000 psi

- h. ESCR, F20 Condition C, > 192 Hours
- i. Minimum Elongation at break shall be 400% when tested per ASTM D638
- j. Joining shall be performed by thermal butt-fusion in accordance with the manufacturer's recommendations. Or with the use of watertight and air tight mechanical connectors such as E-Loc manufactured by ETCO Technologies or equal.

B. Conduit plugs

- 1. Conduit ends must be covered at all times to keep debris out.

C. Pull tape

- 1. 5/8" or larger wide polyester, full length of reel
- 2. Manufacturers
 - a. Terry-Durin
 - i. Muletape, 22 AWG, 1250 lbs minimum
 - b. Other acceptable manufacturers offering equivalent products

D. Warning tape (for open trenches only)

- 1. High stretch polymer, orange tape, blank print
- 2. Marked "Optic Fiber" or "Communications"
- 3. Manufacturers
 - a. Empire Level Mfg., 25-071, Orange FO Cable MegaStretch

- b. Other acceptable manufacturers offering equivalent products

J. Tracer Wire

- 1. Green, insulated wire
- 2. #12 THHN copper solid conductor

PART 3- EXECUTION

3. 1 INSTALLATION

A. Digging and Trenching

- 1. In general, underground pathways shall be at a minimal depth of 42" to the top of the pathway elements, where possible. Deviations from this specification must be pre-approved by IMU Personnel.
- 2. Digging and trenching shall be in accordance with codes and requirements established by all applicable local, state, and federal agencies and departments.
- 3. All trenching and digging shall be done in a neat and workmanlike manner. All methods of construction and details of workmanship shall be subject to the control and approval of IMU.
- 4. Contractors shall protect from direct damage during construction and damage resulting from construction all surrounding environments, including, but not limited to, existing roadways, sidewalks, curbing, trees and shrubs, open grass areas, and planting beds. Contractors shall use planking and ramps as needed to protect these areas.
- 5. Contractors shall restore, repair, rebuild, or replace any items including, but not limited to, adjacent property, existing fences, trees and shrubs, roadways and curbs, sidewalks, and surface utilities and parts damaged during construction. Damaged items shall restore, repair, rebuild, or replace to their original condition and to the satisfaction of IMU.

DIVISION 27 – COMMUNICATIONS
27 05 43 – UNDERGROUND DUCTS AND RACEWAYS FOR
COMMUNICATIONS SYSTEMS

6. Contractors shall locate and stake all pathways and spaces to be installed. Contractors shall confirm with IMU and the project engineers all staked pathways and spaces. Contractors shall notify IMU of any discrepancies in the site plan and the existing conditions.
7. Contractors shall protect, support, and maintain all existing utilities in the work area as they are encountered during excavation.
8. Contractors shall provide traffic control, signage, plating, etc. as necessary to maintain the safe flow of vehicular traffic as deemed necessary by IMU. Contractors shall contact IMU for approval of any changes to normal flow of vehicular traffic in and around the construction area and to arrange to road closures, if necessary.
9. Contractors shall install erosion control measures as needed to minimize erosion and to prevent soil run-off from the construction area.
10. Contractors shall saw cut all paved area encountered during excavations. Cuts shall be neat and straight.
11. Contractors shall provide and install all necessary barriers to prevent unauthorized entry into the construction area. Contractors shall provide temporary walkways to divert pedestrian traffic safely around the construction area. All open excavations must be fenced off. Scare or warning tape not allowed.

B. Restoration

1. Contractors may backfill in stages, when necessary to complete trenching.
2. Contractors shall remove all remaining excavated material from the construction area and shall compact trench or excavation area.
3. Contractors shall remove any erosion control devices no longer needed, not including those in and around hydro seeded areas.

C. Conduit/Duct Pathways

1. Contractors shall store all conduits and fittings in a manner to prevent dirt, rain, and other debris from entering the conduits. All conduits and fittings shall be free from dirt, water, and debris before installation.
2. Contractors shall locate each ductbank as specified by this document and subsequent documentation provided by IMU.
3. Contractors shall core-drill to penetrate a building.
4. Contractors shall provide and install framing as necessary to prevent the penetration of concrete into the interior space of a structure. Contractors shall remove this framing when the concrete has properly set and after backfilling is complete.
5. Contractors shall install horizontal conduits ending in structures flush with the interior surface of the wall. Contractors shall install vertical conduits ending in entrance facilities such that they extend a minimum of 4" above the final floor. Contractors shall cut the conduits square with the conduit. Contractors shall install vertical/angled conduits ending in vaults and hand holes such that they extend a minimum of 4" above pea gravel.

F. Final Installation of New Pathway

1. Contractors shall install Muletape pull strings into all conduits.
2. Contractors shall install a tracer wire in one of the conduits of a new pathway. In handholes and entrance facilities, the tracer wire shall be bonded to ground. The wire shall be clearly labeled with a stainless steel stamped tag.
3. In hand holes, the tracer wire shall loop up to the neck such that it can be reached without entering the hole. The wire shall be securely anchored along the neck, ceiling and wall.
4. Contractors shall install duct plugs at both ends of all conduits.

DIVISION 27 – COMMUNICATIONS
27 05 43 – UNDERGROUND DUCTS AND RACEWAYS FOR
COMMUNICATIONS SYSTEMS

G. Direct-buried Pathways

1. Direct-buried pathways shall not be used for permanent distribution installations. Direct-buried pathways shall be used for drops, unless otherwise noted in Contract Documents.

END OF SECTION 27 05 43

SECTION 33 05 07.13

UTILITY DIRECTIONAL BORING AND PLOWING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This specification addresses the requirements for the Utility Directional Boring and Plowing for the Indianola Municipal Utilities Norwalk to Indianola Fiber Optic Link design.
- B. This section covers overall product and implementation specifications for Utility Directional Boring and Plowing.
- C. The Contractor shall consider the specifications provided in this section in conjunction with the Contract Documents.

1.02 SECTION INCLUDES

- A. Contractor Submittals
- B. Protection of Underground Facilities
- C. Scope of Work
- D. General

1.03 RELATED SECTIONS

- A. Section 27 05 43 – Underground Ducts and Raceways for Communications Systems
- B. Section 33 81 29 – Communications Underground Handholes

1.04 UTILITY DIRECTIONAL BORING CONTRACTOR QUALIFICATIONS

A. See Section Invitation to Bid

1.02 CONTRACTOR SUBMITTALS

A. All submittals requiring engineer approval shall be submitted not less than three (3) days prior to commencing any utility directional boring activities. Submittals for conduit installation shall include but are not limited to the following:

1. The fusion machine operator shall be certified. Proof of certification shall be provided as part of the submittal package and approved by Owner prior to mobilization on site.
2. Overall boring schedule with the estimated start date.
3. List of equipment to be used for the boring including directional drills, guidance systems, and boring support equipment and general information about each piece of equipment.
4. Summary description of the boring procedures.
5. Composition of boring fluid(s) to be used including Material Safety Data Sheets (MSDSs).
6. Description of boring fluid solids control system.
7. Plan for minimization of excess boring fluids and the disposal of those fluids. Provide documentation on the proposed boring fluids disposal site that demonstrates that the site is approved by all relevant regulatory agencies and that the site owner has granted permission for the fluids disposal.
8. Proposed plan and profile of one pilot hole alignment.
9. Pulling load calculations for each installation demonstrating that the maximum specified pull loads on the pipe or conduit will not be exceeded.

1.03 PROTECTION OF UNDERGROUND FACILITIES

- A. The contractor shall be responsible for locating any and all underground facilities regardless of engineer's previous efforts in this regard. Contractor shall be responsible for all losses and repairs to underground facilities resulting from boring operations. The contractor shall undertake the following steps prior to commencing boring operations in a location which might contain underground facilities.
1. Contact Iowa one call and all other utilities and project owners not covered by this service for the construction area.
 2. Positively locate and stake all existing lines (including sewer and irrigation), cables, dog fences, or other underground facilities including exposing any facilities which are located within 5 feet of the designed drill path.
 3. Modify boring practices and downhole assemblies to prevent damage to existing facilities.

1.04 NOTIFICATIONS

- A. The contractor shall give IMU a daily update prior to the start of any directional boring.

1.06 SAFETY

- A. It shall be the contractor's responsibility to see that the work is done in conformance with all applicable Federal, State, and local safety requirements.

1.07 SCOPE OF WORK

- A. Work under this specification includes all labor, equipment and materials required for installation of pipe or conduit by utility directional boring or plowing. The utility directional boring will be completed in two phases. The first phase consists of boring a small diameter pilot hole along the designed directional path as shown on the plans. The second phase consists of enlarging the pilot hole to a diameter suitable for installation of the pipe or conduit, and then pulling the pipe or conduit through the enlarged hole.
- B. The contractor shall be responsible for maintaining the specified line and grade within the specified deviation tolerances.
- C. Contractor shall plow according to direction given in Contract Drawings. All plowing shall be done in accordance with industry standards.

PART 2 - PRODUCTS

2.01 General

- A. All materials and equipment used in the boring systems shall be of high quality and shall be in good condition. Utility directional boring shall be performed in accordance with these specifications and in accordance with the latest edition of Utility Directional Boring Good Practices Guidelines as published by the HDD Consortium and as available from the North American Society for Trenchless Technology. Utility directional boring shall include all labor, equipment and consumables necessary to complete the work as shown on the plans.
- B. Plow chute shall be such that the conduit passing thru the chute will not bind or be bent at a radius of less than 20 times the outside diameter of the conduit. The feed chute must have a removable gate for the purpose of inspection and the allow the conduit to be removed from or inserted into the feed chute at any intermediate point between splice locations. The conduit path inside the chute shall have low friction surfaces and be free of burrs and other sharp edges. The use of internal guide rollers is prohibited.
- C. The plowing equipment shall be capable of extending the plow depth in order to maintain the required minimum depths under all terrain conditions.
- D. The reel carrier shall be of adequate size and be configured so that the reel sizes used by the contractor can be safely handled.

- E. Buried Cable Warning Devices: IMU employs 2 types of buried cable warning devices.
 - 1. Steel Marker Post and Tubular Markers with and without test stations
 - 2. Buried Cable Warning Tape to be placed in all open trench and plow portions of an installation.

PART 3 - EXECUTION

3.01 General

- A. Unless otherwise provided, the contractor shall furnish and install all fittings, closure pieces, jointing materials and all appurtenances as shown and as required to provide a complete and workable installation. All fabrication and testing shall comply with the requirements listed herein.
- B. The contractor shall carefully study the plans and specifications applicable to the work involved, notify the engineer of any irregularities or difficulties, and become familiar with the conditions, and difficulties involved with utility directional boring at the site of the work.
- C. Failure on the part of the contractor to properly appraise the factors, conditions and difficulties involved in the performance of the work will not entitle the contractor to extra compensation of any kind, nor shall it relieve the contractor of the obligation of executing all details of the work as specified and planned.

3.02 WORK AREA

- A. The available work area is limited to the area designated within the construction limits as shown on the plans and/or as shown on the easements at the directional boring entrance area and exit area.
- B. The contractor will be responsible for constructing any required temporary work pad for directional boring in accordance with all applicable permits and local ordinances. The CONTRACTOR shall provide culverts, rock, and geotextile if shown on the plans, complete.
- C. The contractor shall contain the boring fluid at all times and prevent the flow of boring fluid out of the construction limits.

- D. If applicable to the project, the contractor shall limit its operations within the designated temporary construction easement and permanent easement areas as shown on the drawings and/or the respective easements at the entrance and exit locations and shall adhere to all conditions and requirements of the easements granted to the owner.

3.03 PILOT HOLE

- A. The pilot hole shall be drilled along the path shown on the drawings. and to the tolerances listed below:
 - 1. Elevation at entrance point - as designed.
 - 2. Entrance point location - within 2-feet radius of design location.
- B. During directional boring, the contractor shall survey the location of the pilot hole every 20 feet. Upon the completion of the pilot hole boring, the contractor shall provide a tabulation of coordinates, referenced to the drilled entry point or to another approved suitable point that can be used to create an accurate as-built plan and profile of the pilot hole. The contractor shall utilize a directional boring locating system to guide the location of the pilot hole and to document the final location of the pipe. The locating system shall be DigiTrak F5 Directional Boring Location System as manufactured by Digital Control, Inc., Kent, Washington, or approved equal.

3.04 REAM AND PULL BACK

- A. Pre-reaming operations shall be conducted at the discretion of the contractor. All provisions of this specification relating to simultaneous reaming and pulling back operations shall also pertain to pre-reaming operations.
- B. The maximum allowable pull load imposed on the HDPE pipe shall be calculated by the contractor and submitted to the engineer for review. The tensile stress in the pipe wall at the pull nose shall not exceed 1,100 psi for HDPE pipe. The contractor shall have accurate working gauges which register tensile force being used to pull the pipeline back through the reamed borehole. IMU shall be notified immediately if pulling loads exceed 75 percent of the maximum allowable load for the pipeline. All pulling loads shall be monitored and recorded.
- C. A swivel shall be used to connect the pull section to the reaming assembly to minimize torsional stress imposed on the section.
- D. The pull section shall be installed in the reamed hole in such a manner that the external pressures are minimized. Any damage to the pipe resulting from external pressure during installation shall be the responsibility of the contractor.

- E. Buoyancy modification shall be used at the discretion of the contractor. Any buoyancy modification procedure proposed for use shall be submitted to the engineer for approval. No procedure shall be used which has not been reviewed and approved by the engineer. Buoyancy modifications will only be allowed using potable water. The contractor is responsible for any damage to the pull section resulting from buoyancy modifications.

3.05 TRACER WIRE

- A. Tracer wire shall be a #12 solid conductor with green THHN insulation. Tracer wire is to be utilized for future locating purposes, routed inside the duct. The tracer wire shall be routed to the blind flanges at either end of the drilled installation to provide access to terminal ends of the wire. All locations of tracer wire intersections shall be connected to provide electrical continuity and bonded to ground. After installation, the tracer wire shall be continuous.
- B. Leave slack in mainline tracer wire equivalent to a 3-foot tail at each end to facilitate splicing, connecting, and waterproofing. Additional tail may be required at locations designed to have marker posts with test station.
- C. Test for continuity in the wire after all work has been completed on the test section. Perform intermediate testing after backfilling operations and prior to surface restoration work.

3.06 BURIED CABLE MARKERS LOCATION AND NUMBERING

- A. IMU standard cable markers will be placed at locations noted on the construction drawings and at locations described below. When cable is being placed in open trenches or conduits, cable markers, and properly marked signs will be positioned simultaneously with trench backfill. Upon conclusion of cable placement, cable markers will be placed along the cable route. Engineering judgment is to be exercised in the placement of the tubular marking. One tubular marker may suffice in an area where a handhole, bore or running line change may exist.
- B. IMU will not place markers with the urban areas of the community. However, it requires placements of markers in rural segments.
- C. IMU standard marking device posts will be placed at all locations described below:
 - 1. Minimum 1000-foot intervals in rural areas maximum. This distance is also limited to the line of sight to the next marker.
 - 2. Culverts
 - 3. Each side of water and bridge crossings
 - 4. Road crossings
 - 5. Handhole/vault locations

- D. Tubular marker post with test stations are to be used at all handhole and vault locations in rural areas to assist with possible locates.

3.07 BORING FLUIDS

- A. The contractor is responsible for obtaining, transporting and storing any water required for boring fluids.
- B. The contractor shall maximize recirculation of boring fluid surface returns. The contractor shall provide solids control and fluid cleaning equipment of a configuration and capacity that can process surface returns and produce boring fluid suitable for reuse. The engineer will review standards for solids control and cleaning equipment performance or for treatment of excess boring fluid and drilled spoil.
- C. Disposal of excess boring fluids is the responsibility of the contractor and shall be conducted in compliance with all environmental requirements. Boring fluid disposal procedures proposed for use shall be submitted to the engineer. No procedure may be used which has not been approved by the engineer. Control of boring fluids on the site is very critical. Spills of boring fluids will not be allowed or permitted.

3.08 PLOW SLOTS

- A. The slot made in the soil by plowing the conduit shall be closed immediately by driving a vehicle of sufficient weight over the plow slot to thoroughly compact the plow slot. Start and finish pits shall be excavated in advance of the start of plowing operations. All utilities that will be crossed by plowing shall be exposed in advance of the plowing operations to prevent damage. Care shall be exercised to prevent damage to previously installed conduits at start and end locations.

3.09 PLOWING PRECAUTIONS

- A. The contractor shall be liable for all conduit damage and the subsequent repair of said damage.
- B. The plowing tractor/prime mover shall be started slowly and speed increased gradually after slack is removed from the conduit.
- C. Changes in plow altitude and depth shall be changed gradually. Changes shall only be made while the prime mover is in motion.
- D. In the event that the plow chute needs to be raised when the plow is not in motion, the contractor shall excavate the conduit to the rear of the chute and sufficient conduit slack shall be pulled so that the conduit is not kinked.

- E. Only blades specifically designed for extreme forward rake angles may be used when plowing in with extreme forward raking.
- F. When re-rigging the plow for offset plowing, the conduit shall be removed and rerouted throughout the chute to prevent kinking.
- G. Abrupt changes in the plow path may require advance grading of the route. The contractor shall discuss these areas with the owner in advance and not proceed with written approval.
- H. The plow shall not be operated in reverse while conduit is still in the chute.
- I. The plow shall not be wobbled either in a vertical or horizontal manner to break through an obstruction.

END OF SECTION 33 05 07.13

SECTION 33 81 29
COMMUNICATIONS UNDERGROUND HANDHOLES

PART 1- GENERAL

1.01 DESCRIPTION

- A. This specification addresses the requirements for the Communications Vaults, Handholes, and Cabinets for the Norwalk to Indianola Fiber Optic Link Design.
- B. This Contractor shall consider the specifications provided in this section in conjunction with the Contract Documents.

1.02 SECTION INCLUDES

- A. Submittals
- B. Materials
- C. General

1.03 RELATED SECTIONS

- A. Section 27 05 43 – Underground Ducts and Raceways for Communications Systems
- B. Section 33 05 07.13 – Utility Directional Boring and Plowing

1.04 SUBMITTALS

- A. Product cut-sheet

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Handholes
 - 1. Rated ANSI Tier-5/AASHTO A8.
 - 2. Contain Metal-Locatable marker for identification.
 - 3. Handholes must be available in sizes and configurations according to Contract Documents to accommodate 50' tails and 100' coiled fiber storage and splice case.

4. Must be labeled "IMU Fiber Optic Cable"

PART 3 - EXECUTION

3.01 Installation

A. General

1. Handholes shall be installed in locations according to the Contract Drawings.
2. Contractor shall install 6" of pea gravel to cover the base.
3. Contractor shall cut-off ducts within 4"-6" of pea gravel surface.

B. Environmental Provisions

1. Excavating for hand holes shall be of sufficient depth and size to permit the installation of the unit.
2. Contractor to backfill around the installed hand hole and place hydro seed and straw around the installation area to replenish damaged lawn.
3. The hand holes shall be installed so they are flush to the ground line.
4. Contractor shall compact the earth around the installed hand holes and vaults to prevent settling.

END OF SECTION 33 81 29

SECTION 33 82 23
OPTICAL FIBER COMMUNICATIONS TRANSMISSION AND DISTRIBUTION
CABLING

PART 1- GENERAL

1.01 DESCRIPTION

- A. This specification section defines the optical fiber communications transmission and distribution cabling for the Norwalk to Indianola Fiber Optic Link design.
- B. This section covers overall product and implementation specifications for Optical Fiber Communications Transmission and Distribution Cabling
- C. The Contractor shall consider the specifications provided in this section in conjunction with the Contract Documents

1.02 SECTION INCLUDES

- A. Submittals
- B. Materials
- C. General
- D. Installation Preparation

1.03 RELATED SECTIONS

- A. Section 33 82 23.13 – Optical Fiber Splicing and Terminations

1.04 SUMMARY

- A. The fiber optic installation shall be in accordance with or exceed all minimal requirements of State codes, National codes and manufacturer specifications as applicable. Construction techniques shall conform to the following in order of precedence. (1) These standards and specifications; (2) Cable manufacturer; (3) accepted industry practices.
- B. The contractor shall furnish and install all necessary miscellaneous equipment to make a complete and operating system.

1.02 APPLICABLE STANDARDS

A. Materials and equipment supplied as part of the fiber optic system shall comply with:

1. ITU-T G.657.B3
2. ITU-T G.652.D
3. NESC Section 230F, Overhead Clearances
4. REA Specifications for Filled Fiber Optic Cables
5. EIA-STD-RS-455 Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Connecting and Terminating Devices
6. MIL-STD-202 Test Methods for Electronic and Electrical Component Parts
7. MIL-STD-454 Standard General Requirements for Electronic Equipment
8. MIL-STD-810 Environmental Test Methods and Engineering Guidelines
9. EIA/TIA-598 Tube and Fiber Color Code
10. EIA-568-A Fiber Optic Cable Testing Procedures
11. NFPA-70-1993 National Electrical Code Article 770, Optical Fiber Cable

1.03 SECTION INCLUDES

- A. Methods and materials for installing
- B. Fiber Optic Cable

1.04 SUBMITTALS

- A. Installation Plan
- B. Manufacturer Data Sheets

PART 2- PRODUCTS

2.01 MATERIALS

33 82 23 – OPTICAL FIBER TRANSMISSION AND DISTRIBUTION CABLING

- A. Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacturing of products used for outdoor fiber optic system installations. All materials and equipment furnished shall be new, of first quality, of latest design and be completely free from defects in material and poor workmanship. All like pieces of equipment shall be of the same type and manufacturer to assure uniformity, interchangeability of components, single responsibility, and most satisfactory service.
- B. Each major component of equipment shall have the manufacturer's name, address, type or style, model or serial number and catalog number on a plate secured to the equipment.
- C. Fiber Optic Cable General Specifications
 - 1. General Cable Characteristics
 - a. Loose tube construction
 - b. Single armor, single jacket
 - c. Moisture inhibitor or water blocking tape
 - d. Fiber counts contained in sheath will range from 12 to 288
 - e. Standard single mode fiber with the following characteristics:

PARAMETERS	VALUE
Mode	Single
Type	Step Index
Core diameter	8.3 μm (nominal)
Cladding diameter	125 $\mu\text{m} \pm 1.0 \mu\text{m}$
Core to Cladding Offset	$\leq 0.6 \mu\text{m}$
Coating Diameter	245 $\mu\text{m} \pm 10 \mu\text{m}$
Cladding Non-circularity defined as: [1-(min. cladding dia $\div$ max. cladding dia.)] $\times 100$	$\leq 1.0\%$
Proof/Tensile Test	100 kpsi, min.
Attenuation @ 1,310 nm	$\leq 0.35 \text{ dB/km}$
Attenuation @ 1,410 nm	$\leq 0.30 \text{ dB/km}$
Attenuation @ 1,550 nm	$\leq 0.25 \text{ dB/km}$
Attenuation at the Water Peak	$\leq 2.1 \text{ dB/km @ } 1383 \pm 3\text{nm}$
Chromatic Dispersion:	
Zero Dispersion Wavelength	1301.5 to 1321.5 nm

33 82 23 – OPTICAL FIBER TRANSMISSION AND DISTRIBUTION CABLING

Zero Dispersion Slope at zero dispersion wavelength	$\leq 0.092 \text{ ps}/(\text{nm}^2 \cdot \text{km})$
Maximum Dispersion:	3.3 ps/(nm*km) for 1285 - 1330 nm <18 ps/(nm*km) for 1550 nm
Cut-Off Wavelength	<1260 nm
Mode Field Diameter (Petermann II)	9.3 $\pm$ 0.5 μm at 1310 nm 10.5 $\pm$ 1.0 μm at 1550 nm

- D. Upon arrival of the fiber cable reels to the job site from the manufacturer, all reel and cable data shall be removed from the reels. The Contractor shall provide a bi-directional OTDR shot of each fiber to determine that all fibers match reel data and that no fibers were damaged during transport. The Contractor shall provide all reel data and OTDR traces, as well as packing lists to the Owner or their authorized representative for review and approval prior to cable installation.

PART 3 - EXECUTION

3.01 GENERAL

- A. The handling of fiber optic cables shall comply with the specifications of the manufacturer. Maximum tensile forces applied to the cable as well as minimum bend radius specifications are typical requirements common to all fiber optic cables.
- B. Contractor shall install fiber optic cable in the conduit system as specified on the drawings, and in accordance with Owner's specifications and the manufacturer's recommendations. Each reel of fiber optic cable shall be tested at the factory. The Contractor may at their discretion, reel test the fiber prior to installation. Contractor assumes responsibility of the fiber cable upon receipt until acceptance by Owner.
- C. Contractor shall record fiber sheath cable footage markings.
- D. Contractor shall leave fifty feet (50') tail and 100' coil of cable slack in distribution point handholes that will be utilized for splicing. All cable slack shall be neatly coiled into handhole J-hooks and secured with black cable ties.
- E. The cable shall be identified in each distribution point and access points utilizing cable tags. Contractor shall label cable with a stainless steel and copper stamped tag. Labels shall include the cable name and any requested Owner information.
- F. When utilizing existing conduit in the area or Owner's existing backbone conduit system the Contractor shall account for the cleaning and the fishing of conduits before installing fiber optic cables in the these conduits, if the existing conduit is empty.

- G. New and existing empty conduit shall be fished a few days before the installation of the cable in order to minimize obstacles in the pulling of the cable.
- H. The Contractor shall lubricate, with product specifically designed to lubricate cables with polyethylene exterior sheaths, all new fiber optic cables, which may be pulled through a fabric innerduct, in order to minimize the pulling force applied to the cable during its installation. Generally, a quantity of 50 ounces per 1600 feet of cable is necessary. All lubricant or leak detection liquid shall be non-flammable and non-corrosive. The maximum pulling force at the pulling handle shall be 2.6 kilo-Newton and 2 kilo-Newton per each 300 feet, on the sheath of the cable. In order to minimize the risk of pulling too hard, the equipment shall never be set at a level higher than which corresponds with the maximum tolerance for the cable.
- I. Contractor shall avoid bends of small radii and twists that may damage the fiber optic cable. Contractor shall not bend cable in a radius less than twenty (20) times the outside diameter of the cable. Contractor shall use pulleys, sheaves, radius wheels, or other devices to meet this requirement.
- J. 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.
- K. Contractor shall utilize cable lubrication to reduce pulling tension.
- L. The 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. The manufacturer of fiber optic cables shall supply with the cable reel a paper copy of the test results performed at the factory on the cable.
- M. The Contractor shall respect the minimum bend radius of the fiber optic cable specified by the manufacturer. The minimum bend radius is generally never smaller than ten (10) times the diameter of the cable. Some manufacturers of certain kinds of fiber optic cables require minimum bend radii of 16 to 24 times the diameter of the cable. The Contractor shall respect, at all turns in the cable path, the minimum bend radius that the cable tolerates while it is being pulled, and the final bend radius when the cable is permanently set in place.
- N. The Contractor shall never apply a pulling force on the cable, which may exceed the maximal pulling force specifications of the manufacturer.
- O. Any and all damages to the cable caused by or discovered by Contractor shall be immediately reported to the Owner's field representative. Upon notification, Owner will instruct the Contractor as to action necessary for cable repair or replacement.
- P. Contractor shall dispose of all reels in an appropriate manner. Any unused cable

DIVISION 33 – UTILITIES

33 82 23 – OPTICAL FIBER TRANSMISSION AND DISTRIBUTION CABLING

shall be returned to Owner or as directed by the Owner's field representative.
Contractor shall properly dispose of any cable determined to be "unusable" by an
Owners field representative.

END OF SECTION 33 82 23

SECTION 33 82 23.13
OPTICAL FIBER SPLICING AND TERMINATIONS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This section addresses the requirements for the Optical Fiber Splicing and Terminations for the Norwalk to Indianola Fiber Optic Link design.
- B. This section covers the overall product and implementation specifications for Optical Fiber Splicing and Terminations
- C. The Contractor shall consider the specifications provided in this section in conjunction with the Contract Documents.

1.02 SECTION INCLUDES

- A. Applicable Standards
- B. Submittals
- C. Quality Assurance
- D. Materials
- E. Installation

1.03 RELATED SECTIONS

- A. Section 33 82 23 – Optical Fiber Transmission and Distribution Cabling

1.04 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.05 SUMMARY

- A. Provides a standard for the splicing and termination of fiber optic cable for IMU. The specification considers that the contractor and work crews are experienced in general cable and fiber strand preparation, familiar with the installation of fiber splice closures, tray management, fusion splicing, and final fiber path connectivity testing. All practices shall be completed in the manner typical of industry standards and all work and facilities will be subject to final inspection and acceptance by the IMU project representative.

The contractor shall furnish and install all necessary equipment to make a complete and operating system.

B. Section Includes

1. Specifications for materials
2. Methods for splicing, termination, and testing of fiber optic cable

1.06 APPLICABLE STANDARDS

- A. The fiber optic cable installation shall be in accordance with or exceed all minimal requirements of State codes, National codes and manufacturer codes as applicable. Construction techniques shall conform to the following in order of precedence: 1) Manufacturer; 2) accepted industry practices, 3) these standards and specifications. Materials and equipment supplied as part of the fiber optic system shall comply with:

1. ITU-T G.657.B3
2. ITU-T G.652.D
3. REA Specifications for Filled Fiber Optic Cables
4. EIA-STD-RS-455 Standard Test Procedures for Fiber Optic Fibers, Cables, Transducers, Connecting and Terminating Devices
5. MIL-STD-202 Test Methods for Electronic and Electrical Component Parts
6. MIL-STD-454 Standard General Requirements for Electronic Equipment
7. MIL-STD-810 Environmental Test Methods and Engineering Guidelines
8. EIA/TIA-598 Tube and Fiber Color Code
9. EIA-568-A Fiber Optic Cable Testing Procedures

10.NFPA-70-1993 National Electrical Code Article 770, Optical Fiber Cable

1.04 SUBMITTALS

- A. Written installation practices and procedures for projects of this type, including practices used to safeguard materials from damage during installation
- B. Manufacturer Data Sheets for all materials used during construction of this project.
- C. Record Drawings: Identify and accurately records the splice information including fiber management information, testing reports, etc.

1.05 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site prior to the start of any fiber splicing or termination

1. Qualifications:

- a. Any project requiring the opening of the fiber optic cable jacket, installation of fiber optic connectors, splicing fibers, or the testing of any fiber optic cable, drop cable, or patch cords shall have at least one supervising fiber optic technician (SFOT) assigned to it. Supervising fiber optic technicians shall meet the following minimum requirements.
- b. The SFOT shall be able to document a minimum of five years of work experience where the splicing, termination, and testing of fiber optic cable with an optical time domain reflectometer (OTDR) and power meter was a primary job responsibility.
- c. The SFOT shall be on the job site supervising other technicians full-time for of all of the splicing, termination and testing of the fiber optic cable.
- d. The SFOT shall also be present to review the entire installation before completion.
- e. Technicians, other than the SFOT, performing fiber optic work such as cable cleaning, splicing, connectorizing, and terminations shall have successfully completed a minimum of one 16 hour fiber optic cable installation course from a major cable manufacturer or approved independent school or two years relevant on-the-job experience. Contractor shall provide IMU documentation stating such.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fiber Optic Splice Closures

1. Should consist of a single ended design and support both mid-sheath and Butt cable splicing
2. Hinged trays for accessibility
3. Preferred to have the least amount of mechanical parts (tape, B sealant, shrink tube, etc.) to minimize human error and prevent water migration into splice enclosure.
4. Available in sizes to accommodate ribbon fiber counts from 12 to 864.
5. External grounding lugs for locate and grounding wires
6. Ability to be pressure tested for leaks.
7. Multiple entry ports.
8. Easily re-enterable for future expansion. This is for adding cables or splicing additional fibers at a later date.

B. Grounding and Bonding

1. Grounding/bonding shall occur at every splice location and building entrance and at other locations which may be called out on the construction detail drawings.
2. The ground rod shall be five-eighth inch (5/8") diameter and eight feet (8') long copper clad and installed to leave six inches (6") exposed inside the handhole.
3. A 5/8 inch acorn, bronze clamp shall be used to affix ground wire to ground rod. Contractor shall install a #6 AWG jacketed solid copper wire from the ground rod to the splice closure ground lug.

PART 3- EXECUTION

3.01 INSTALLATION

- A. The guidelines for terminating and testing the fiber optic network connectivity. Contractors will have successfully installed the specified materials. Manufacturer's installation specifications shall be followed.
- B. Contractor shall install fiber optic cable and splice enclosures in the conduit system or building terminations as specified on the drawings, and in accordance with the manufacturer's recommendations. Contractor assumes responsibility of the fiber cable

upon receipt until acceptance by Owner.

- C. Any and all damages to the cable or material caused by or discovered by Contractor shall be immediately reported to the Owner's field representative. Upon notification, Owner will instruct the Contractor as to action necessary for cable repair or replacement.
- D. Contractor shall use safety measures to protect workers from traffic along roads.
- E. Contractor shall dispose of all waste in an appropriate manner. Any unused cable or material shall be returned to Owner or as directed by the Owner's field representative. Contractor shall properly dispose of any cable or material determined to be "unusable" by an Owners field representative.
- F. Install fiber splice enclosures in locations specified in the design drawings. The installation of the enclosures should be in accordance with the specifications of the manufacturer.
- G. Fiber Optic Cable Preparation
 - 1. Splice Enclosure Cable Dressing
 - a. Cable end and mid-sheath entry preparation should be performed according to splice enclosure manufacturer installation specification
 - 2. Butt Splice Preparation
 - a. The manufacturer's installation instructions are made part of this specification by reference; they will strictly be adhered to. Any variances to the manufacturer's installation instructions must be pre-approved by the IMU supervisor.
 - b. All enclosures will be clean from dirt, cable grease, buffer tube scraps, sheath sealant, compounds, or any other foreign objects. Good housekeeping rules apply.
 - c. Strength members will be fastened down tightly. This includes Kevlar wrap if it exists. Any coating on strength members must be removed prior to securing it under the clamp.
 - d. Tighten all nuts & bolts.
 - e. Clean and organize the Buffer Tubes or Ribbons within the enclosure according to the manufacturer's instructions. Approved cleaning materials are Isopropyl Alcohol (99% pure), D-Gel, or Fiber Clean. Do not use kerosene, gasoline, acetone, or any other chemicals not previously stated. Refer to Figure 1 Figure 2

DIVISION 33 – UTILITIES
33 82 23.13 – OPTICAL FIBER SPLICING AND TERMINATIONS

for examples of how to organize Buffer Tubes within the enclosure.

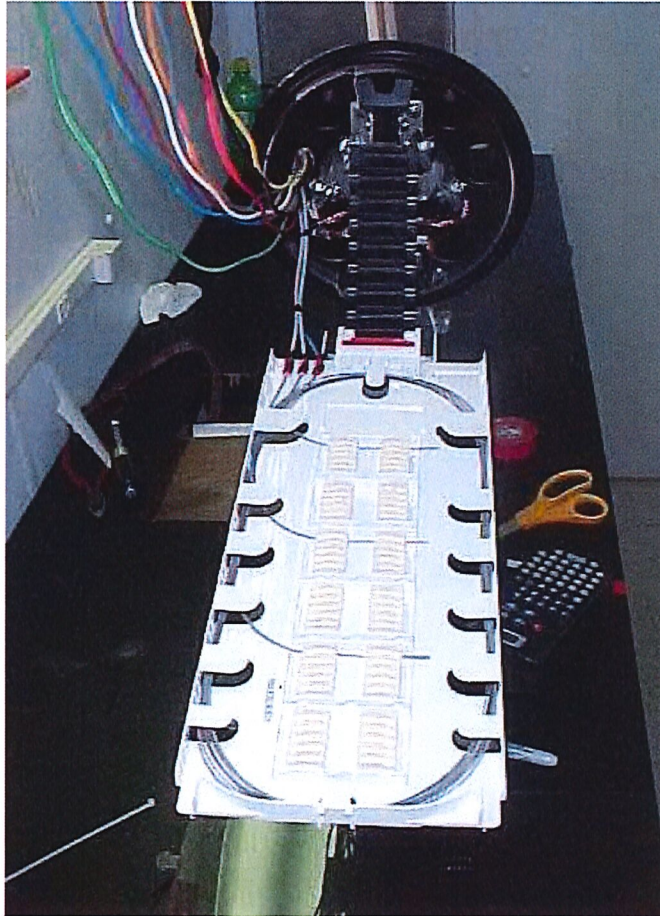


Figure 1: Butt Splice Enclosure; Typical Preparation

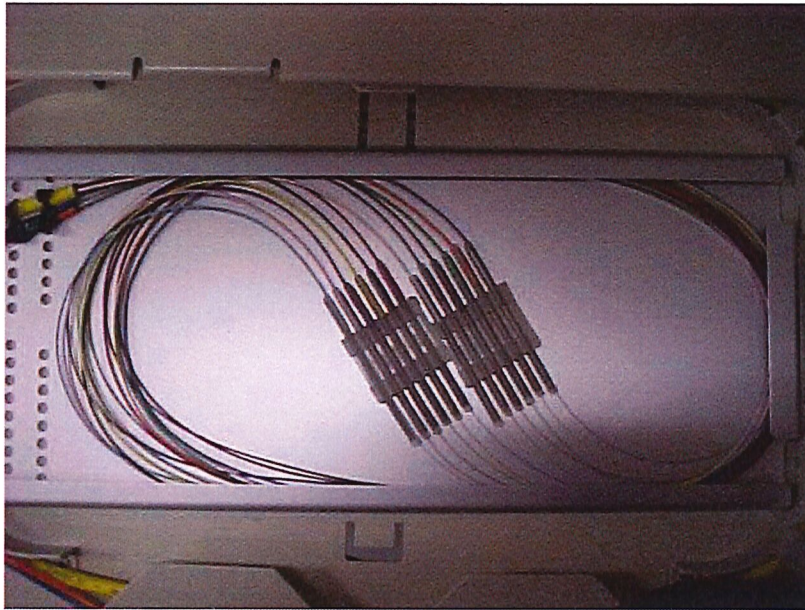


Figure 2: Mid-Sheath Preparations for Splice Enclosures

- f. Secure splice trays within the enclosure using the manufacturer's supplied materials.
- g. If the cable is armored, place a ground according to the specifications for cable grounding.
- h. Tubes that enter a tray must be protected from the tie wraps. Generally use several wraps of protective tape, or a method approved by the IMU Supervisor.
- i. Dress and organize fiber into a splice tray neatly. Order the fiber tubes according to the splice numbers from low to high.
- j. Completely shrink fusion splice protectors and secure the fiber in the splice chip properly, so that whether the protective bar or fiber faces up, it will be uniform. All exposed glass must be centered properly in the heat shrink.
- k. Fibers that are not to be spliced (but are in the splice tray), should be dressed last into the tray, taped down, and labeled as to which tube/cable the fiber is from. This is done for future accessibility.
- l. Dispose of glass fragments properly.
- m. The overall appearance of the splice enclosure must be clean and organized.

- n. Failure to comply with any of the above items could result in the responsible party re-installing the enclosure at their expense.
- o. A mid-sheath preparation will follow the same procedure as a butt splice preparation.
- p. Place the reverse spiral wrap in the center of the loop. This is done not only for convenience, but also because some splice enclosures will not dress properly if done any other way.
- q. Evenly coil and loosely tie wrap together the tubes not cut in a mid-sheath. Place the coil under the splice tray, and secure it or place it in a storage basket (depending on type of splice closure).
- r. The mid-sheathed tube should be dressed into a splice enclosure following the manufacturer's instructions.



Figure 3: Exposed Mid-Sheath Buffer Tubes



Figure 4: Reverse Spiral Wrap – Center of Exposed Buffer Tubes

H. Labeling

1. A label maker must be used for all labels. The Contractor will label the splice closure as follows:
2. Cables – Label the cables entering the enclosure with the following information:
 - a. Direction of the cable
 - b. Cable count
 - c. Location being serviced, if applicable
3. Tubes – Label the tubes entering the tray with the following information:
 - a. Direction of the cable
 - b. Cable count

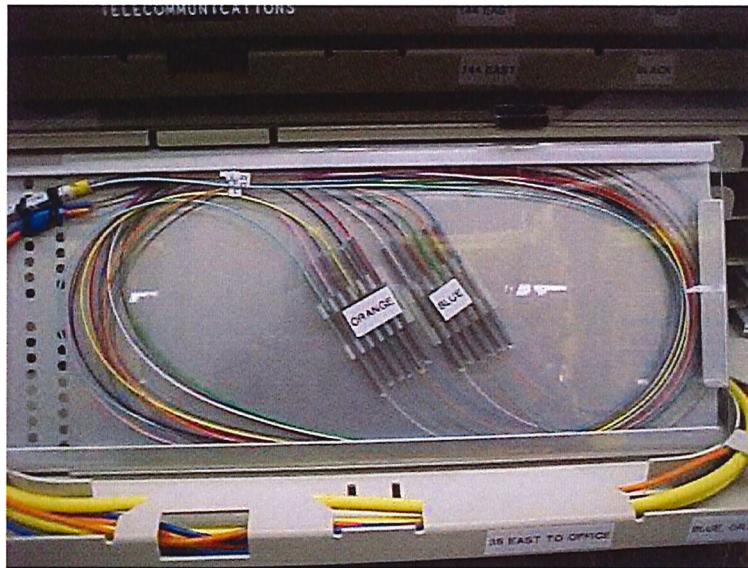


Figure 5: Splice Tray Labeling Example

4. Label the trays as follows:
 - a. Buffer Tube Color
 - b. Cable Count and Direction
 - c. At the splice chip indicate buffer tube color and system ID, if applicable
 5. Ground Wire – Label the ground wire (if applicable) for direction and cable count to identify which cable the ground lead is for.
 6. Place a label in a visible location inside the enclosure that lists the date, and the name of the company and individual responsible for creating the splice.
- I. Fiber Optic Cable Splicing
1. Strand splicing in accordance with splicing diagrams in Contract Documents
 2. All splices will be performed with an industry accepted fusion splicing machine
 3. The splicing standards shall be as follows:
 - a. The objective loss value of the connector and its associated splice will be 0.50

dB or less.

- b. The objective for each fiber within a span shall be an average bi-directional loss of 0.15 dB or less for each splice. For example, if a given span has 10 splices, each fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses.
- c. The aforementioned standards are objectives, not the basis for acceptance. The acceptance standard for each fiber per span shall be calculated as follows:
 - i. $\text{Span Loss} = a(\text{span distance in kilometers}) = b(0.15 \text{ dB/splice} + c(0.50 \text{ dB/connector}))$ where:
 - 1. a = maximum fiber loss in dB per kilometer for the specific fiber type/manufacturers at 1310nm, 1490nm or 1550 nm
 - 2. b = number of splice locations for the span
 - 3. c = number of connectors for the span

J. Fiber Optic Cable Testing

- 1. After splicing and end-to-end (PoP to MST or ONT) connectivity is achieved on the Dark Fibers, bi-directional span testing will be performed by the Contractor for each fiber segment, i.e. distribution port to splice and each splice point. These measurements will be made after all cable installation activities are complete for each segment. Once the bi-directional testing is achieved, if IMU believes that the criteria set forth herein are not met as a result of the splicing performed by Contractor at an Access Point, Contractor shall provide the OTDR tests for the entire Span to IMU in order to allow IMU to verify and if necessary, have Contractor perform re-splicing in order to correct the problem.
- 2. Installed loss measurements at 1310nm, 1490nm, and 1550nm will be recorded using an industry accepted laser source and power meter. Continuity testing (checking for “frogging”) will be done on all fibers concurrently.
- 3. OTDR traces will be taken at 1310nm, 1490nm and 1550nm and splice loss measurements will be analyzed. G Nettest Laser Precision format will be used on all traces, unless another OTDR format is agreed to by IMU and Contractor
- 4. The OTDR trace files should include the Operator Identification and date/time stamp.

5. The Contractor is responsible for providing the software required to read the test results
6. All test results shall be saved with the unit of measure in kilo-feet.
7. All testing, power levels and OTDR traces will be conducted at 1310nm, 1490nm and 1550 nm.
8. OTDR traces shall be saved in a standard file naming convention
 - a. All fiber traces files should be stored in a Bell core GR-196 compliant format at the time of testing. The naming of the files will follow the fiber trace naming format listed below. *Note: Typically the Bell core GR-196 compliant format will be the ".SOR" format for most OTDRs. Refer to individual OTDR Users Manual for detailed instructions.*
 - b. The fiber trace names will vary in character length depending upon the type, model and limitations of the OTDR used, but all must follow this general format:
 1. AAAXXXXBBBYYYYY_CC_DDD
 - i. AA = Terminal Panel
 - ii. XXXXX = Panel Terminal Number
 - iii. BBB = Far site location (SPL, ONT, or MST)
 - iv. YYYYY = Far site Terminal Number
 - v. CC = two-number identifier for the wavelength (13, and 14 for 1310nm and 1490nm)
 - vi. DDD = three-number identifier for fiber number (i.e., 001, 002, 124)
 - vii. *Example: TP13617MST09670_13_001.sor*
 - viii. *Example: For business TP416018SPL12451_13.001 (File detail will indicate SOR format)*
 2. If a damaged or faulty fiber is found during testing, the trace shall be identified in the file name by substituting the first character in the file name with an X.
 - i. *Example: XTP416018SPL12451_13_001.sor*

4. Input all the applicable file data information into the OTDR during the testing process. The OTDR information fields may vary depending on manufacture and model of the test equipment used. (I.e. operator, origin, end location, cable identification, date, time, etc.)
9. One set of CDs with OTDR traces will be provided to IMU for each link to an Access Point. Power level results will be submitted on paper documentation. The output of both the OTDR traces and power level results will be recorded electronically as well
10. The splicing standards shall be as follows:
 - a. The objective loss value of the connector and its associated splice will be 0.50 dB or less.
 - b. The objective for each fiber within a span shall be an average bi-directional loss of 0.15 dB or less for each splice. For example, if a given span has 10 splices, each fiber shall have a total bi-directional loss (due to the 10 splices) of 1.5 dB or less. Individual bi-directional loss values for each splice will be reviewed for high losses.
 - c. The aforementioned standards are objectives, not the basis for acceptance. The acceptance standard for each fiber per span shall be calculated as follows:
 - d. $\text{Span Loss} = a(\text{span distance in kilometers}) + b(0.15 \text{ dB/splice}) + c(0.50 \text{ dB/connector})$ where:
 1. a = maximum fiber loss in dB per kilometer for the specific fiber type/manufacturers at 1490nm or 1310 nm
 2. b = number of splice locations for the span
 3. c = number of connectors for the span
11. All connector splices will be protected with heat shrinks. Backbone splices may be stored in trays with bare fiber manifolds and RTV silicone protection. An industry accepted splice enclosure will be used on all splices
- K. Environmental Provisions.
 1. All splicing must be conducted in a controlled environment.

END OF SECTION 33 82 23.13



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August 18, 2017

TO HOLDERS OF PLANS AND SPECIFICATIONS

INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
2017 NORWALK TO INDIANOLA FIBER OPTIC LINK PROJECT

PROPOSALS RECEIVED: Until 2:00 P.M.
Tuesday, August 22, 2017

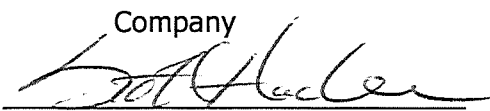
Enclosed is one copy of Addendum No. 1 to the 2017 Norwalk to Indianola Fiber Optic Link Project. Please acknowledge receipt of Addendum No. 1 and return via e-mail, facsimile, or mail promptly.

NEWCOM TECHNOLOGIES, INC.

Bob Lyons

Acknowledged this 18th day of August, 2017

TelCom Construction, Inc.

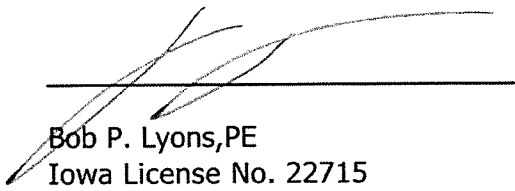
By Company


2017 NORWALK TO INDIANOLA FIBER OPTIC LINK
PROJECT
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

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

Signed:

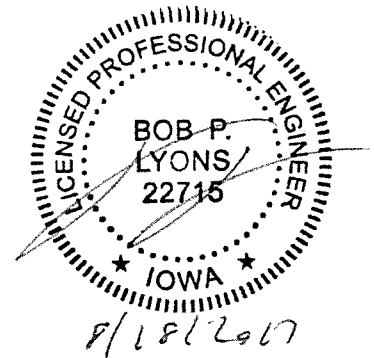
Date:


Bob P. Lyons, PE
Iowa License No. 22715
My license renewal date is December 31, 2018

August 18, 2017

Detailed parts covered by this seal:

All



Prepared by
NewCom Technologies, Inc.
Des Moines,
Iowa

Rev: 12/2010

1. Q & A Document with Contractor

Contractor Q&A

1. Can you verify that the only materials the contractor will supply are Duct, Tracer Wire, Mule tape, and consumables like couplers and shrinks?
Correct
2. Can you verify that the contractor will not be supplying Hand holes, Ground rods and ground kits / lugs, and ground wire, Testing stations, and marker posts, Fiber cable, splice cases and splice trays?
Correct, a separate materials contract was sent to vendors for the listed items
3. Can you verify that Contractors will need to pull in a tracer wire and a new mule tape with the fiber cable in the new duct pathway?
Correct
4. Can you verify that contractor can use approved duct couplers in lieu of heat fusion? Can contractor submit a coupler for approval?
Heat Fusion please
5. Will Warren county be flexible on running line if existing utilities are located and present in proposed running line? If so, how close to roadways and ROW's will contractor be able to run?
Please contact Warren county
6. Can you verify that hydro seeding and straw around hand holes and splice pits are required in all final clean up areas including both rural and urban areas?
Yes
7. Is the contractor to include rock encounters and grubbing of trees and saplings in our underground units? Will the debris need to be hauled away or will mulching in place be sufficient?
The bid is to include anything necessary to complete the underground work. Debris will need to be hauled off.
8. Is there any Detailed drawings or specifications to install Hand holes, test stations, and marker post?
There are some detailed drawings for the hand holes from the IMU FTTH project. I will upload them to share file.
9. Can you verify the fiber testing will require (3) frequencies...1310,1490, and 1550?
yes
10. Can you verify that an EXFO Bi-directional Fast Test will be considered an approved fiber test format?
Please use what is in the specifications as that format will be used on the IMU FTTH project and we want to keep the formats identical
11. Is there a form to notify engineer of contractors intent to bid as well as contractors qualifications?
e-mail is sufficient. Items to present are experience with similar projects, team members dedicated for the project, and if you have your own underground, aerial, and splice crews or not. Also, what will you be subbing out?
12. What documents will be required in bidders sealed bid?
AIA Bid bond, certificate of insurance, employee leadership and management team, reference letters, letter for the successful completion of recent similar builds, project experience information, state licensing, and a company overview.

Meeting Date: 09/11/2017

Information

Subject

Consider change order #1 in an amount of \$12,995 for the 2017 Fiber To The Home Project (Construction)

Information

Communications Superintendent Kurt Ripperger is requesting that the Board consider a change order in the amount of \$12,995 to reconfigure 4,000' of aerial cable on Hoover street to underground (packet).

The original engineering design had left this section as aerial since it was only servicing the WPC plant. Since the initial design of the project we have added the route from 666 Walnut via UPN through Norwalk that will also utilize Hoover Street to connect to Indianola. Now that this route will be the main feeder of service to Indianola it would be better if it were placed underground where it will be more protected from potential damage. Excel Utility Contractors has agreed to modify their contract at their original quoted prices pending Board approval.

The breakdown is as follows:

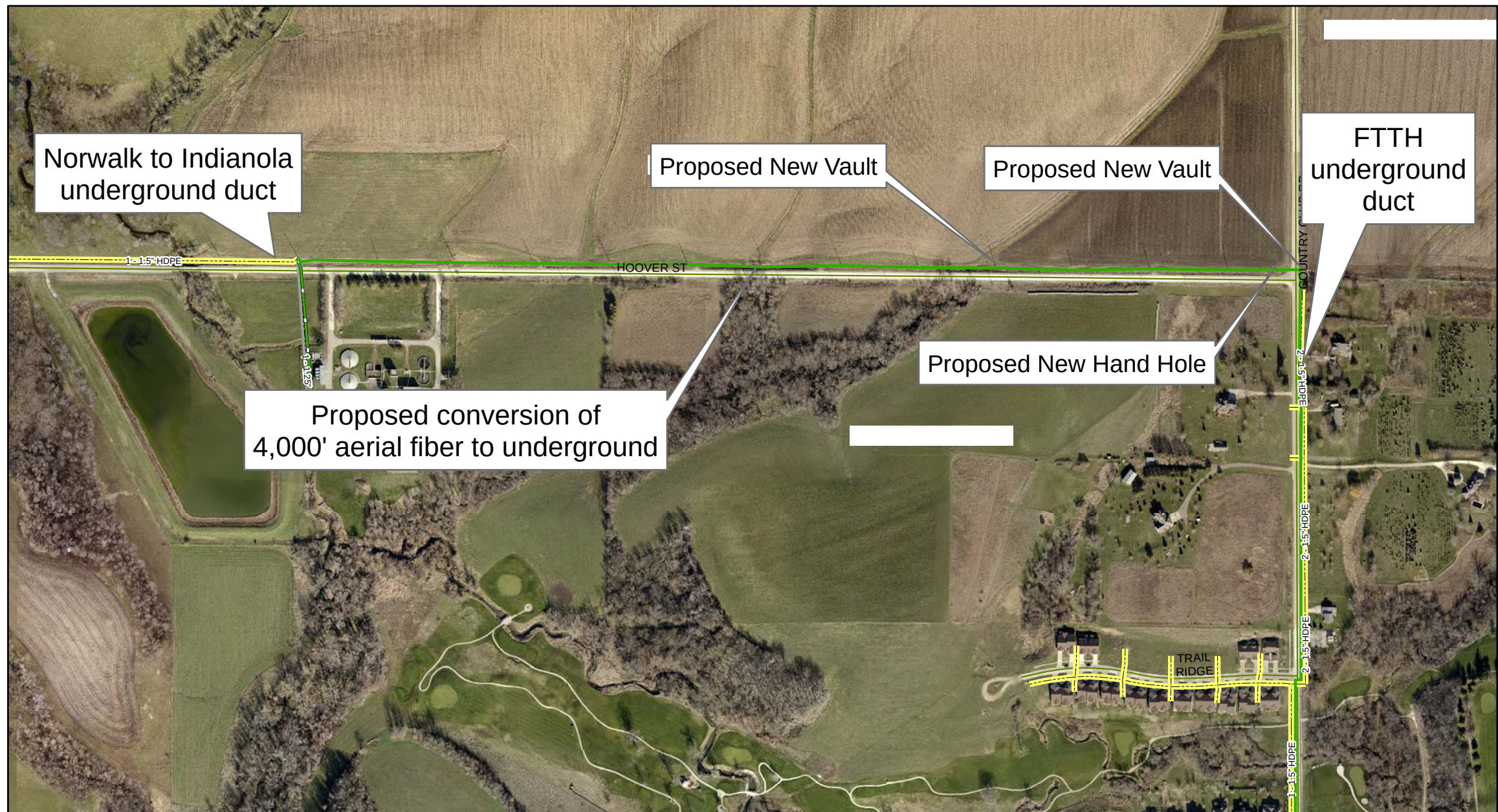
4,000' underground build addition	@ \$8.10/ft = \$32,400
Install 2 – 24"x36"x24" Vault	@ \$250/each = \$500
Install 1 – 13"x24"x12" Hand Hole	@ \$95/each = \$95
Deduct 4,000' New Aerial build	@ \$5.00/ft = (\$20,000)

Simple motion is in order.

Fiscal Impact

Attachments

Map



FTTH Change Order #1

IMU Regular Downstairs

8.C.

Meeting Date: 09/11/2017

Information

Subject

2017 Telecommunication Hut Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/11/2017

Information

Subject

Resolution ordering construction of certain public improvements and fixing a date for hearing (October 9, 2017) and taking of bids (September 29, 2017)

Information

In your packet is the resolution setting a date for hearing (October 9, 2017) and taking of bids (September 29, 2017) for the 2017 Telecommunication Hut Project (packet).

This will be a precast concrete shelter. Highlights of the building include:

- A building no smaller than 10'x'20'x10' no larger than 20'x20'x10' (preferred size is 12'x20'x10'). The exterior will be exposed aggregate finish or comparable material and a 3070 door with standard hardware
- Interior will include insulation, FRP wall and ceiling, vinyl floor and ladder racking.
- Electrical will include 200 AMP single phase electrical panel, duplex receptacle and switch, LED overhead lighting and 2-HVAC's with Smart Wi-Fi thermostat with temperature alert capability.
- DC Plant, Racks Fiber Duct Material and Installation - DC Power Plant and 1 Battery String, 5 – 19"x7' Equipment Racks with Isolation Pads and Hardware, 1 – 7' Battery Rack with Isolation Pad and Hardware, Fiber Duct with Drops Between Racks, Ground Bar and Halo, System Installation of the Above Items
- Site General Construction - Existing Concrete Demo for Building Foundation and One Trench Path - based on 4" slab, Building Foundation 6" Pad with Reinforcing and Frost Footings, New Concrete Around Building and One Trench Path, Cut Existing Building Wall for Walkway and Windbreak, Standard 3070 Steel Door with SS Hardware, Steps in Existing Building with Rail and Landing, Stoop to Connect Existing Building and Concrete Shelter, Shelter Crane Off Load, Shelter Off Load Labor and Anchor to Foundation, Exterior Ground Halo – Perimeter Loop, 8' Copper Rods, Inspection Port and CAD Welds Project Management

Roll call is in order.

Fiscal Impact

Attachments

Shelter Specs

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

Indianola Municipal Utilities is soliciting bids for a Precast Concrete Shelter with the following specifications, services and project management. Items 1 – 8 to be bid as a package.

Bidders must schedule a Site visit prior to submitting a bid to become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

1. General Dimensions

Size no smaller than 10'x20'x10' no larger than 20'x20'x10'. Preferred size is 12'x20'x10'.
(if bidding a surplus shelter please see #5 below)

2. Exterior

Exposed Aggregate Finish or Comparable Material
3070 Door with Standard Hardware (note: Door Access to be on Longest Wall)

3. Interior

Insulated
FRP Wall and Ceiling
Vinyl Floor
Ladder Racking

4. Electrical

200 Amp Single Phase Electrical Panel
Duplex Receptacles and Switch
LED Overhead Lighting
2 – HVAC's with Smart Wi-Fi Thermostat with Temperature Alert Capability

5. Surplus Shelter Restoration if Applicable

Replace HVAC's with New 3 Ton Units
Caulk Soffit
Provide and Install Roof Sealer
Clean Interior
Caulk Exterior Holes

6. Shelter Transportation to Job Site -

Shelter Freight to Job Site
Shelter Crane Upload

7. DC Plant, Racks Fiber Duct Material and Installation

DC Power Plant and 1 Battery String
5 – 19"x7' Equipment Racks with Isolation Pads and Hardware
1 – 7' Battery Rack with Isolation Pad and Hardware
Fiber Duct with Drops Between Racks
Ground Bar and Halo
System Installation of the Above Items

8. Site General Construction

Existing Concrete Demo for Building Foundation and One Trench Path - based on 4" slab
Building Foundation 6" Pad with Reinforcing and Frost Footings
New Concrete Around Building and One Trench Path
Cut Existing Building Wall for Walkway and Windbreak
Standard 3070 Steel Door with SS Hardware
Steps in Existing Building with Rail and Landing
Stoop to Connect Existing Building and Concrete Shelter
Shelter Crane Off Load
Shelter Off Load Labor and Anchor to Foundation
Exterior Ground Halo – Perimeter Loop, 8' Copper Rods, Inspection Port and CAD Welds
Project Management

For additional information or to schedule a site visit please contact:

Kurt Ripperger, Communications Superintendent
(515) 962-5283
kripperger@indianola.iowa.gov

IMU Regular Downstairs

9.A.

Meeting Date: 09/11/2017

Information

Subject

Receive report from Smart Source Consulting - Curtis Dean

Information

In your packet are the reports from Curtis Dean, Smart Source Consulting. Curtis will be at the meeting to answer any questions.

Fiscal Impact

Attachments

Report

FTTH Summary Report

Tasks Report

Indianola Telecom Utility — Indianola Municipal Utilities

Generated: Sep 07 2017 1:17PM

Implementation of the telecom utility and oversight of the FTTP project

Project Coordination and Oversight

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Develop "Telecom 101" Staff Training	07/01/2017	09/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Work reports to Board	05/29/2017	12/01/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Decide on fiber access platform	07/28/2017	09/29/2017	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		60%	Upcoming (Started)
Calix Lonny Maler and Bret McElwee	07/28/2017	09/29/2017	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
ADTRAN Tom Wolfe	07/28/2017	09/29/2017	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
BSS Platform Business support systems support provisioning of services and work with OSS through API's		10/31/2017	Mike M. Kurt R. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Innovative Systems Innovative Systems www.innovsys.com Currently provides OSS/BSS system for Bellevue; other capabilities used by other small telecom companies in Iowa. Spencer is considering switching their systems over later this year. Their solution would be able to handle billing for telecom and non-telecom services. They offer both server based and cloud based solutions depending on needs. They also can do middleware if we don't use CFU's middleware (Minerva).		10/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)

NISC www.nisc.coop		10/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Cogsdale	09/08/2017	10/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
MACC Mid American Computer Corporation. They do billing for Spencer, Algona, and several other municipals. They may not be able to do integrated billing for everything, but rather interface with another platform via API's	09/08/2017	10/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
CHR Solutions Rob Stangel had discussions with CHR Solutions before he left.		10/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
OSS Platforms Software and hardware that enable provisioning, management, and reporting of subscribers.		10/31/2017	Curtis D.	Curtis D.		20%	Upcoming (Started)
PacketFront/COS		10/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Technical Support and Help Desk Develop a plan for providing tech support for data, video, and voice customers. This could be in-house or outsourced to a third-party such as ISPN or others.		12/31/2017	Kurt R. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
ISPN ISPN provides turnkey help desk and technical support for small to medium sized broadband providers. They can provide tech support for cable TV and internet, and can also host/manage customer email accounts.		12/31/2017	Mike M. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Momentum Telecom		12/31/2017	Kurt R. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Security Coverage Armond Dawson is contact		12/31/2017	Kurt R. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)

Marketing & Community Relations

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Utility Branding Develop a brand identity for IMU Telecommunications. Working brand name is "Indianola Fiber".		11/30/2017	Jon Anne W. Curtis D. Chis L.	Curtis D.		10%	Upcoming (Started)
Fiber Fan pre-signup campaign The "Fiber Fan" campaign will be a comprehensive effort to have Indianola residents "commit" to switching their services to IMU fiber when services are available in 2018. This should be completed before the Fall newsletter is published in late September.	07/17/2017	09/29/2017	Curtis D.	Curtis D.		20%	Upcoming (Started)
Electric bill insert	07/17/2017	10/07/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Community events	06/12/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Log Cabin Days parade 10am on 9/23/17	08/01/2017	09/23/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Holiday Extravaganza Holiday Parade	06/12/2017	12/01/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
- Fiber project community information - Facebook/website videos Create a short video each week talking about the project.	09/11/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)

Cable TV Development

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Develop pay TV package options	05/29/2017	10/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Conduct citizen survey	08/01/2017	09/29/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Conduct citizen focus groups	08/01/2017	10/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Create citizens advisory group for CATV development	06/09/2017	09/29/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)

NCTC membership Complete membership application to National Cable Television Cooperative (NCTC). https://www.nctconline.org/index.php/join-us/become-a-member/membership-application	07/01/2017	11/30/2017	Curtis D.	Curtis D.		30%	Upcoming (Started)
• NCTC launch paperwork	11/01/2017	04/01/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Retransmission Consent Agreements Negotiate retransmission consent agreements with Des Moines DMA broadcasters.	10/01/2017	12/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Send notice of operation to Des Moines DMA broadcasters	07/01/2017	12/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Ad insertion	06/01/2017	11/30/2017	Curtis D.	Curtis D.		50%	Upcoming (Started)
Local Programming	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Purpose	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Programming	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Chamber Channel A channel operated by the Chamber and partner companies (Webster Creative, etc) that would feature programming about Indianola Chamber members.	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Production Process	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Platform	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• TeleVue This is the platform used by MCG for the two Indianola local channels now.	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Leightronix Nexus Ultra This is the platform that is used by Spencer and several other municipals	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
FCC requirements https://www.ecfr.gov/cgi-b in/text-idx?SID=ed37380775c85ce623f7af8860c3cf4d&mc=true&node=pt 47.4.76&rgn=div5	06/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• FCC Form 322-Cable Community Registration https://apps.fcc.gov/coals § 76.1801 Registration statement. (a) A system community unit shall be authorized to commence operation only after filing with	12/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)

the Commission the following information on FCC Form 322. (1) The legal name of the operator, entity identification or social security number, and whether the operator is an individual, private association, partnership, or corporation. If the operator is a partnership, the legal name of the partner responsible for communications with the Commission shall be supplied; (2) The assumed name (if any) used for doing business in the community; (3) The mailing address, including zip code; e-mail address, if applicable; and telephone number to which communications are to be directed; (4) The month and year the system began service to subscribers; (5) The name of the community or area served and the county in which it is located; (6) The television broadcast signals to be carried which previously have not been certified or registered; and (7) The FCC Registration Number (FRN). (b) Registration statements, FCC Form 322, shall be signed by the operator; by one of the partners, if the operator is a partnership; by an officer, if the operator is a corporation; by a member who is an officer, if the operator is an unincorporated association; or by any duly authorized employee of the operator. (c) Registration statements, FCC Form 322, may be signed by the operator's attorney in case of the operator's physical disability or of his absence from the United States. The attorney shall in that event separately set forth the reasons why the registration statement was not signed by the operator. In addition, if any matter is stated on the basis of the attorney's belief only (rather than the attorney's knowledge), the attorney shall separately set forth the reasons for believing that such statements are true.							
• Public files	06/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Determine source for IPTV signals	06/12/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
• Cedar Falls Utilities	06/02/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
• Midwest Video Solutions MVS is associated with WIN, which now operates the former Unity Point fiber. Since there is a Unity Point POP in Indianola, MVS would build the cost of transport into their quote for IPTV services. MVS might also be interested in leasing Des Moines DMA off-air signals from Indianola if you build antennas (revenue stream) or providing signals at no charge if you agree to host their reception equipment (cost reduction). That is not contingent on getting the rest of your signals from them.	06/12/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
Determine middleware platform	06/12/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
• Minerva (through CFU)	06/12/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
• Innovative Systems (through Bellevue)	06/12/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)

	• Innovative Systems (stand alone)	06/12/2017	09/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
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Completed Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
• Develop pay TV package options Evaluate MobiTV MobiTV is an OTT platform designed for cable operators. They are currently working on a deal with NCTC.	05/29/2017	10/31/2017	Curtis D.	Curtis D.		100%	Completed 09/07/2017 by Curtis D.

Telephone Product Development

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
• MCG Review wholesale switching proposal from MCG MCG is preparing a proposal to provide wholesale switching services for IMU. Verbally, MCG has offered local switching and all features for \$2.00 per phone line. IMU would be responsible for arranging for a long distance carrier.		10/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)

FTTP Project Implementation Report

August 10, 2017

Here is an update on progress achieved in the previous month.

Project Coordination and Oversight

Excel Utility Contractors and its subcontractors began work on September 6th in the area around Country Club Drive. Before beginning work in an area, Excel distributes a door hanger to let people know they are coming. The reverse side of the door hanger includes an “Indianola Fiber Fan” signup (see Marketing and Community Relations below for more info on the Fiber Fan campaign).

Product Development

CABLE TV

Curtis, Kurt, and Chris visited Cedar Falls Utilities on August 11th for a tour of their facility and to discuss options for utilizing CFU’s IPTV system for IMU. Joining us for the discussion were representatives of Waverly Utilities, which is a co-owner of the IPTV headend. Options discussed include IMU “buying in” to the IPTV system or, alternatively, leasing capacity on their system on a wholesale basis.

Curtis participated in two webinars about new OTT or “virtual cable” offerings that are being made available to NCTC members. Both Sony Playstation Vue and FuboTV offer packages of streaming channels that internet providers can offer to their customers in exchange for an ongoing commission or a one-time bounty payment.

TELEPHONE

IMU representatives met with MCG in Oskaloosa on August 31st to discuss a partnership for telephone service. MCG is willing to work with IMU to either provide wholesale switching services (in which case IMU will become a competitive local exchange carrier, or CLEC) or continuing to offer phone service themselves and working out a revenue share with IMU. MCG is preparing a formal proposal for both options to consider.

In case IMU decides to become a CLEC, we have reached out to Consortia Consulting to get information about the process and costs not only to file for CLEC status but to provide ongoing support.

INTERNET

Curtis met with officials at Wisconsin Independent Networks (WIN), which recently assumed control of the UnityPoint fiber network in Iowa. UnityPoint fiber has a POP in Indianola, and WIN could serve as a source of internet bandwidth and middle mile connectivity. The next step is to have Kurt discuss options with WIN.

Marketing and Community Relations

The IMU “Fiber Fan” campaign began on August 18th with the launch of a signup form at www.indianolafiber.com. As of Thursday, 99 people had signed up as a “Fiber Fan” online, with another 8 having filled out and returned the form on the back of the door hangers. A copy of the door hanger will be provided at the meeting.

The Facebook page has continued to be an active hub for discussion among Indianola residents about the project. Most of the comments are positive and encouraging. There have been a number of questions such as “when are you going to be in my area”, which are to be expected during such a project. The only negatives have been about the approved communications rates, which are quite a bit higher than MCG and therefore have met with some negative comments.

Contact Information

If anyone has questions, please feel free to reach me any time.

Curtis Dean

curtis@smartsourceconsulting.com

515-650-0251

IMU Regular Downstairs

10.A.

Meeting Date: 09/11/2017

Information

Subject

Budget Amendment for FY 2018

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

10.A.1.

Meeting Date: 09/11/2017

Information

Subject

Public hearing regarding the FY 2018 budget amendment

Information

The Chairperson will open the public hearing for comments, then close the public hearing.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

10.A.2.

Meeting Date: 09/11/2017

Information

Subject

Resolution approving the FY 2018 budget amendment

Information

After the public hearing the Trustees should consider the attached FY 2018 Budget Amendment and Certification Resolution.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Budget Amendment

RESOLUTION 2017-_____

RESOLUTION AMENDING THE ANNUAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2018

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

The annual budget for the fiscal year ending June 30, 2018 as set forth in the Budget Summary Certificate and in the detail budget in support thereof showing the revenue estimates and appropriations expenditures and allocations to program and activities for said fiscal year is hereby amended, the Finance Director is directed to make the filings required by law and set up his/her books in accordance with the summary and details as adopted.

Passed and approved on 11th day of September, 2017.

Adam Voigts, Chair

ATTEST:

Diana Bowlin, City Clerk

NOTICE OF PUBLIC HEARING Budget Amendment

Indianola Municipal Utilities

(Name of Enterprise)

The IMU Board of Trustees will conduct a public hearing to
(Governing Board)

amend the Fiscal year 2018 budget at Indianola City Hall, Council Chambers
(specify fiscal or calendar) (xxxx)
on 9/11/2017, beginning at 5:30 o'clock. PM The Budget Estimate Summary of proposed revenues
(xx/xx/xx) (x:xx) (AM/PM)
and expenditures is shown below. Copies of the **detailed** proposed budget may be obtained or viewed at the office of the
City Clerk and Utility Finance Officer and at the city library. At the public hearing, any resident or taxpayer may present
objections to, or arguments in favor of, any part of the proposed budget.

8-14-17
(date)


(signature)

Secretary



	Budget as certified or last amended	Current Amendment	Budget after Current Amended
	2018	2018	2018
	(xxxx)	(xxxx)	(xxxx)
Revenues & Other Financing Sources			
Use of money and property	489,100		489,100
Charges for services	17,600,900		17,600,900
Miscellaneous	477,000		477,000
Other Financing Sources	2,578,700	12,910,021	15,488,721
Total Revenues & Financing Sources	21,145,700	12,910,021	34,055,721
Expenditures & Transfers Out			
Expenditures	17,313,825	12,910,021	30,223,846
Transfers Out	4,210,900		4,210,900
Total Expenditures & Transfers Out	21,524,725	12,910,021	34,434,746
Excess of Revenues & Other Sources (+) (-) Expenditures & Transfers Out	-379,025		-379,025
Beginning Fund Balance <u>July 1</u>	6,971,317		6,971,317
(month)			
Ending Fund Balance <u>June 30</u>	6,592,292		6,592,292
(month)			