



Agenda

City Council Meeting
20 Second Avenue SW, Oelwein
6:00 PM

March 28, 2022
Oelwein, Iowa

Mayor: Brett DeVore

Mayor Pro Tem: Lynda Payne

Council Members: Karen Seeders, Tom Stewart, Matt Weber, Dave Garrigus, Dave Lenz

Pledge of Allegiance

Call to Order

Roll Call

Additions or Deletions

Citizens Public Comments - See Guidelines for Public Comments Below

Consent Agenda

- [1.](#) Consideration of a Motion to approve the March 14, 2022 minutes.
- [2.](#) Claims Resolution in the amount of \$453,702.66.
- [3.](#) Consideration of a Motion to renew the Class C Beer Permit for Kwik Trip.
- [4.](#) Consideration of a Motion to renew the Class C Liquor License for Leo's Italian Restaurant.

Ordinances

- [5.](#) Consideration of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain Vehicles. - First Reading

Resolutions

- [6.](#) Consideration of a Resolution Awarding Downtown Properties Forgivable Loans for Building Improvements Provided by Tax Increment Financing.
- [7.](#) Consideration of a Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same.

Motions

- [8.](#) Consideration of a Motion to approve Oelwein Municipal Airport Rehabilitate Runway, Taxiway and Apron 2022 Bid Specifications Notice to Bidders.

- [9.](#) Consideration of a motion to award Bacon Concrete LLC in the amount of \$177,660 for Segment 3 Trail Improvements.
- [10.](#) Consideration of a Motion allowing Oelwein Celebration Renewed, Inc. to utilize the soccer fields on July 30, 2022 for the circus.
- [11.](#) Consideration of a Motion reviewing the recommendation from Planning, Finance, Enterprise, and Economic Development Committee on the Hotel/Motel Application for Oelwein Celebration.
- [12.](#) Consideration of a Motion to approve Pony Express to collect funds at the intersection of Frederick and Charles on April 15, 2022 with the help of Boy Scout Troop 37.

Committee Reports

- [13.](#) Stewart to report on the Airport Board Meeting.
- [14.](#) Lenz to report on the Park and Recreation Commission Meeting.

Council Updates

- A. Lynda Payne Newsletter

Mayor's Report

- [A.](#) Consideration of a Motion nominating Terry Hull to the Planning and Zoning Commission.
- [B.](#) Consideration of a Motion nominating Blake Kerns and Cortney VanDenHul to the Library Board of Trustees.

City Attorney's Report

City Administrator's Report

- [A.](#) City Administrator's Report

Adjournment

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 319-283-5440



Minutes

City Council Meeting
20 Second Avenue SW, Oelwein
March 14, 2022 - 6:00 PM

Pledge of Allegiance

Call to Order by Mayor DeVore at 6:00 P.M.

Roll Call Present: Payne, Stewart, Weber, Lenz, Garrigus, Seeders
 Also Present: Rigdon, Dillon, Wedemeier
 Absent: Mulfinger

Additions or Deletions

Mayor DeVore informed council agenda items No. 5 & No. 10 will be removed due to Buyer withdrawing his offer on the property.

A motion was made by Weber, seconded by Lenz. All voted aye.

Motion Carried

Citizens Public Comments

Warren Fisk, 102 6th Ave SW expressed his concerns regarding the minutes from the February 28, 2022 work session regarding junk in town. Fisk wants council to be aware of the time and work put into cleaning up the town. Fisk is concerned with the Comprehensive study coming to town and council is not concerned with junk around town. Fisk encouraged council to be on the same path moving forward removing junk in yards.

Cindy Parker, 122 1st St NE stated she would like to know what the plans were for the north side of the lot that was on the agenda to be sold.

Consent Agenda

1. Consideration of a Motion to approve the February 28, 2022 minutes.
2. Consideration of a Motion to approve the Class C Liquor License for the Oelwein Columbus Club.

A motion was made by Weber, seconded by Stewart to approve the Consent Agenda. All voted aye.

Motion Carried

Public Hearing

3. Public Hearing for Fiscal Year 2023 Budget.

Mayor DeVore opened the hearing. Payne stated she spoke with Ridgon regarding the extra reserve in the budget and understands now that due to Bond sale in FY22, funds will be spent on projects, and it will be a wash.

No other written or oral comments were received. Mayor DeVore closed the hearing.

4. Public Hearing on Segment 3 Trail Improvements.

Mayor DeVore opened the hearing. Payne questioned Parks Superintendent Johnson on why this segment did not go down 4th St to Levin Park. Johnson stated the trail goes northwest to 4th St SW. Garrigus questioned if it will run on the south side of the road. Johnson informed it will be on the north side of 4th St. Payne questioned if it would go thru the cemetery. Johnson stated it will run along a

fence that may have to be moved. No other oral or written comments were received. Mayor DeVore closed the hearing.

5. Public Hearing for the Sale of 407 3rd ST SW.

Item removed due to buyer withdrawing offer

6. Public Hearing for the sale of a portion of City owned Property Parcel No. 1821261011.

Mayor DeVore opened the public hearing. Weber concerned that if property is sold an easement would be needed if another electrical car charger would be installed at the library. Mayor Devore stated Utility Superintendent Kane provided a letter of concern for several reasons and proposed to lease the property vs selling. Weber sated leasing may be a better option for the business owner. Seeders questioned if the leasing option has been presented to the buyers. DeVore stated he would need to speak with the City Administrator. Payne stated three members of the library board are opposed to selling the lot. No other oral or written comments were received. Mayor DeVore closed the hearing.

Resolutions

7. Consideration of a Resolution adopting Fiscal Year 2023 Budget.

Payne questioned if the budget is passed and then amended how that affects the tax levy. Rigdon stated depends on which line in the budget gets changed and what levy it affects, if any.

A motion was made by Weber, seconded by Stewart to adopt Resolution No. 5342-2022

Ayes: Payne, Stewart, Weber, Lenz, Garrigus, Seeders

Nays: None

Motion Carried

8. Consideration of Resolution Awarding Sale of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and Authorizing Redemption of Urban Renewal General Obligation Certificates of Participation, Series 2014.

Maggie Burger with Speer Financial, Inc provided a handout for council. Burger stated the final bid rates came in much lower than 2 weeks ago.

A motion was made by Payne, seconded by Seeders to adopt Resolution No. 5343.-2022

Ayes: Payne, Stewart, Weber, Lenz, Garrigus, Seeders

Nays: None

Motion Carried

9. Consideration of a Resolution to approve the Oelwein Fire Department Policy Manual.

Mayor Devore stated a great job was done on a very impressive policy.

A motion was made by Stewart, seconded by Lenz to adopt Resolution No. 5344-2022

Ayes: Payne, Stewart, Lenz, Garrigus, Seeders

Nays: None

Abstain: Weber

Motion Carried

10. Consideration of a Resolution for the sale of 407 3rd St SW.

Item removed due to buyer withdrawal

Motions

11. Consideration of a Motion approving the sale of the 1977 Ford/Pirsch Aerial Ladder Truck in the amount of \$2,500.

A motion was made by Stewart, seconded by Garrigus approving the sale of the 1977 Ford/Pirsch Aerial Ladder truck in amount of \$2,500. All voted aye.

Motion Carried

12. Consideration of a Motion to review the sale of a portion of City owned Property Parcel No. 1821261011.

Weber made a motion, seconded by Seeders to table the sale of a portion of City owned Property Parcel No. 1821261011 until the City administrator can contact the buyer for options to lease the property. All voted aye.

Motion Carried

13. Consideration of a Motion updating the Oelwein Intermediary Relending Program Work Plan and Revolving Loan Fund Plan.

A motion was made by Weber, seconded by Garrigus updating the Oelwein Intermediary Relending Program Work Plan and Revolving Loan Fund Plan. All voted aye.

Motion Carried

14. Consideration of a Motion to enter a 3-year contract with Horan Cleaning for park services.

Seeders questioned if this was something new. Mayor DeVore stated this have been contracted to Horan multiple times.

A motion was made by Weber, seconded by Garrigus to enter into a 3 year contract with Horan Cleaning for park services. All voted aye.

Motion Carried

15. Consideration of a Motion moving the UTV ordinance and regulations discussion to the Public Safety Committee.

City Attorney Dillon explained a committee should review the proposed two ordinances for changes that reflect Oelwein's use on how traffic flows through our town since each city is a little different. It's important to coordinate with law enforcement so they have a role in it, and we aren't making things unenforceable or not safe. Making sure one final fits for Oelwein.

Stewart didn't see the need for it to go to Public Safety Committee since there already are cities and counties around us with ordinances. Payne questioned why it would need to go to public safety. Seeders questioned if Public Safety is the one that knows the most about the roads, is that why they look at it? Dillon went on to explain the normal process of referring items to a committee to be consolidated it into one ordinance that works for Oelwein, then bring it back to council as a whole for final approval.

Weber made a motion to send it to public safety and follow the normal process. Motion dies for lack of a second.

Stewart made a motion to have the city attorney provide an ordinance to city council with staff review for approval.

City attorney Dillon stated he has already done that. Stewart stated let's approve an ordinance. Weber stated he has multiple points to discuss so would not be in favor of approving that tonight. Mayor DeVore stated we really can't approve it tonight; it needs to be reviewed. Payne suggested to table it. Dillon stated it could be set for the next council meeting to review the ordinance with no more deliberation.

Motion seconded by Payne. Five voted Aye. 1 (Weber) voted Nay.

Motion carried

16. Consideration of a Motion to provide direction to City Staff on 303 2nd ST NW

Seeders reported Planning, Finance, Enterprise, and Economic Development recommended to deny the request for the property owner to purchase the property back. The committee felt that there have been ongoing issues with the property that have not been addressed.

A motion was made by Seeders, seconded by Payne to adopt Planning, Finance, Enterprise, and Economic Developments recommendation to deny the request to purchase back and follow procedures to remove occupants.

Motion Carried

Committee Reports

17. Report from Payne on the Library Board Meeting.

Payne referred council to the library minutes at

https://www.oelwein.lib.ia.us/application/files/5416/4444/9942/Minutes_February_8_2022.pdf

Payne also stated Library Director Macken has provided an extensive report on the library roof.

Mayor's Report

Mayor Devore stated he received an email disputing a snow removal invoice from January. They feel the code enforcement is not flexible and wants the fee waived. Mayor DeVore reported that he will respond back to the recipient. Council took no action.

City Attorney's Report

A. City Attorney

City Attorney Dillon reported that four more properties have been acquired through tax sale. He has also received a trail easement back.

Adjournment

A motion was made by Seeders, seconded by Lenz to adjourn at 6:39 P.M. All voted aye.

Motion Carried

Brett DeVore, Mayor

ATTEST:

Dylan Mulfinger, City Administrator

I, Barbara Rigdon, City Clerk in and for the City of Oelwein, Iowa do hereby certify that the above and foregoing is a true accounting of the Council Proceedings held March 17, 2022 and copy of said proceedings was furnished to the Register March 17, 2022.

Barbara Rigdon, City Clerk

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-1100-61810 UNIFORM					
RAY O'HERRON CO INC	2179422	UNIFORM	03/07/2022	208.48	.00
RAY O'HERRON CO INC	2181790	VEST	03/17/2022	380.16	.00
Total 001-1100-61810 UNIFORM:				588.64	.00
001-1100-61990 EMPLOYEE PERSONNEL EXPENSE					
BRIAN GUY	2022 03	POLICE LIEUTENANT ASSESSM	03/01/2022	552.10	.00
CARDMEMBER SERVICES	8023 JL 2022 0	IA POLICE CHIEFS ASSOC - IPC	03/07/2022	150.00	150.00
CAYLER CONSULTING LLC	2022 03	POLICE LIEUTENANT ASSESSM	03/01/2022	1,832.83	.00
COLE REISING PHOTOGRAPHY	2022 03 19	INDIVIDUAL PROF SESSIONS -	03/19/2022	230.00	.00
COUNSELING AND ASSESSME	2022 03 08	MMPI-2 EVALUATION - T KLENZ	03/08/2022	180.00	.00
FAREWAY STORES INC	36843	EOC SUPPLIES	02/02/2022	42.54	.00
JODY MATHERLY	2022 03	POLICE LIEUTENANT ASSESSM	03/01/2022	594.22	.00
KERNS COMPANY INC	139985	SERVICE AWARD - PROUTY	03/02/2022	42.00	.00
LINSTAR INC	106229	EMPLOYEE ID CARDS	03/14/2022	51.20	.00
SECRETARY OF STATE	2022 03	NOTARY FEE -- SMOCK/HOLLIN	03/17/2022	120.00	120.00
STANARD & ASSOCIATES INC	SA000049783	APPLICANT TESTING	02/28/2022	45.50	.00
SUCCESSORIES INC	IN-5697659	CERTIFICATE PAPER/NAVY FOL	02/25/2022	207.54	.00
Total 001-1100-61990 EMPLOYEE PERSONNEL EXPENSE:				4,047.93	270.00
001-1100-63100 BUILDING					
BLACKHAWK AUTOMATIC SPRI	109832	QUARTERLY FIRE SPRINKLER I	02/28/2022	165.00	.00
Total 001-1100-63100 BUILDING:				165.00	.00
001-1100-63310 VEHICLE					
ADVANCED AUTOMOTIVE INC	156	CAR 10 SERVICED	03/02/2022	39.21	.00
AVALON TIRE	1-36568	TIRE REPAIR	03/11/2022	23.95	.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - TIRE MARKERS	03/07/2022	12.99	12.99
WEX BANK	79086967	FUEL PURCHASES	02/28/2022	2,281.94	2,281.94
Total 001-1100-63310 VEHICLE:				2,358.09	2,294.93
001-1100-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	44.60	44.60
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	44.56	44.56
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	44.56	44.56
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	44.56	44.56
Total 001-1100-63750 CELLULAR/PAGING:				178.28	178.28
001-1100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	03/04/2022	85.52	85.52
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	845.48	845.48
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	54.50	54.50
Total 001-1100-63810 UTILITIES:				985.50	985.50
001-1100-64090 JANITORIAL					
SCHEEL'S PROFESSIONAL LA	10996 2022 03	PREPAY & SAVE SPRING AND F	03/02/2022	651.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-1100-64090 JANITORIAL:				651.00	.00
001-1100-64300 IMPOUND VEHICLE EXPENSES					
MIDWEST COLLISION CENTER I	4502	TOW IMPOUND	02/28/2022	125.00	.00
MIDWEST COLLISION CENTER I	4503	TOW IMPOUND	02/28/2022	100.00	.00
MIDWEST COLLISION CENTER I	4504	TOW IMPOUND	02/28/2022	125.00	.00
MIDWEST COLLISION CENTER I	4505	TOW IMPOUND	02/28/2022	100.00	.00
MIDWEST COLLISION CENTER I	4506	TOW IMPOUND	02/28/2022	100.00	.00
MIDWEST COLLISION CENTER I	4507	TOW IMPOUND	02/28/2022	100.00	.00
MIDWEST COLLISION CENTER I	4508	TOW IMPOUND	02/28/2022	100.00	.00
Total 001-1100-64300 IMPOUND VEHICLE EXPENSES:				750.00	.00
001-1100-64910 TELETYPE CONTRACT					
IA DEPT OF PUBLIC SAFETY	2021 12 06	OCT-DEC TELETYPE BILLING	12/06/2021	1,391.52	.00
IA DEPT OF PUBLIC SAFETY	2022 03 23	JAN-MAR TELETYPE BILLING	03/23/2022	1,391.52	.00
Total 001-1100-64910 TELETYPE CONTRACT:				2,783.04	.00
001-1100-64950 CONTRACTS					
COPY SYSTEMS INC	IN440370	COPIER MAINT SUPPORT	03/08/2022	40.56	.00
RESULTANT, LLC	68127	G SUITE - GAPPS-BUS-STD-1U	03/22/2022	1,786.00	.00
Total 001-1100-64950 CONTRACTS:				1,826.56	.00
001-1100-65041 EQUIPMENT					
AXON ENTERPRISE INC	INSU058086	TASERS	03/05/2022	310.00	.00
AXON ENTERPRISE INC	INUS057578	TASER 7 BATTERY PACK	03/03/2022	90.56	.00
Total 001-1100-65041 EQUIPMENT:				400.56	.00
001-1100-65060 OFFICE SUPPLIES					
KERNS COMPANY INC	139941	BALL POINT PENS	03/14/2022	556.56	.00
PETTY CASH	2022 03 04	POSTAGE	03/04/2022	6.19	6.19
PETTY CASH	2022 03 04	POSTAGE	03/04/2022	9.45	9.45
Total 001-1100-65060 OFFICE SUPPLIES:				572.20	15.64
001-1100-65100 RESERVE OFFICERS					
AXON ENTERPRISE INC	INSU058086	TASERS	03/05/2022	1,500.00	.00
Total 001-1100-65100 RESERVE OFFICERS:				1,500.00	.00
001-1100-65102 INVESTIGATION					
US CELLULAR	453072630 202	CAMERA	03/02/2022	9.49	9.49
US CELLULAR	453072630 202	CAMERA	03/02/2022	9.49	9.49
Total 001-1100-65102 INVESTIGATION:				18.98	18.98
001-1100-65130 COMPUTER SUPPLIES					
CARDMEMBER SERVICES	8023 JL 2022 0	BEST BUY - SURFACE PRO 8/ K	03/07/2022	1,200.00	1,200.00
Total 001-1100-65130 COMPUTER SUPPLIES:				1,200.00	1,200.00
001-1500-61990 EMPLOYEE PERSONNEL EXPENSE					
STEVE CAREY	50148	CONFINED SPACE TRAINING -	03/23/2022	150.00	150.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
SUCCESSORIES INC	IN-5697659	CERTIFICATE PAPER/NAVY FOL	02/25/2022	207.54	.00
Total 001-1500-61990 EMPLOYEE PERSONNEL EXPENSE:				357.54	150.00
001-1500-63100 BUILDING					
ALLIED GLASS LLC	WC721	LABOR & MATERIALS TO REPL	01/26/2022	6,309.00	6,309.00
BARRON MOTOR SUPPLY	11-228606	RETURN - LUBE ELEMENT	02/21/2022	16.18-	.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - DOOR LOCK INDICA	03/07/2022	19.49	19.49
KENS ELECTRIC	17555938	TRUCK BAY LED LIGHTING	02/22/2022	20,474.21	.00
Total 001-1500-63100 BUILDING:				26,786.52	6,328.49
001-1500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	259.66	.00
Total 001-1500-63730 COMMUNICATIONS:				259.66	.00
001-1500-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	02/24/2022	42.61	42.61
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	03/04/2022	20.46	20.46
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	02/17/2022	20.87	20.87
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	633.39	633.39
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	34.73	34.73
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	44.57	44.57
Total 001-1500-63810 UTILITIES:				796.63	796.63
001-1500-65041 EQUIPMENT					
ALEX AIR APPARATUS INC	INV45552	GAS POWERED FAN	03/21/2022	2,801.04	.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - USB FLASH DRIVES	03/07/2022	80.40	80.40
CARDMEMBER SERVICES	8023 JL 2022 0	THE PUBLIC SAFETY STORE -	03/07/2022	329.00	329.00
CARDMEMBER SERVICES	8023 JL 2022 0	GALLS - LED FLASHLIGHTS	03/07/2022	455.35	455.35
CARDMEMBER SERVICES	8023 JL 2022 0	BEST BUY - SURFACE PRO 8/ K	03/07/2022	539.96	539.96
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - DEWALT BATTERY	03/07/2022	189.00	189.00
CARDMEMBER SERVICES	8023 JL 2022 0	AMAZON - BATTERIES	03/07/2022	49.99	49.99
FELD FIRE	401750-IN	RED RACK, MOBILE SS, 20" SE	03/10/2022	2,016.00	.00
JOHN DEERE FINANCIAL F.S.B.	2822421	4" MECHANICAL TEST PLUG	02/21/2022	7.79	7.79
Total 001-1500-65041 EQUIPMENT:				6,468.53	1,651.49
001-1700-63310 VEHICLE					
ADVANCED AUTOMOTIVE INC	179	CAR C3 REPAIRS	03/09/2022	848.83	.00
Total 001-1700-63310 VEHICLE:				848.83	.00
001-1700-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27017	PRIORTIZING BANDWIDTH - MO	03/01/2022	39.80	.00
Total 001-1700-63730 COMMUNICATIONS:				39.80	.00
001-1700-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	28.11	28.11
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	31.17	31.17
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	54.60	54.60
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	44.60	44.60
US CELLULAR	453072630 202	TABLET	03/02/2022	80.00	80.00
US CELLULAR	453072630 202	TABLET	03/02/2022	52.23	52.23

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-1700-63750 CELLULAR/PAGING:				290.71	290.71
001-1700-64950 CONTRACTS					
ONLINE SOLUTIONS LLC	4539	2022-2023 ANNUAL BILLING CI	03/16/2022	3,600.00	.00
Total 001-1700-64950 CONTRACTS:				3,600.00	.00
001-1700-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW118005	OFFICE 365	02/09/2022	24.75	24.75
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	50.00	50.00
Total 001-1700-65060 OFFICE SUPPLIES:				74.75	74.75
001-1900-64950 CONTRACTS					
OELWEIN VETERINARY CLINIC	257287	ANIMAL BOARD/DISPOSAL	01/12/2022	158.00	.00
Total 001-1900-64950 CONTRACTS:				158.00	.00
001-2510-64110 LEGAL EXPENSE					
DILLON LAW PC	9689	JANUARY LEGAL SERVICE - AB	03/02/2022	2,025.33	.00
DILLON LAW PC	9939	FEBRUARY LEGAL SERVICE - A	03/02/2022	1,022.93	.00
FAYETTE COUNTY CLERK OF C	01331 FM9999	DISMISSED/DEFERRED FEES	02/24/2022	475.00	.00
Total 001-2510-64110 LEGAL EXPENSE:				3,523.26	.00
001-2510-64992 DISPOSAL EXPENSE					
FAYETTE COUNTY SOLID WAST	145756	DISPOSAL FEES	02/18/2022	16.80	.00
FAYETTE COUNTY SOLID WAST	145981	DISPOSAL FEES	03/07/2022	55.20	.00
FAYETTE COUNTY SOLID WAST	145982	DISPOSAL FEES	03/07/2022	55.80	.00
Total 001-2510-64992 DISPOSAL EXPENSE:				127.80	.00
001-2800-63100 BUILDING					
FAYETTE CO ROAD DEPT	2022 03 14	WATER SAMPLE 19623 40TH ST	03/14/2022	8.00	.00
MULGREW OIL CO	1108521	LP GAS AIRPORT	03/14/2022	860.00	860.00
Total 001-2800-63100 BUILDING:				868.00	860.00
001-2800-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	AIRPORT PHONE SERVICE	03/01/2022	31.52	31.52
COMMUNITY DIGITAL WIRELES	0510000374 20	AIRPORT INTERNET SERVICE	03/01/2022	43.95	43.95
Total 001-2800-63730 COMMUNICATIONS:				75.47	75.47
001-2800-63810 UTILITIES					
BLACKHAWK WASTE DISPOSAL	04-210985 202	GARBAGE PICKUP	03/01/2022	33.60	.00
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	220.54	220.54
Total 001-2800-63810 UTILITIES:				254.14	220.54
001-2800-64950 CONTRACTS					
TEGELER AVIATION LLC	2022 03 01	MARCH FBO FEE	03/01/2022	2,941.00	.00
Total 001-2800-64950 CONTRACTS:				2,941.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-2800-65060 OFFICE SUPPLIES					
IA DEPT OF AGRICULTURE	0098 2022 03	FUEL METER LICENSES	03/01/2022	9.00	.00
Total 001-2800-65060 OFFICE SUPPLIES:				9.00	.00
001-2810-64181 PROPERTY TAXES					
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES AIRPOT	03/01/2022	2,458.00	2,458.00
Total 001-2810-64181 PROPERTY TAXES:				2,458.00	2,458.00
001-4100-63100 BUILDING					
BLACKHAWK AUTOMATIC SPRI	109833	QUARTERLY FIRE SPRINKLER I	02/28/2022	165.00	.00
HAWKEYE ALARM & SIGNAL CO	87851	HOOK UP & MONITOR ALARM S	02/16/2022	585.00	.00
PLUMB SUPPLY COMPANY	7902447	FURNACE FILTERS	02/14/2022	166.50	.00
Total 001-4100-63100 BUILDING:				916.50	.00
001-4100-63730 COMMUNICATIONS					
WINDSTREAM	74613667	LIBRARY PHONE SERVICE	03/01/2022	81.93	81.93
Total 001-4100-63730 COMMUNICATIONS:				81.93	81.93
001-4100-63810 UTILITIES					
ALLIANT ENERGY	5998790000 20	LIBRARY ELECTRIC SERVICE	02/18/2022	3,150.46	3,150.46
ALLIANT ENERGY	5998790000 20	LIBRARY GAS SERVICE	02/18/2022	104.16	104.16
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	493.11	493.11
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	59.91	59.91
Total 001-4100-63810 UTILITIES:				3,807.64	3,807.64
001-4100-64090 JANITORIAL					
OFFICE EXPRESS OFFICE PRO	OP1515 2022	JANITORIAL SUPPLIES	03/08/2022	56.65	.00
Total 001-4100-64090 JANITORIAL:				56.65	.00
001-4100-64092 MOWING SAUR LOT					
SCHMITT CLEANING SERVICES	2410	SNOW REMOVAL	03/01/2022	168.00	.00
Total 001-4100-64092 MOWING SAUR LOT:				168.00	.00
001-4100-64130 TRAVELING EXHIBIT GRANTS					
BAKER & TAYLOR	L5050572 2022	JUVENILE BOOKS	02/25/2022	54.28	.00
CARDMEMBER SERVICES	8198 2022 03	AMAZON - MULTICOLOR PENS	03/07/2022	14.99	14.99
CRAIG BEYTIEN	2022 03 10	TM4K MAGIC SHOW	03/10/2022	350.00	350.00
Total 001-4100-64130 TRAVELING EXHIBIT GRANTS:				419.27	364.99
001-4100-64950 CONTRACTS					
SCHMITT CLEANING SERVICES	2410	CUSTODIAL SERVICES	03/01/2022	1,104.29	.00
Total 001-4100-64950 CONTRACTS:				1,104.29	.00
001-4100-65041 EQUIPMENT					
ACE HARDWARE	A231426	BATTERIES	02/04/2022	7.59	.00
Total 001-4100-65041 EQUIPMENT:				7.59	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4100-65060 OFFICE SUPPLIES					
QUILL.COM	23344018	INK	02/24/2022	213.28	.00
UNIQUE MANAGEMENT	6098572	COLLECTION SERVICE	03/01/2022	44.75	.00
Total 001-4100-65060 OFFICE SUPPLIES:				258.03	.00
001-4100-65077 PASSPORT EXPENSES					
SUSAN MACKEN	2022 03 08	PASSPORTS	03/08/2022	17.90	.00
Total 001-4100-65077 PASSPORT EXPENSES:				17.90	.00
001-4100-65220 BOOKS,FILM,CD'S,ETC					
BAKER & TAYLOR	L5050572 2022	BOOKS	02/25/2022	1,353.73	.00
BAKER & TAYLOR	L5050572 2022	JUVENILE BOOKS	02/25/2022	458.78	.00
BAKER & TAYLOR	L5050572 2022	CD BOOKS	02/25/2022	108.31	.00
BOOK FARM INC	REB12961	J BOOKS	03/03/2022	1,117.48	.00
BOY'S LIFE	2022 03 08	MAGAZINE SUBSCRIPTION	03/08/2022	15.00	.00
CARDMEMBER SERVICES	8198 2022 03	AMAZON - MOVIES	03/07/2022	47.91	47.91
CARDMEMBER SERVICES	8198 2022 03	AMAZON - BOOKS	03/07/2022	12.00	12.00
CARDMEMBER SERVICES	8198 2022 03	AMAZON - MOVIES	03/07/2022	98.85	98.85
CARDMEMBER SERVICES	8198 2022 03	AMAZON - BOOKS	03/07/2022	9.37	9.37
HGTV MAGAZINE	90268954 2022	MAGAZINE SUBSCRIPTION	03/08/2022	39.97	.00
MARTHA STEWART LIVING	1500287196 20	MAG SUBS RENEWAL	03/08/2022	22.00	.00
SATURDAY EVENING POST	2022 03 08	MAG SUB RENEWAL	03/08/2022	15.00	.00
Total 001-4100-65220 BOOKS,FILM,CD'S,ETC:				3,298.40	168.13
001-4300-63200 BUILDING					
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES SPORTS CO	03/01/2022	96.00	96.00
Total 001-4300-63200 BUILDING:				96.00	96.00
001-4300-63310 VEHICLE					
CARDMEMBER SERVICES	9480 JJ 2022 0	AMAZON - GATE HINGES FOR T	03/07/2022	199.60	199.60
JOHN DEERE FINANCIAL F.S.B.	2820987	ID LIGHT/MASONRY BIT/NUTS	02/15/2022	22.33	22.33
Total 001-4300-63310 VEHICLE:				221.93	221.93
001-4300-63730 COMMUNICATIONS					
AUREON COMMUNICATIONS	0789004155 20	PARKS PHONE SERVICE	03/01/2022	62.03	62.03
BIGLEAF NETWORKS INC	INV27018	PRIORTIZING BANDWIDTH - MO	03/01/2022	49.75	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	58.59	58.59
Total 001-4300-63730 COMMUNICATIONS:				170.37	120.62
001-4300-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	02/24/2022	111.70	111.70
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	195.10	195.10
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	36.69	36.69
Total 001-4300-63810 UTILITIES:				343.49	343.49
001-4300-65041 EQUIPMENT					
JOHN DEERE FINANCIAL F.S.B.	P29868	ROPE ROTOR/SNAP RING	02/28/2022	33.84	33.84
Total 001-4300-65041 EQUIPMENT:				33.84	33.84

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
001-4300-65060 OFFICE SUPPLIES					
OELWEIN PUBLISHING CO	303675645 - 3	HELP WANTED ADS	02/28/2022	26.27	.00
Total 001-4300-65060 OFFICE SUPPLIES:				26.27	.00
001-4300-65070 SUPPLIES					
ACE HARDWARE	A232723	CM TOOL TOTE/TOTE LATCHIN	02/24/2022	60.22	.00
ARNOLD MOTOR SUPPLY LLP	09NV067078	SPARK PLUGS	02/05/2022	3.34	.00
BERGANKDV TECHNOLOGY &	CW118720	COMPUTERS - 2 TOWERS/1 LA	02/28/2022	285.00	.00
CARDMEMBER SERVICES	9480 JJ 2022 0	AMAZON - FENCE WIRE TIES	03/07/2022	158.85	158.85
CARDMEMBER SERVICES	9480 JJ 2022 0	AMAZON - GATE HINGES	03/07/2022	127.80	127.80
JOHN DEERE FINANCIAL F.S.B.	2819898	CORD SET	02/10/2022	14.99	14.99
JOHN DEERE FINANCIAL F.S.B.	2824420	PAINT	03/02/2022	21.75	21.75
JOHN DEERE FINANCIAL F.S.B.	2825823	REMOVABLE TLR JACK SAND S	03/08/2022	11.25	11.25
JOHN DEERE FINANCIAL F.S.B.	2825957	HEX CAP SCREW	03/08/2022	5.00	5.00
JOHN DEERE FINANCIAL F.S.B.	P29127	THROTTLE CABLE/CLAMP/COIL	02/15/2022	67.89	67.89
Total 001-4300-65070 SUPPLIES:				756.09	407.53
001-4320-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	INTERNET - CAMPGROUND	03/02/2022	81.15	81.15
Total 001-4320-63730 COMMUNICATIONS:				81.15	81.15
001-4320-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	02/17/2022	61.14	61.14
Total 001-4320-63810 UTILITIES:				61.14	61.14
001-4400-63730 COMMUNICATIONS					
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	50.61	50.61
Total 001-4400-63730 COMMUNICATIONS:				50.61	50.61
001-4400-63810 UTILITIES					
ALLIANT ENERGY	8600344075 20	ELECTRIC SERVICE	02/17/2022	19.07	19.07
Total 001-4400-63810 UTILITIES:				19.07	19.07
001-4400-65060 OFFICE SUPPLIES					
OELWEIN PUBLISHING CO	303675645 - 3	HELP WANTED ADS	02/28/2022	26.27	.00
Total 001-4400-65060 OFFICE SUPPLIES:				26.27	.00
001-4400-65220 ADULT SOFTBALL					
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	7.19	.00
Total 001-4400-65220 ADULT SOFTBALL:				7.19	.00
001-4400-65240 BASKETBALL					
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	14.37	.00
TREASURER STATE OF IOWA	1-33-000974 2	FEBRUARY SALES TAX	02/28/2022	22.00	22.00
Total 001-4400-65240 BASKETBALL:				36.37	22.00
001-4400-65260 VOLLEYBALL					
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	14.32	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4400-65260 VOLLEYBALL:				14.32	.00
001-4400-65270 LITTLE LEAGUE					
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	24.89	.00
Total 001-4400-65270 LITTLE LEAGUE:				24.89	.00
001-4400-65280 FLAG FOOTBALL					
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	14.38	.00
Total 001-4400-65280 FLAG FOOTBALL:				14.38	.00
001-4400-65290 SOCCER					
BSN SPORTS	916257903	SOCCER NETS	03/03/2022	416.25	.00
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	21.57	.00
TREASURER STATE OF IOWA	1-33-000974 2	FEBRUARY SALES TAX	02/28/2022	1.00	1.00
Total 001-4400-65290 SOCCER:				438.82	1.00
001-4400-65380 DODGEBALL					
TREASURER STATE OF IOWA	1-33-000974 2	FEBRUARY SALES TAX	02/28/2022	16.00	16.00
Total 001-4400-65380 DODGEBALL:				16.00	16.00
001-4410-63100 BUILDING					
ACE HARDWARE	A231779	FASTNERS/COMPACT KNIFE	02/09/2022	2.39	.00
ACE HARDWARE	B92731	WIRE/BATTERIES/ELBOWS/CO	02/09/2022	66.94	.00
CARDMEMBER SERVICES	9480 JJ 2022 0	DPH - POOL LICENSE	03/07/2022	70.00	70.00
Total 001-4410-63100 BUILDING:				139.33	70.00
001-4410-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	00090674 2022	POOL PHONE/INTERNET SERVI	03/09/2022	134.25	134.25
Total 001-4410-63730 COMMUNICATIONS:				134.25	134.25
001-4500-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	44.25	.00
Total 001-4500-63730 COMMUNICATIONS:				44.25	.00
001-4500-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	03/04/2022	19.67	19.67
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	55.28	55.28
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	16.97	16.97
Total 001-4500-63810 UTILITIES:				91.92	91.92
001-4500-65060 OFFICE SUPPLIES					
OELWEIN PUBLISHING CO	303675645 - 3	HELP WANTED ADS	02/28/2022	26.27	.00
Total 001-4500-65060 OFFICE SUPPLIES:				26.27	.00
001-4500-65070 SUPPLIES					
CARDMEMBER SERVICES	9480 JJ 2022 0	SUPPLY HOUSE - GAS VALVES	03/07/2022	588.48	588.48

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 001-4500-65070 SUPPLIES:				588.48	588.48
001-6200-61900 COUNCIL PERSONNEL EXPENSE					
FAREWAY STORES INC	15566	MEAL FOR COUNCIL WORK SE	02/02/2022	26.97	.00
PETTY CASH	2022 03 04	TRAINING - MEALS FOR COUN	03/04/2022	28.47	28.47
Total 001-6200-61900 COUNCIL PERSONNEL EXPENSE:				55.44	28.47
001-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IMFOA	12220 2022 03	ANNUAL MEMBERSHIP 2022-23	03/09/2022	6.66	6.66
IMFOA	12262 2022 03	ANNUAL MEMBERSHIP 2022-23	03/09/2022	16.66	16.66
IMFOA	12263	ANNUAL MEMBERSHIP 2022-23	03/09/2022	6.66	6.66
NORTHEAST IOWA REGIONAL L	2022 03	ANNUAL NEIRL DUES	03/01/2022	25.00	.00
Total 001-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				54.98	29.98
001-6200-63100 BUILDING					
PETTY CASH	2022 03 04	BATHROOM SUPPLIES	03/04/2022	8.31	8.31
Total 001-6200-63100 BUILDING:				8.31	8.31
001-6200-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27017	PRIORITIZING BANDWIDTH - MO	03/01/2022	39.80	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	98.73	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	67.93	67.93
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	40.48	40.48
Total 001-6200-63730 COMMUNICATIONS:				246.94	108.41
001-6200-63810 UTILITIES					
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	257.42	257.42
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	14.88	14.88
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	45.54	45.54
Total 001-6200-63810 UTILITIES:				317.84	317.84
001-6200-64110 LEGAL EXPENSE					
DILLON LAW PC	9690	JANUARY LEGAL SERVICE	03/02/2022	137.02	.00
DILLON LAW PC	9940	FEBRUARY LEGAL SERVICE	03/02/2022	341.57	.00
LYNCH DALLAS PC	194793	LEGAL/PROFESSIONAL FEES	02/25/2022	550.00	.00
LYNCH DALLAS PC	195615	LEGAL/PROFESSIONAL FEES	03/23/2022	92.83	.00
Total 001-6200-64110 LEGAL EXPENSE:				1,121.42	.00
001-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303665519	PROPOSED PROPERTY TAX LE	02/03/2022	98.81	.00
OELWEIN PUBLISHING CO	303665909	PN 2/14 MEETING NOTICE - BO	02/09/2022	3.83	.00
OELWEIN PUBLISHING CO	303669814	ORD # 1200	02/18/2022	11.48	.00
OELWEIN PUBLISHING CO	303670238	FEB 14 MINUTES	02/22/2022	53.10	.00
Total 001-6200-64140 LEGAL PUBLICATION:				167.22	.00
001-6200-64950 CONTRACTS					
ADVANTAGE ARCHIVES LLC	34971	DOCUMENT DIGITIZATION	02/28/2022	315.65	.00
BERGANKDV TECHNOLOGY &	CW119993	WATCHDOG SUPPORT	03/18/2022	67.00	.00
BERGANKDV TECHNOLOGY &	CW119993	RUCKUS CLOUD WIFI SUB LICE	03/18/2022	215.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
FUSION FORWARD LLC	6234	APRIL 2022 MARKETING/PR CO	03/03/2022	1,300.00	.00
MUNICIPAL CODE CORPORATI	371108	WEBSITE BASE FEATURES - 2n	03/16/2022	1,333.33	.00
Total 001-6200-64950 CONTRACTS:				3,230.98	.00
001-6200-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW117575	WEBROOT	02/09/2022	36.00	36.00
BERGANKDV TECHNOLOGY &	CW117795	EMAIL SECURITY	02/09/2022	38.00	38.00
BERGANKDV TECHNOLOGY &	CW118005	OFFICE 365	02/09/2022	13.75	13.75
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	37.50	37.50
BERGANKDV TECHNOLOGY &	CW118005	HOSTED EXCHANGE	02/09/2022	28.00	28.00
CARDMEMBER SERVICES	0060 BR 2022	BOWBENDER - CUSTOM OELW	03/07/2022	32.10	32.10
CARDMEMBER SERVICES	0060 BR 2022	AMAZON - CLEAR PROJECT FO	03/07/2022	15.99	15.99
CARDMEMBER SERVICES	8557 DM 2022	ADOBE - MONTHLY SUB X'S 2	03/07/2022	60.02	60.02
COPY SYSTEMS INC	IN440371	COPIER MAINT SUPPORT	03/08/2022	11.22	.00
PETTY CASH	2022 03 04	POSTAGE	03/04/2022	2.56	2.56
STOREY KENWORTHY CORP	PINV970951	PAPER/WALL CLOCKS	02/08/2022	51.13	.00
STOREY KENWORTHY CORP	PINV971494	OFFICE CHAIR	02/10/2022	120.01	.00
Total 001-6200-65060 OFFICE SUPPLIES:				446.28	263.92
001-6600-64080 INSURANCE-LIABILITY					
VOGEL INSURANCE AGENCY	329	ADD - EXHIBITION RISK LIBRA	02/25/2022	16.00	16.00
VOGEL INSURANCE AGENCY	331	ADD 2012 GATOR - PD	03/01/2022	76.00	76.00
VOGEL INSURANCE AGENCY	332	ADD GENERAL LIABILITY EXHIB	03/01/2022	100.00	100.00
VOGEL INSURANCE AGENCY	350	AMND SOV - CITY PARK/POOL/	03/08/2022	20.00	20.00
Total 001-6600-64080 INSURANCE-LIABILITY:				212.00	212.00
110-2100-61990 EMPLOYEE PERSONNEL EXPENSE					
BARRON MOTOR SUPPLY	228986	GLOVES	03/10/2022	32.47	.00
Total 110-2100-61990 EMPLOYEE PERSONNEL EXPENSE:				32.47	.00
110-2100-63310 VEHICLE					
ARNOLD MOTOR SUPPLY LLP	09NV068464	OIL FILTER/BRAKE CLEANER	03/04/2022	6.95	.00
AVALON TIRE	1-GS36277	TIRES - DUMPTRUCK	02/08/2022	1,399.32	1,399.32
BARRON MOTOR SUPPLY	228985	LUBE SPIN ON	03/10/2022	15.39	.00
BARRON MOTOR SUPPLY	229265	WIPER BLADES	03/22/2022	22.14	.00
Total 110-2100-63310 VEHICLE:				1,443.80	1,399.32
110-2100-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27018	PRIORTIZING BANDWIDTH - MO	03/01/2022	49.75	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	44.25	.00
MEDIACOM COMMUNICATIONS	00116348 2022	STREETS INTERNET SERVICE	02/28/2022	79.49	79.49
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	44.60	44.60
Total 110-2100-63730 COMMUNICATIONS:				218.09	124.09
110-2100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	03/04/2022	44.01	44.01
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	806.48	806.48
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	39.97	39.97
Total 110-2100-63810 UTILITIES:				890.46	890.46

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
110-2100-65041 EQUIPMENT					
JOHN DEERE FINANCIAL F.S.B.	P28932	BOLTS	02/10/2022	9.58	9.58
JOHN DEERE FINANCIAL F.S.B.	P29569	SHAFT KEY	02/23/2022	5.88	5.88
Total 110-2100-65041 EQUIPMENT:				15.46	15.46
110-2100-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	12.50	12.50
BERGANKDV TECHNOLOGY &	CW119492	CLOUD CONT DESKTOP	03/08/2022	24.00	.00
COPY SYSTEMS INC	IN440371	COPIER MAINT SUPPORT	03/08/2022	11.22	.00
Total 110-2100-65060 OFFICE SUPPLIES:				47.72	12.50
110-2100-65070 SUPPLIES					
ACE HARDWARE	A231667	CORRECTION FLUID/DRY LINE	02/07/2022	50.57	.00
DEL-CLAY FARM EQUIPMENT	31012S	BOBCAT SERVICED	03/08/2022	919.02	.00
FAYETTE COUNTY SOLID WAST	146279	DISPOSAL FEES - WOOD CONS	03/22/2022	187.80	.00
JOHN DEERE FINANCIAL F.S.B.	2819695	FEBREEZE/BOLTS	02/09/2022	25.40	25.40
JOHN DEERE FINANCIAL F.S.B.	2819869	WINDSHIELD WASHER/MENDE	02/10/2022	22.78	22.78
JOHN DEERE FINANCIAL F.S.B.	2824612	12" CHOP SAW BLADE/GRINDIN	03/03/2022	45.54	45.54
JOHN DEERE FINANCIAL F.S.B.	2824907	CLEANER MASS AIR FLOW SEN	03/04/2022	16.43	16.43
SUPERIOR WELDING SUPPLY	1009299	TIPS	02/15/2022	30.65	.00
SUPERIOR WELDING SUPPLY	S977857	ACETYLENE/OXYGEN	02/18/2022	231.18	.00
Total 110-2100-65070 SUPPLIES:				1,529.37	110.15
110-2100-67614 STREET SIGNS					
ECONO SIGN & BARRICADE LL	10-973550	STREET SIGNS	03/01/2022	1,537.60	.00
Total 110-2100-67614 STREET SIGNS:				1,537.60	.00
110-2100-67990 CAPITAL OUTLAY					
ORIGIN DESIGN CO	76819	PROJ 20199 FEASIBILITY STUD	02/21/2022	2,392.50	.00
ORIGIN DESIGN CO	76933	PROJ 21135 VIADUCT HAZARD	02/28/2022	1,569.00	.00
Total 110-2100-67990 CAPITAL OUTLAY:				3,961.50	.00
110-2300-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	02/24/2022	368.57	368.57
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	02/24/2022	8,304.82	8,304.82
Total 110-2300-63810 UTILITIES:				8,673.39	8,673.39
110-2400-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	03/04/2022	111.23	111.23
Total 110-2400-63810 UTILITIES:				111.23	111.23
110-2700-65041 EQUIPMENT					
ARNOLD MOTOR SUPPLY LLP	09NV068998	FILTERS - SWEEPER	03/15/2022	197.41	.00
ARNOLD MOTOR SUPPLY LLP	09NV069024	HYD FILTER	03/16/2022	17.35	.00
ARNOLD MOTOR SUPPLY LLP	09NV069128	AIR FILTERS	03/17/2022	65.53	.00
ARNOLD MOTOR SUPPLY LLP	09NV069368	HYD FILTER/AIR FILTERS	03/22/2022	77.89	.00
BARRON MOTOR SUPPLY	229089	FUEL/WATER COALE	03/15/2022	22.19	.00
BARRON MOTOR SUPPLY	229102	FUEL/WATER SEPAR	03/16/2022	40.58	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 110-2700-65041 EQUIPMENT:				420.95	.00
112-3820-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	03/14/2022	85.62	85.62
WELLMARK INC	220700018017	APR 2022 HOSPITAL INSURANC	03/18/2022	29,310.65	.00
Total 112-3820-61500 MEDICAL-HEALTH:				29,396.27	85.62
112-3820-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 02 25	FEBRUARY 25 MEDICAL CLAIM	02/25/2022	77.92	77.92
ADVANTAGE ADMINISTRATORS	2022 03 04	MARCH 04 MEDICAL CLAIMS	03/04/2022	19.52	19.52
ADVANTAGE ADMINISTRATORS	2022 03 11	MARCH 11 MEDICAL CLAIMS	03/11/2022	19.14	19.14
ADVANTAGE ADMINISTRATORS	2022 03 18	MARCH 18 MEDICAL CLAIMS	03/18/2022	253.77	253.77
ADVANTAGE ADMINISTRATORS	6597	SELF FUND MEDICAL INS	03/18/2022	95.70	95.70
Total 112-3820-61840 CLAIMS-SIDE FUND:				466.05	466.05
112-3820-61990 EMPLOYEE PERSONNEL EXPENSE					
ALLEN MEMORIAL HOSPITAL	05181971	PHYSICAL - WARD	12/06/2021	344.30	.00
ALLEN MEMORIAL HOSPITAL	710003981	PRE-EMPLOY PHYSICAL - SCH	12/03/2021	25.00	.00
ALLEN MEMORIAL HOSPITAL	710003982	PRE-EMPLOY PHYSICAL - SCH	12/03/2021	19.00	.00
ALLEN OCCUPATIONAL HEALTH	120091	PRE-EMPLOYMENT PHYSICAL -	03/15/2022	616.99	.00
CEDAR VALLEY MEDIAL SPECI	1636302	PRE-EMPLOYMENT PHYSICAL -	12/06/2021	30.00	.00
Total 112-3820-61990 EMPLOYEE PERSONNEL EXPENSE:				1,035.29	.00
112-3830-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	03/14/2022	30.96	30.96
WELLMARK INC	220700018017	APR 2022 HOSPITAL INSURANC	03/18/2022	7,022.60	.00
Total 112-3830-61500 MEDICAL-HEALTH:				7,053.56	30.96
112-3830-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 03 04	MARCH 04 MEDICAL CLAIMS	03/04/2022	27.80	27.80
ADVANTAGE ADMINISTRATORS	2022 03 18	MARCH 18 MEDICAL CLAIMS	03/18/2022	459.90	459.90
ADVANTAGE ADMINISTRATORS	6597	SELF FUND MEDICAL INS	03/18/2022	26.10	26.10
Total 112-3830-61840 CLAIMS-SIDE FUND:				513.80	513.80
112-3840-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	03/14/2022	30.96	30.96
WELLMARK INC	220700018017	APR 2022 HOSPITAL INSURANC	03/18/2022	6,663.69	.00
Total 112-3840-61500 MEDICAL-HEALTH:				6,694.65	30.96
112-3840-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 03 04	MARCH 04 MEDICAL CLAIMS	03/04/2022	13.35	13.35
ADVANTAGE ADMINISTRATORS	6597	SELF FUND MEDICAL INS	03/18/2022	43.50	43.50
Total 112-3840-61840 CLAIMS-SIDE FUND:				56.85	56.85
112-3860-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	03/14/2022	24.59	24.59
WELLMARK INC	220700018017	APR 2022 HOSPITAL INSURANC	03/18/2022	4,389.12	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 112-3860-61500 MEDICAL-HEALTH:				4,413.71	24.59
112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE					
ADVANTAGE ADMINISTRATORS	6597	SELF FUND MEDICAL INS	03/18/2022	26.10	26.10
Total 112-3860-61840 CLAIMS-SIDE FUND Q HRA FEE:				26.10	26.10
112-3860-62310 SAFETY					
FAREWAY STORES INC	25372	LEMONADE/ICE - CHILI COOKO	02/16/2022	12.86	.00
Total 112-3860-62310 SAFETY:				12.86	.00
112-3860-64990 EMPLOYEE BENEFITS CONSULTING					
TASC	IN2322017	ACA EMP REPORTING ADM FE	03/01/2022	84.00	84.00
Total 112-3860-64990 EMPLOYEE BENEFITS CONSULTING:				84.00	84.00
113-3900-61840 FLEX SPENDING					
ADVANTAGE ADMINISTRATORS	2022 02 28	PAYROLL DEDUCTION FLEX SP	02/28/2022	876.20	876.20
ADVANTAGE ADMINISTRATORS	2022 02 28	PAYROLL DEDUCTION FLEX SP	02/28/2022	876.20	876.20
Total 113-3900-61840 FLEX SPENDING:				1,752.40	1,752.40
123-4410-67990 PARK CAPITAL					
BERGANKDV TECHNOLOGY &	CW118720	COMPUTERS - 2 TOWERS/1 LA	02/28/2022	1,745.00	.00
BERGANKDV TECHNOLOGY &	CW118834	TABLET/MONITORS	03/08/2022	3,350.00	.00
HAWKEYE BUILDINGS	2022 02	12X24 LOFTED BARN GARAGE	02/25/2022	8,667.75	8,667.75
Total 123-4410-67990 PARK CAPITAL:				13,762.75	8,667.75
123-5250-67280 ADMINISTRATION CAPITAL					
ACE HARDWARE	B92691	RAWL TAPR HWH	02/09/2022	23.99	.00
BERGANKDV TECHNOLOGY &	CW119993	RUCKUS R550 ACCESS POINT	03/18/2022	2,394.00	.00
MAXIMUM SIGHT & SOUND	50219	CITY HALL - CAT 6 RUNS 2/WIR	03/03/2022	14,200.00	.00
MAXIMUM SIGHT & SOUND	50220	CITY SHOP - CAT 6 RUNS 3 BUI	03/03/2022	6,975.00	.00
MAXIMUM SIGHT & SOUND	50262	FIRESTATION - CAT 6 RUNS 11/	03/11/2022	5,575.00	.00
STOREY KENWORTHY CORP	PINV969413	TABLE - FRONT OFFICE	02/03/2022	1,179.72	.00
Total 123-5250-67280 ADMINISTRATION CAPITAL:				30,347.71	.00
123-5250-67701 LIBRARY CAPITAL					
ACE HARDWARE	B93391	CAULK/SEAL KNOCKOUT/FAST	02/24/2022	29.52	.00
KENS ELECTRIC	307506	INSTALL CAR CHARGING STATI	02/15/2022	7,160.48	.00
Total 123-5250-67701 LIBRARY CAPITAL:				7,190.00	.00
160-1710-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27017	PRIORTIZING BANDWIDTH - MO	03/01/2022	39.80	.00
Total 160-1710-63730 COMMUNICATIONS:				39.80	.00
160-1710-63750 CELLULAR/PAGING					
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	28.09	28.09
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	31.19	31.19
US CELLULAR	453072630 202	TABLET	03/02/2022	70.00	70.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 160-1710-63750 CELLULAR/PAGING:				129.28	129.28
160-1710-64950 CONTRACTS					
ONLINE SOLUTIONS LLC	4539	2022-2023 ANNUAL BILLING CI	03/16/2022	3,600.00	.00
Total 160-1710-64950 CONTRACTS:				3,600.00	.00
160-5030-67901 HOMES FOR IOWA					
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE IA HO	03/01/2022	8.71	8.71
Total 160-5030-67901 HOMES FOR IOWA:				8.71	8.71
160-5200-63730 COMMUNICATIONS					
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	98.73	.00
Total 160-5200-63730 COMMUNICATIONS:				98.73	.00
160-5200-64110 LEGAL EXPENSE					
DILLON LAW PC	9690	JANUARY LEGAL SERVICE	03/02/2022	91.34	.00
DILLON LAW PC	9940	FEBRUARY LEGAL SERVICE	03/02/2022	227.72	.00
Total 160-5200-64110 LEGAL EXPENSE:				319.06	.00
160-5200-64133 TOURISM					
ALLIANT ENERGY	8100421000 20	ELECTRIC SERVICE	03/07/2022	20.49	20.49
Total 160-5200-64133 TOURISM:				20.49	20.49
160-5200-64139 OCAD DUES					
OELWEIN CHAMBER & AREA D	2022 03 01	3RD QTR CONTRIBUTION	03/01/2022	12,500.00	.00
Total 160-5200-64139 OCAD DUES:				12,500.00	.00
160-5200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303665909	PN 2/14 MEETING NOTICE - BO	02/09/2022	1.27	.00
OELWEIN PUBLISHING CO	303669814	ORD # 1200	02/18/2022	3.82	.00
OELWEIN PUBLISHING CO	303670238	FEB 14 MINUTES	02/22/2022	17.70	.00
Total 160-5200-64140 LEGAL PUBLICATION:				22.79	.00
160-5200-64181 PROPERTY TAXES-MISC					
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES OELWEIN EL	03/01/2022	119.00	119.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES DAN FORSY	03/01/2022	119.00	119.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES FAUST	03/01/2022	83.00	83.00
Total 160-5200-64181 PROPERTY TAXES-MISC:				321.00	321.00
160-5200-64904 JUNK HOUSE REMOVAL					
FAYETTE CO TREASURER	1828227009	PROPERTY TAXES 541 4TH AVE	03/01/2022	172.00	172.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 11 12TH AVE	03/01/2022	51.00	51.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 14 2ND AVE	03/01/2022	56.00	56.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 20 2ND AVE	03/01/2022	592.00	592.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 815 4TH AVE	03/01/2022	440.00	440.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 217 3RD ST	03/01/2022	327.00	327.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 33 3RD ST N	03/01/2022	177.00	177.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 1821153007	03/01/2022	15.00	15.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 1821153008	03/01/2022	16.00	16.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 217 2ND AV	03/01/2022	451.00	451.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 17 5TH AVE	03/01/2022	131.00	131.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 12 1ST AVE	03/01/2022	220.00	220.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 9 1ST ST S	03/01/2022	618.00	618.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 120 3RD ST	03/01/2022	691.00	691.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 1821462002	03/01/2022	3.00	3.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 964 S FRED	03/01/2022	136.00	136.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 608 1ST AVE	03/01/2022	269.00	269.00
FAYETTE CO TREASURER	2022 03 01	PROPERTY TAXES 1829226004	03/01/2022	4.00	4.00
Total 160-5200-64904 JUNK HOUSE REMOVAL:				4,369.00	4,369.00
160-5200-65060 OFFICE SUPPLIES					
COPY SYSTEMS INC	IN440371	COPIER MAINT SUPPORT	03/08/2022	11.22	.00
Total 160-5200-65060 OFFICE SUPPLIES:				11.22	.00
160-5200-67900 ED INFRASTRUCTURE/PLANNING					
CONFLUENCE INC	22984	PROJECT 21421 OELWEIN PAR	03/14/2022	248.50	.00
UPPER EXPLORERLAND	FY22469	HISTORICAL REVIEW U OF I, PL	02/28/2022	115.00	.00
Total 160-5200-67900 ED INFRASTRUCTURE/PLANNING:				363.50	.00
161-5225-64030 ADMINISTRATIVE COSTS					
UPPER EXPLORERLAND	FY22456	FEBRUARY 2022 ADMIN COSTS	02/28/2022	937.04	.00
Total 161-5225-64030 ADMINISTRATIVE COSTS:				937.04	.00
161-5225-64907 REVOLVING FUNDS DISBURSED					
SARAH DAVIS dba 2ND CHANC	2022 03	IRP LOAN PROCEEDS	03/09/2022	10,000.00	10,000.00
TRACY AND MICHELLE RUPRIG	2022 03 23	IRP LOAN PROCEEDS	03/23/2022	31,893.94	31,893.94
Total 161-5225-64907 REVOLVING FUNDS DISBURSED:				41,893.94	41,893.94
167-1500-65041 EQUIPMENT					
ALEX AIR APPARATUS INC	INV-45269	CUTTER TOOL KIT/SPREADER	02/04/2022	37,392.00	37,392.00
Total 167-1500-65041 EQUIPMENT:				37,392.00	37,392.00
177-1100-65150 FORFEITURES					
IOWA DEPARTMENT OF JUSTIC	50146	10% SEIZED FORFEITURE- SPC	03/08/2022	14.90	14.90
RAY O'HERRON CO INC	2181790	VEST	03/17/2022	380.17	.00
Total 177-1100-65150 FORFEITURES:				395.07	14.90
287-7117-68010 2020 GO BOND					
BERGANKDV TECHNOLOGY &	CW118720	COMPUTERS - 2 TOWERS/1 LA	02/28/2022	1,885.00	.00
CARRICO AQUATIC RESOURCE	20220918	GASKET STRAINERS	02/18/2022	245.90	.00
CARRICO AQUATIC RESOURCE	20221184	POOL LIFT COVERS	03/07/2022	848.49	.00
STOREY KENWORTHY CORP	PINV972239	TP DISPENSER/TP	02/14/2022	975.14	.00
Total 287-7117-68010 2020 GO BOND:				3,954.53	.00
307-4300-64950 CONTRACTS					
FEHR GRAHAM ENGINEERING	106105	PROJECT 21-1205 SEGMENT 2	02/28/2022	5,273.95	.00
FEHR GRAHAM ENGINEERING	106107	PROJECT 21-931 SEGMENT 3 T	02/28/2022	6,276.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 307-4300-64950 CONTRACTS:				11,549.95	.00
307-4300-67850 CONSTRUCTION					
OELWEIN PUBLISHING CO	303675649	PH SEGMENT 3 TRAIL IMP	02/28/2022	27.50	.00
Total 307-4300-67850 CONSTRUCTION:				27.50	.00
385-8125-64070 CONTRACTS, ENGINEERS					
FOX STRAND INC	180952	OEL 2020 WATER MAIN REPLA	03/09/2022	1,543.50	.00
UPPER EXPLORERLAND	FY22459	CDBG - WATER/SEWER #19-WS	02/28/2022	517.46	.00
Total 385-8125-64070 CONTRACTS, ENGINEERS:				2,060.96	.00
385-8125-65030 ADMINISTRATIVE COSTS					
OELWEIN PUBLISHING CO	303669597	PN OELWEIN WATER MAIN	02/15/2022	21.50	.00
Total 385-8125-65030 ADMINISTRATIVE COSTS:				21.50	.00
386-8120-64070 CONTRACTS,ENGINEERS					
FOX STRAND INC	180951	OEL WELL & DISINFECTION IMP	03/09/2022	199.50	.00
Total 386-8120-64070 CONTRACTS,ENGINEERS:				199.50	.00
393-7509-64950 CONTRACTS					
S&P GLOBAL RATINGS	11431724	ANALYTICAL SERVICES 2022 G	02/25/2022	14,250.00	.00
Total 393-7509-64950 CONTRACTS:				14,250.00	.00
600-6200-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	03/14/2022	31.85	31.85
WELLMARK INC	220700018017	APR 2022 HOSPITAL INSURANC	03/18/2022	8,159.89	.00
Total 600-6200-61500 MEDICAL-HEALTH:				8,191.74	31.85
600-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 02 25	FEBRUARY 25 MEDICAL CLAIM	02/25/2022	334.96	334.96
ADVANTAGE ADMINISTRATORS	2022 03 04	MARCH 04 MEDICAL CLAIMS	03/04/2022	25.38	25.38
ADVANTAGE ADMINISTRATORS	2022 03 11	MARCH 11 MEDICAL CLAIMS	03/11/2022	205.73	205.73
ADVANTAGE ADMINISTRATORS	2022 03 18	MARCH 18 MEDICAL CLAIMS	03/18/2022	91.34	91.34
ADVANTAGE ADMINISTRATORS	6597	SELF FUND MEDICAL INS	03/18/2022	43.50	43.50
Total 600-6200-61840 CLAIMS-SIDE FUND:				700.91	700.91
600-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IMFOA	12220 2022 03	ANNUAL MEMBERSHIP 2022-23	03/09/2022	6.67	6.67
IMFOA	12262 2022 03	ANNUAL MEMBERSHIP 2022-23	03/09/2022	16.67	16.67
IMFOA	12263	ANNUAL MEMBERSHIP 2022-23	03/09/2022	6.67	6.67
JOSHUA STEVEN LOBAN	2022 03 04	REIMBURSEMENT - CERTIFICA	03/04/2022	63.04	63.04
Total 600-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				93.05	93.05
600-6200-63100 BUILDING					
PETTY CASH	2022 03 04	BATHROOM SUPPLIES	03/04/2022	8.32	8.32
Total 600-6200-63100 BUILDING:				8.32	8.32

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
600-6200-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27017	PRIORITIZING BANDWIDTH - MO	03/01/2022	39.80	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	96.90	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	98.73	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	30.36	30.36
Total 600-6200-63730 COMMUNICATIONS:				265.79	30.36
600-6200-63810 UTILITIES					
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	193.06	193.06
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	24.81	24.81
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	34.16	34.16
Total 600-6200-63810 UTILITIES:				252.03	252.03
600-6200-64110 LEGAL EXPENSE					
DILLON LAW PC	9690	JANUARY LEGAL SERVICE	03/02/2022	114.18	.00
DILLON LAW PC	9940	FEBRUARY LEGAL SERVICE	03/02/2022	284.65	.00
LYNCH DALLAS PC	194793	LEGAL/PROFESSIONAL FEES	02/25/2022	550.00	.00
LYNCH DALLAS PC	195615	LEGAL/PROFESSIONAL FEES	03/23/2022	92.83	.00
Total 600-6200-64110 LEGAL EXPENSE:				1,041.66	.00
600-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303665909	PN 2/14 MEETING NOTICE - BO	02/09/2022	1.70	.00
OELWEIN PUBLISHING CO	303669814	ORD # 1200	02/18/2022	5.10	.00
OELWEIN PUBLISHING CO	303670238	FEB 14 MINUTES	02/22/2022	23.60	.00
Total 600-6200-64140 LEGAL PUBLICATION:				30.40	.00
600-6200-64182 WATER EXCISE TAX					
TREASURER STATE OF IOWA	1-33-809659 2	FEBRUARY WET TAX	02/28/2022	4,890.00	4,890.00
Total 600-6200-64182 WATER EXCISE TAX:				4,890.00	4,890.00
600-6200-64950 CONTRACTS					
ADVANTAGE ARCHIVES LLC	34971	DOCUMENT DIGITIZATION	02/28/2022	315.65	.00
BERGANKDV TECHNOLOGY &	CW119993	WATCHDOG SUPPORT	03/18/2022	67.00	.00
BERGANKDV TECHNOLOGY &	CW119993	RUCKUS CLOUD WIFI SUB LICE	03/18/2022	215.00	.00
MUNICIPAL CODE CORPORATI	371108	WEBSITE BASE FEATURES - 2n	03/16/2022	1,333.33	.00
Total 600-6200-64950 CONTRACTS:				1,930.98	.00
600-6200-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW117575	WEBROOT	02/09/2022	36.00	36.00
BERGANKDV TECHNOLOGY &	CW117795	EMAIL SECURITY	02/09/2022	38.00	38.00
BERGANKDV TECHNOLOGY &	CW118005	OFFICE 365	02/09/2022	13.75	13.75
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	37.50	37.50
BERGANKDV TECHNOLOGY &	CW118005	HOSTED EXCHANGE	02/09/2022	28.00	28.00
CARDMEMBER SERVICES	0060 BR 2022	BOWBENDER - CUSTOM OELW	03/07/2022	32.10	32.10
CARDMEMBER SERVICES	0060 BR 2022	AMAZON - CLEAR PROJECT FO	03/07/2022	15.99	15.99
CARDMEMBER SERVICES	8557 DM 2022	ADOBE - MONTHLY SUB X'S 2	03/07/2022	60.04	60.04
COPY SYSTEMS INC	IN440371	COPIER MAINT SUPPORT	03/08/2022	11.22	.00
FIDELITY BANK & TRUST	2022 02 28	PSN MONTHLY FEE-CR CARD/D	02/28/2022	27.45	27.45
PETTY CASH	2022 03 04	POSTAGE	03/04/2022	2.56	2.56
PETTY CASH	2022 03 04	SHORTAGE	03/04/2022	.16	.16
STOREY KENWORTHY CORP	PINV970951	PAPER/WALL CLOCKS	02/08/2022	51.13	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
STOREY KENWORTHY CORP	PINV971494	OFFICE CHAIR	02/10/2022	120.02	.00
Total 600-6200-65060 OFFICE SUPPLIES:				473.92	291.55
600-8100-61990 EMPLOYEE PERSONNEL EXPENSE					
VICTOR KANE	2022 03 22	MEAL TRAINING	03/22/2022	12.29	.00
Total 600-8100-61990 EMPLOYEE PERSONNEL EXPENSE:				12.29	.00
600-8100-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27018	PRIORITIZING BANDWIDTH - MO	03/01/2022	49.75	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	189.19	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	62.93	62.93
US CELLULAR	453072630 202	TABLET	03/02/2022	48.09	48.09
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	22.28	22.28
Total 600-8100-63730 COMMUNICATIONS:				372.24	133.30
600-8100-63810 UTILITIES					
ALLIANT ENERGY	4830253977 20	ELECTRIC SERVICE	03/04/2022	5,360.21	5,360.21
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	254.31	254.31
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	67.75	67.75
Total 600-8100-63810 UTILITIES:				5,682.27	5,682.27
600-8100-65041 EQUIPMENT					
USABLUEBOOK	912746	VALVES	03/16/2022	104.88	.00
Total 600-8100-65041 EQUIPMENT:				104.88	.00
600-8100-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	12.50	12.50
BERGANKDV TECHNOLOGY &	CW119492	CLOUD CONT DESKTOP	03/08/2022	24.00	.00
Total 600-8100-65060 OFFICE SUPPLIES:				36.50	12.50
600-8100-65070 SUPPLIES					
ACE HARDWARE	A232157	T25 TORX BITS	02/15/2022	3.98	.00
ACE HARDWARE	A232163	BIT TIP HOLDER/T25 TORX BIT/	02/15/2022	14.37	.00
ACE HARDWARE	A232292	PACKING TAPE	02/17/2022	7.99	.00
ACE HARDWARE	A232661	MAP PRO GAS/SPLICE	02/23/2022	53.92	.00
ACE HARDWARE	A232668	TOOL BAG	02/23/2022	64.99	.00
ACE HARDWARE	B92312	FURNACE FILTERS	02/01/2022	14.97	.00
ACE HARDWARE	B92397	SPRAYER ORBITAL	02/03/2022	3.79	.00
ACE HARDWARE	B92485	COVER SQ BLANK 1/2"	02/07/2022	3.96	.00
ACE HARDWARE	B92654	POCKET SCREWDRIVER 4IN1	02/08/2022	5.58	.00
EUROFINS ENVIRONMENT TES	3100100720	WATER SAMPLES	01/27/2022	197.40	.00
EUROFINS ENVIRONMENT TES	3100101868	WATER SAMPLES	02/25/2022	147.00	.00
GRAINGER	9233448399	BATTERY BACKUP	03/04/2022	148.30	.00
JOHN DEERE FINANCIAL F.S.B.	2824393	DRAIN SPADE/CONNECTORS/O	03/02/2022	59.95	59.95
STATE HYGIENIC LABORATORY	227054	LAB TESTS	02/28/2022	203.50	.00
USABLUEBOOK	890033	TUBE ASSEMBLY/SENSOR/STR	02/24/2022	674.56	.00
Total 600-8100-65070 SUPPLIES:				1,604.26	59.95
600-8100-67850 METER SYSTEM					
GRAINGER	9253340476	T-STAT CABLE	03/22/2022	177.06	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
MUNICIPAL SUPPLY INC	826435-IN	METERS	02/23/2022	8,704.00	.00
MUNICIPAL SUPPLY INC	827236-IN	METERS	03/08/2022	702.13	.00
USBLUEBOOK	853176	METER SEAL WARNING TAG	01/20/2022	169.50	169.50
Total 600-8100-67850 METER SYSTEM:				9,752.69	169.50
670-8420-64950 BLACKHAWK CONTRACT					
BLACKHAWK WASTE DISPOSA	04-288213 202	MONTHLY GARBAGE/RECYCLI	03/15/2022	27,427.50	.00
BLACKHAWK WASTE DISPOSA	04-288247 202	FEBRUARY 2022 ASSISTED PIC	03/15/2022	65.00	.00
BLACKHAWK WASTE DISPOSA	04-288973 202	FEBRUARY 2022 MULTI TOTES	03/15/2022	310.80	.00
Total 670-8420-64950 BLACKHAWK CONTRACT:				27,803.30	.00
680-8220-63730 COMMUNICATIONS					
CARDMEMBER SERVICES	3397 JR 2022	YES! MUSIC - MONTHLY SUB	03/07/2022	8.94	8.94
Total 680-8220-63730 COMMUNICATIONS:				8.94	8.94
680-8220-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	FEBRUARY SALES TAX	02/28/2022	745.00	745.00
Total 680-8220-64180 SALES TAX:				745.00	745.00
680-8220-65060 OFFICE SUPPLIES					
FIDELITY BANK & TRUST	2022 02 28	WELLNESS CENTER MERCHAN	02/28/2022	131.76	131.76
FIDELITY BANK & TRUST	2022 02 28	WELLNESS BANKCARD FEES	02/28/2022	161.98	161.98
FIDELITY BANK & TRUST	2022 02 28	WELLNESS TSYS FEES-ACH BI	02/28/2022	174.70	174.70
STOREY KENWORTHY CORP	PINV968883	PAPER	02/01/2022	21.26	.00
STOREY KENWORTHY CORP	PINV975197	THERMAL POUCH/TAB FOLDER	02/24/2022	30.86	.00
Total 680-8220-65060 OFFICE SUPPLIES:				520.56	468.44
680-8220-65070 SUPPLIES					
CARDMEMBER SERVICES	3397 JR 2022	MERCY COLLEGE - CPR CARD	03/07/2022	3.00	3.00
CARDMEMBER SERVICES	3397 JR 2022	AMAZON - REMOTE/SHOWER C	03/07/2022	16.88	16.88
COPY SYSTEMS INC	IN439779	COPIER MAINT SUPPORT	03/01/2022	40.56	.00
FAREWAY STORES INC	26219	LAUNDRY SOAP	02/24/2022	6.94	.00
FAREWAY STORES INC	50077	KLEENEX	02/17/2022	4.94	.00
Total 680-8220-65070 SUPPLIES:				72.32	19.88
680-8220-65340 INCENTIVE PROGRAM					
CARDMEMBER SERVICES	3397 JR 2022	DOLLAR TREE - BASKETS/TAPE	03/07/2022	16.25	16.25
Total 680-8220-65340 INCENTIVE PROGRAM:				16.25	16.25
680-8220-65350 AFTER SCHOOL PROGRAMS					
FAREWAY STORES INC	15902	SNACKS/JUICE BOXES	02/07/2022	59.33	.00
FAREWAY STORES INC	50077	SNACKS/JUICE BOXES	02/17/2022	26.92	.00
FAREWAY STORES INC	52114	SNACKS/JUICE BOXES	02/25/2022	52.62	.00
Total 680-8220-65350 AFTER SCHOOL PROGRAMS:				138.87	.00
700-6200-61500 MEDICAL-HEALTH					
UNUM LIFE INSURANCE CO O	0618207-0015	LIFE INSURANCE PREMIUM	03/14/2022	30.07	30.07
WELLMARK INC	220700018017	APR 2022 HOSPITAL INSURANC	03/18/2022	6,230.29	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total 700-6200-61500 MEDICAL-HEALTH:				6,260.36	30.07
700-6200-61840 CLAIMS-SIDE FUND					
ADVANTAGE ADMINISTRATORS	2022 02 25	FEBRUARY 25 MEDICAL CLAIM	02/25/2022	2.78	2.78
ADVANTAGE ADMINISTRATORS	2022 03 11	MARCH 11 MEDICAL CLAIMS	03/11/2022	205.72	205.72
ADVANTAGE ADMINISTRATORS	2022 03 18	MARCH 18 MEDICAL CLAIMS	03/18/2022	91.35	91.35
ADVANTAGE ADMINISTRATORS	6597	SELF FUND MEDICAL INS	03/18/2022	34.80	34.80
Total 700-6200-61840 CLAIMS-SIDE FUND:				334.65	334.65
700-6200-61990 EMPLOYEE PERSONNEL EXPENSE					
IMFOA	12220 2022 03	ANNUAL MEMBERSHIP 2022-23	03/09/2022	6.67	6.67
IMFOA	12262 2022 03	ANNUAL MEMBERSHIP 2022-23	03/09/2022	16.67	16.67
IMFOA	12263	ANNUAL MEMBERSHIP 2022-23	03/09/2022	6.67	6.67
Total 700-6200-61990 EMPLOYEE PERSONNEL EXPENSE:				30.01	30.01
700-6200-63100 BUILDING					
PETTY CASH	2022 03 04	BATHROOM SUPPLIES	03/04/2022	8.32	8.32
Total 700-6200-63100 BUILDING:				8.32	8.32
700-6200-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27017	PRIORITIZING BANDWIDTH - MO	03/01/2022	39.80	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	98.74	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	30.36	30.36
Total 700-6200-63730 COMMUNICATIONS:				168.90	30.36
700-6200-63810 UTILITIES					
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	193.06	193.06
EAGLE POINT ENERGY 5 LLC	OELWEIN 41	ELECTRIC SERVICE	03/02/2022	24.80	24.80
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	34.15	34.15
Total 700-6200-63810 UTILITIES:				252.01	252.01
700-6200-64110 LEGAL EXPENSE					
DILLON LAW PC	9690	JANUARY LEGAL SERVICE	03/02/2022	114.18	.00
DILLON LAW PC	9940	FEBRUARY LEGAL SERVICE	03/02/2022	284.64	.00
LYNCH DALLAS PC	194793	LEGAL/PROFESSIONAL FEES	02/25/2022	550.00	.00
LYNCH DALLAS PC	195615	LEGAL/PROFESSIONAL FEES	03/23/2022	92.84	.00
Total 700-6200-64110 LEGAL EXPENSE:				1,041.66	.00
700-6200-64140 LEGAL PUBLICATION					
OELWEIN PUBLISHING CO	303665909	PN 2/14 MEETING NOTICE - BO	02/09/2022	1.70	.00
OELWEIN PUBLISHING CO	303669814	ORD # 1200	02/18/2022	5.10	.00
OELWEIN PUBLISHING CO	303670238	FEB 14 MINUTES	02/22/2022	23.60	.00
Total 700-6200-64140 LEGAL PUBLICATION:				30.40	.00
700-6200-64180 SALES TAX					
TREASURER STATE OF IOWA	1-33-000974 2	FEBRUARY SALES TAX	02/28/2022	1,640.00	1,640.00
Total 700-6200-64180 SALES TAX:				1,640.00	1,640.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
700-6200-64950 CONTRACTS					
ADVANTAGE ARCHIVES LLC	34971	DOCUMENT DIGITIZATION	02/28/2022	315.65	.00
BERGANKDV TECHNOLOGY &	CW119993	WATCHDOG SUPPORT	03/18/2022	67.00	.00
BERGANKDV TECHNOLOGY &	CW119993	RUCKUS CLOUD WIFI SUB LICE	03/18/2022	215.00	.00
MUNICIPAL CODE CORPORATI	371108	WEBSITE BASE FEATURES - 2n	03/16/2022	1,333.34	.00
Total 700-6200-64950 CONTRACTS:				1,930.99	.00
700-6200-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW117575	WEBROOT	02/09/2022	36.00	36.00
BERGANKDV TECHNOLOGY &	CW117795	EMAIL SECURITY	02/09/2022	38.00	38.00
BERGANKDV TECHNOLOGY &	CW118005	OFFICE 365	02/09/2022	13.75	13.75
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	37.50	37.50
BERGANKDV TECHNOLOGY &	CW118005	HOSTED EXCHANGE	02/09/2022	28.00	28.00
CARDMEMBER SERVICES	0060 BR 2022	BOWBENDER - CUSTOM OELW	03/07/2022	32.10	32.10
CARDMEMBER SERVICES	0060 BR 2022	AMAZON - CLEAR PROJECT FO	03/07/2022	15.99	15.99
CARDMEMBER SERVICES	8557 DM 2022	ADOBE - MONTHLY SUB X'S 2	03/07/2022	60.04	60.04
COPY SYSTEMS INC	IN440371	COPIER MAINT SUPPORT	03/08/2022	11.23	.00
FIDELITY BANK & TRUST	2022 02 28	PSN MONTHLY FEE-CR CARD/D	02/28/2022	27.45	27.45
PETTY CASH	2022 03 04	POSTAGE	03/04/2022	2.57	2.57
STOREY KENWORTHY CORP	PINV970951	PAPER/WALL CLOCKS	02/08/2022	51.14	.00
STOREY KENWORTHY CORP	PINV971494	OFFICE CHAIR	02/10/2022	120.02	.00
Total 700-6200-65060 OFFICE SUPPLIES:				473.79	291.40
700-8310-61990 EMPLOYEE PERSONNEL EXPENSE					
CARDMEMBER SERVICES	1638 VK 2022	HILTON HOTELS - HOTELS FOR	03/07/2022	306.46	306.46
VICTOR KANE	2022 03 10	MEALS/PARKING - TRAINING -	03/10/2022	66.67	66.67
Total 700-8310-61990 EMPLOYEE PERSONNEL EXPENSE:				373.13	373.13
700-8310-63310 VEHICLE					
JOHN DEERE FINANCIAL F.S.B.	P30290	HYD HOSE/FITTING	03/07/2022	182.60	182.60
Total 700-8310-63310 VEHICLE:				182.60	182.60
700-8310-63810 UTILITIES					
ALLIANT ENERGY	0106966292 20	ELECTRIC SERVICE	02/24/2022	480.94	480.94
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	84.77	84.77
Total 700-8310-63810 UTILITIES:				565.71	565.71
700-8310-64950 CONTRACTS					
FOX STRAND INC	180950	OEL NE SANITARY SEWER IMP	03/09/2022	3,800.00	.00
Total 700-8310-64950 CONTRACTS:				3,800.00	.00
700-8310-65041 EQUIPMENT					
ENVIRONMENTAL PRODUCTS	256928	HYDAC 2 WAY BALL VALVE/VAC	03/18/2022	1,054.76	.00
Total 700-8310-65041 EQUIPMENT:				1,054.76	.00
700-8310-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW119492	CLOUD CONT DESKTOP	03/08/2022	24.00	.00
Total 700-8310-65060 OFFICE SUPPLIES:				24.00	.00

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
700-8310-65070 SUPPLIES					
ACE HARDWARE	B93262	COUPLING	02/21/2022	2.99	.00
UTILITY EQUIPMENT CO	30063076-000	SEWER PIPE	03/23/2022	352.80	.00
Total 700-8310-65070 SUPPLIES:				355.79	.00
700-8310-67850 METER SYSTEM					
MUNICIPAL SUPPLY INC	827236-IN	METERS	03/08/2022	702.12	.00
Total 700-8310-67850 METER SYSTEM:				702.12	.00
700-8500-63100 BUILDING					
KENS ELECTRIC	18469602	8 THHN BLACK PER FT/CONDUIT	03/09/2022	1,115.04	.00
KENS ELECTRIC	18590562	CAT 5 10' BLUE CABLE - WIRE F	03/15/2022	66.17	.00
Total 700-8500-63100 BUILDING:				1,181.21	.00
700-8500-63730 COMMUNICATIONS					
BIGLEAF NETWORKS INC	INV27018	PRIORITIZING BANDWIDTH - MO	03/01/2022	49.75	.00
MEDIACOM COMMUNICATIONS	0003535 2022	PHONE/INTERNET SERVICE	03/16/2022	161.20	.00
US CELLULAR	453072630 202	CELLPHONE SERVICE	03/02/2022	22.28	22.28
Total 700-8500-63730 COMMUNICATIONS:				233.23	22.28
700-8500-63810 UTILITIES					
ALLIANT ENERGY	9707011000 20	GAS SERVICE	03/14/2022	585.31	585.31
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	39.76	39.76
OELWEIN CITY WATER	2022 03 01	WATER/SEWER SERVICE	03/01/2022	377.71	377.71
Total 700-8500-63810 UTILITIES:				1,002.78	1,002.78
700-8500-65041 EQUIPMENT					
BARRON MOTOR SUPPLY	228892	BELTS	03/04/2022	39.46	.00
ICE MANUFACTURING INC	1299	SCRAP METAL ANGLE/FLAT	02/28/2022	310.52	.00
Total 700-8500-65041 EQUIPMENT:				349.98	.00
700-8500-65060 OFFICE SUPPLIES					
BERGANKDV TECHNOLOGY &	CW118005	PREMIUM OFFICE 365	02/09/2022	12.50	12.50
Total 700-8500-65060 OFFICE SUPPLIES:				12.50	12.50
700-8500-65070 SUPPLIES					
EUROFINS ENVIRONMENT TES	3100101867	WASTEWATER SAMPLES	02/25/2022	635.25	.00
GRAINGER	9243780849	FUSES	03/14/2022	118.17	.00
HAWKINS INC	6141901	AZONE	03/15/2022	2,029.98	.00
KENS ELECTRIC	18510438	IRONRIDGE GROUNDING LUG	03/11/2022	28.35	.00
KENS ELECTRIC	18548834	ILSCO TA-250 CUAL MECH LUG	03/14/2022	12.08	.00
Total 700-8500-65070 SUPPLIES:				2,823.83	.00
Grand Totals:				433,179.24	151,234.98

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Report Criteria:

Summary report

Check Number	Check Issue Date	Payee	Amount
58310	03/04/2022	THE GRAND THEATRE OF OELWEIN	20,000.00
58311	03/04/2022	MICHAELLA GREEN	113.48
58324	03/09/2022	NATHAN WEIDEMANN	25.00
58346	03/23/2022	DAVE WARTHAN	158.71
58347	03/23/2022	SARA BROWN	97.85
58348	03/24/2022	MARRISSA CLARK	20.62
58349	03/24/2022	JULIE EVANS	57.36
58350	03/24/2022	TYLER GAMBLE	20.97
58351	03/24/2022	CONNIE OR THOMAS OAKES	29.43
Grand Totals:			<u>20,523.42</u>

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1647870665075>

Agencies <https://directory.iowa.gov/?ia_slv=1647870665075>

Social <https://directory.iowa.gov/social/Index?ia_slv=1647870665075>

<https://www.iowa.gov/search/google?ia_slv=1647870665075>

(App-157047)

License or Permit Type

License or Permit Type

Class C Beer Permit

Length of License Requested

12 Month

Tentative Effective Date

2022-05-28

Tentative Expiration Date

2023-05-27

Privileges / Sub-Permits Information

Privileges

Sunday Sales

Sub-Permits

Premises Information

Business Information

* (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

Kwik Trip, Inc.

* (required) Name of Business (D/B/A)

Kwik Star #665

Indicate how the business will be operated

Privately Held Corporation

* (required) Federal Employer ID #

39-1036365

* (required) Business Number of Secretary of State

106706

Tentative Expiration Date

May 27, 2023

Premises Information

Address of Premises:

<https://iowaabd.force.com/s/laabNewPermit?appId=a0Y8y0000026yBvEAI>

Item 3.

Address or location

10 1st Avenue SE, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

* (required) Premises Street

10 1st Avenue SE

Premises Suite/Apt Number

* (required) Premises City

Oelwein

Premises State

Iowa

* (required) Premises Zip/Postal Code

50662-0000

Premises County

Fayette

* (required) Local Authority

City of Oelwein

Control of Premises

Own

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

* (required) # of Floors:

1

Premises Type

Convenience Store

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

* (required) Square footage of the entire retail sales area of the business, including area of walk-in coolers that are accessible to the public. This includes all areas where non-alcohol products are also sold. Do not include areas that are not accessible to the public (offices, bathroom, kitchen, storage area etc.).

1,501

Contact Information

* (required) Contact Name

Deanna Hafner

*

(required) Extension

n

* (required) Business Phone

(319) 283-2113

* (required) Email Address

dhafner@kwiktrip.com

* (required) Phone

(608) 793-6262

*

(required) Extension

n

Same as Premises Address

Mailing Address:

Address or location

PO Box 2107,La Crosse,Wisconsin,

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

PO Box 2107

Mailing Suite/Apt Number

Mailing City

La Crosse

Mailing State

Wisconsin

Mailing Zip/Postal Code

54602-2107

Mailing County

Ownership

Donald Zietlow

Position: President

SSN: XXX-XX-1927

US Citizen: Yes

Ownership: 100%

DOB: 12/04/1934

Jeffrey Wrobel

Position: Treasurer

SSN: XXX-XX-7429

US Citizen: Yes

Ownership: 0%

DOB: 07/16/1960

Thomas Reinhart

Position: Secretary

SSN: XXX-XX-9524

US Citizen: Yes

Ownership: 0%

DOB: 02/15/1954

Criminal History Information

Since the license was last issued, has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Since the license was last issued, has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Local Authority Information

Item 3.

Extension - * (required) Daytime Phone for Local Authority
(319) 283-5440

Sketch on File
Yes

Lease, Final Sales Contract, or Warranty Deed on File (Purchase agreements not accepted)
Yes

Premise's Address Correct?
Yes

Premises Zoned Properly?
Yes

Fire Inspection Completed?
No

Health Inspection Completed?
No

Was a DCI background check run?
No

Previous License Number for this Location

* (required) Local Authority Email Address
deputyclerk@cityofelwein.org

Comments

Amount Owed to Local Authority
100.00

Document Upload Information

DOCUMENT NAME
Deed/Final Sales Contract or Lease

UPLOADED DOCUMENTS
665 Oelwein - Deed.pdf

ADDITIONAL COMMENTS

DOCUMENT NAME
Sketch

UPLOADED DOCUMENTS
665 FP.pdf

ADDITIONAL COMMENTS

Item 4.

Services <https://directory.iowa.gov/service/index?_ga=1.101492737.1604613096.1488473035&ia_slv=1647967091207>

Agencies <https://directory.iowa.gov/?ia_slv=1647967091207>

Social <https://directory.iowa.gov/social/index?ia_slv=1647967091207>

<https://www.iowa.gov/search/google?ia_slv=1647967091207>

(App-157182)

License or Permit Type

License or Permit Type

Length of License Requested

Class C Liquor License

12 Month

Tentative Effective Date

Tentative Expiration Date

2022-06-01

2023-05-31

Privileges / Sub-Permits Information

Privileges

Outdoor Service

Sunday Sales

Sub-Permits Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises

Deck attached to the upstairs Lounge.

Premises Information

Business Information

* (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

* (required) Name of Business (D/B/A)

Leo's Italian Restaurant

Leo's Italian Restaurant, Inc.

Indicate how the business will be operated

* (required) Federal Employer ID #

Privately Held Corporation

42-1499549

* (required) Business Number of Secretary of State

Tentative Expiration Date

235759

May 31, 2023

Premises Information

Item 4.

Please select here if your location is in an unincorporated town

Address of Premises:

Address or location

29 S. Frederick Ave., Oelwein, Iowa, Iowa

Search by a location name or address to automatically populate the address fields below (optional)

* (required) Premises Street

29 S. Frederick Ave.

Premises Suite/Apt Number

* (required) Premises City

Oelwein

Premises State

Iowa

* (required) Premises Zip/Postal Code

50662

Premises County

Iowa

* (required) Local Authority

City of Oelwein

Control of Premises

Own

Is the capacity of your establishment over 200?

No

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

* (required) # of Floors:

2

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Premises Type

Restaurant

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

* (required) Contact Name

Michael Leo

*

(required) Extension

n

* (required) Business Phone

(319) 283-1655

* (required) Email Address

leosfoods@gmail.com

*

* (required) Phone

(required) Extension

(319) 283-7020

n

Same as Premises Address

Mailing Address:

Address or location

PO Box 468, Oelwein, Iowa, Fayette

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

PO Box 468

Mailing Suite/Apt Number

Mailing City

Oelwein

Mailing State

Iowa

Mailing Zip/Postal Code

50662

Mailing County

Fayette

Ownership

Michael Leo

Position: President

SSN: XXX-XX-0342

US Citizen: Yes

Ownership: 100%

DOB: 07/08/1960

Criminal History Information

Since the license was last issued, has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Since the license was last issued, has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law (not including traffic violations, except those that are alcohol related)?

No

Dramshop Verification Information

Dram Shop

North Star Mutual Insurance Company

Local Authority Information

Outdoor Service Area Approved / Denied

Outdoor Service Area Approved

Extension

* (required) Daytime Phone for Local Authority

(319) 283-5440

Sketch on File

Yes

Lease, Final Sales Contract, or Warranty Deed on File (Purchase agreements not accepted)

No

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

No

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

* (required) Local Authority Email Address

deputyclerk@cityofelwein.org

Comments

Amount Owed to Local Authority

617.50

Document Upload Information

Item 4.

DOCUMENT NAME

Deed/Final Sales Contract or Lease

UPLOADED DOCUMENTS

Deed.pdf

ADDITIONAL COMMENTS

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

sketch.png

ADDITIONAL COMMENTS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 VEHICLES AND TRAFFIC ARTICLE IX SNOWMOBILES AND ALL-TERRAIN VEHICLES OF THE CODE OF ORDINANCES OF THE CITY OF OELWEIN, IOWA

BE IT ORDAINED by the City Council of the City of Oelwein, Iowa, as follows:

Section 1. That the General Ordinances of the City of Oelwein adopted July 1, 2012, be amended by adding the following to Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain vehicles. The purpose of this ordinance is to update the ordinance to include utility terrain vehicles (UTV's).

Section 2. The original Code section 22-210 to 22-213 shall be deleted in its entirety and replaced with the following:

ARTICLE IX
SNOWMOBILES AND UTILITY TERRAIN VEHICLES

SECTION 22-210. PURPOSE.

To provide reasonable rules and regulations for the maintenance and operation of snowmobiles and utility terrain vehicles (UTV's) and to establish areas where snowmobiles and utility terrain vehicles may be used for the safety and general welfare in the City of Oelwein, Iowa.

SECTION 22-211. DEFINITIONS.

1. For use within this Article, unless the context otherwise requires, all the terms used in this Article shall have the same meaning as those set forth in Iowa Code Section 321G.1.
2. "UTV s" (Utility Terrain Vehicles) means a motorized flotation-tire vehicle with not less than four and not more than eight low-pressure tires that is limited in engine displacement to less than 1,500 cubic centimeters and in total dry weight of not more than 1,900 pounds and that has a seat which is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.
3. "Highway" means any street, alley, avenue, boulevard or other roadway square or public places open to public travel in this City. (Ord. 17-68 § 1 (8), 1969)

SECTION 22-212 REGISTRATION

1. No person shall operate an UTV or snowmobile on any approved roadway, for any purpose, unless the operator possesses a City of Oelwein permit to do so, issued by the Oelwein Police Chief, or their designee.
2. The Oelwein Police Department shall not issue a permit until the owner/operator has provided the following:
 - a. Evidence that the operator is at least 18 years of age and in possession of a valid Iowa driver's license.
 - b. Proof that the UTV or snowmobile is registered with the Iowa DNR.
 - c. Proof that the owner and operator have liability insurance covering operation of UTVs or snowmobile on approved City roadways in the amount required by the Code of Iowa.
3. The fee for such City permits shall be set by the city of Oelwein by Resolution and shall be valid for one (1) calendar year from January 1st through December 31st. Permit fees will not be pro-rated.
4. All permits shall be issued for a specific snowmobile or UTV. Permit holders will be issued a number and a sticker to affix to the left rear of the vehicle in a place that can be easily seen by others viewing said vehicle from behind.
5. The permit shall be suspended for 30 days for a first offense; 90 days for a second offense; and a permanent revocation for the third offense occurring within a twelve-month period for any violation occurring while operating an UTV or snowmobile of Iowa Code Chapters 321 or this ordinance.
6. The permit may be suspended or revoked by any law enforcement officer upon finding evidence that the permit holder has violated the conditions of the permit or has abused the privilege of being a permit holder. There shall be no refund of the permit fee. Should permit be suspended or revoked, the owner or operator may seek review of such City action by the City Administrator and finally by the Public Safety Committee.

7. Only UTVs that are part of a fundraiser or community event are exempt from registration. Snowmobiles passing through Oelwein on a clearly marked route or that are part of a fundraiser or community event are exempt from registration.

SECTION 22-212. OPERATION LIMITATIONS SNOWMOBILES

1. Any person may operate and use a snowmobile upon the city streets with the exception of Highways 150 and 3 and all public right-of-way, streets and alleys in the C-1 Central Business District, taking the most direct street to the corporate limits of the City, and no snowmobile shall be driven on any street solely for the entertainment or pleasure, except that a registered snowmobile may be operated upon a prohibited city street, other than a state highway, under the following conditions:
 - A. Upon a city street which has not been plowed during the snow season;
 - B. Upon a city street in an emergency during the period of time when and at locations where snow upon the roadways render travel by conventional motor vehicles impractical.
2. A snowmobile may make a direct crossing of a prohibited street or highway provided:
 - A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing; and
 - B. The snowmobile is brought to a complete stop before crossing the shoulder or main traveled way of the highway; and
 - C. The driver yields the right of way to all oncoming traffic which constitutes an immediate hazard;
3. Each snowmobile operated within the city shall be equipped with at least one head lamp and one tail lamp that comes standard from the manufacturer, which shall be lighted during the operation on a public street at any time from sunset to sunrise, and at such times when conditions such as fog, snow, sleet or rain provide insufficient lighting to render clearly discernible persons and vehicles at a distance of five hundred feet ahead.
4. Every snowmobile shall be equipped with brakes which conform to standards prescribed by the director of transportation.
5. Snowmobile shall not be operated without suitable and effective muffling devices which limit engine noise to not more than eighty-six decibels as measured on the "A" scale at a distance of fifty feet, except a snowmobile, manufactured after July 1, 1973, which shall have a muffler system that limits engine noise to not more than eighty-two decibels as measured on the "A" scale at a distance of fifty feet, and a snowmobile manufactured after July 1, 1975, which shall have a muffler system that limits engine noise to not more than seventy-eight decibels as measured on the "A" scale at a distance of fifty feet.
6. Deleted. (Ord. No. 1010, 02-10-2003.)
7. A snowmobile shall not be operated at a rate of speed greater than reasonable or proper under all existing conditions. In no event shall an all-terrain vehicle or snowmobile be operated upon a public street at a rate of speed in excess of the posted speed limit.
8. A snowmobile shall not be operated in a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto.
9. A snowmobile shall not be operated while the operator is under the influence of intoxicating liquor or narcotics or habit-forming drugs.
10. No person shall operate any snowmobile upon any sidewalk or public right-of-way outside the curb line of the street or alley.
11. A person, after having received a visual or audible signal from a police officer to come to a stop, shall not operate a snowmobile in willful or wanton disregard of the signal or interference with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee to elude the officer.
12. A snowmobile shall not be operated on or across a city street or public highway by a person under eighteen years of age who does not have in the person's possession a safety certificate issued to the person by the State of Iowa.
13. No person shall operate a snowmobile on private property of another without prior permission.
14. No person shall operate a snowmobile in any cemetery or city park, except on the designated snowmobile trail in Oelwein City Park on the dates and times when snow conditions permit, as noted in Oelwein Ordinance 21-5(2).

Snowmobiles shall be defined pursuant to Iowa Code 3211.1 and 3216.1(20). (Ord. No. 1120, 6-26-2012.)

SECTION 22-213 OPERATION LIMITATIONS UTV

1. A person shall not drive or operate an UTV:

- a. Unless they are 18 years of age, have a valid driver's license-are registered with the Iowa Department of Natural Resources (IDNR) with properly displayed registration decal and have a valid proof of insurance on their UTV OR
- b. Operators under the age of 18 and who possess a valid driver's license and have a valid IDNR Certification for Off-Road Utility Vehicle education course.
2. Passengers under the age of 18 shall have an approved helmet.
3. Operators shall abide by all traffic laws and posted traffic signs and operate at a rate of speed not greater than twenty-five miles per hour.
4. No person shall operate a UTV without brakes, a lighted Iowa Department of Transportation approved headlight and taillight to render clearly discernible persons and vehicles at a distance of five hundred feet ahead and back, and, have a minimum one mirror to allow visibility to a minimum distance of 200 feet behind the vehicle. All headlight and taillight equipment must come standard with the equipment from the manufacturer to be approved.
5. No person shall operate a UTV in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to the same.
6. No person shall operate a UTV with more persons on the vehicle than it was designated to carry or have more than one person per seat (two per bench seat).
7. The operator and passengers of an UTV shall wear the seatbelt or harness as so equipped by the manufacturer
8. All passengers must be properly seated while the UTV is in motion.
9. No children under the age of six are permitted on a UTV.
10. No person shall operate a UTV at any city parks or any other land owned by the City, unless permission is granted by the Oelwein City Council.
11. No person shall operate a UTV on private property without the consent of the property owner.
12. No person shall operate a UTV on recreational bike/walking trails or sidewalks.
13. UTV's are prohibited from operating on the following roadways:
 - a) A state highway
 - b) 2nd Street SE
 - c) 7th Street SE
 - d) 8th Ave SE
1. The UTV can cross these roadways in order to access an approved roadway
14. UTV's can only operate on a roadway with a designated speed limit of 25 mph or less.
15. UTV's are prohibited from traveling through the viaduct in the 300 block of West Charles.

SECTION 22-214 NEGLIGENCE

1. The owner and operator of a UTV are liable for any injury or damage occasioned by the negligent operation of the UTV.
2. All persons who operate or ride on UTVs on streets inside the city limits of Oelwein do so at their own risk and peril. The city has no liability under any theory of liability, for UTV s that are operated on the highway of the city.

SECTION 22-215 ACCIDENT REPORTS

1. Whenever a UTV is involved in an accident resulting in injury or death to anyone or property damage amounting to one-thousand-five-hundred dollars (\$1,500.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer as required under Iowa Code Sections 3211.11 and 321.266.

SECTION 22-216 EXEMPT VEHICLES.

1. Ambulance, Fire, Law Enforcement, and Oelwein Public School UTV s are exempt from these hours of operation and areas prohibited in performance of their duties.
2. Special events can be exempt from UTV hours of operation and areas prohibited only with the prior approval of the Oelwein City Council. (i.e., Oelwein Celebration, Oelwein Homecoming, Old Thyme Christmas, etc.)

SECTION 22-217 STREET ETIQUETTE.

1. Except when executing a left turn, UTV's shall be driven as close as practical to the right-hand edge of any highway.
2. When necessary to prevent congestion of traffic UTV s shall be pulled to the right-hand edge of the highway and be stopped to allow other motor vehicles traveling in the same direction to pass.
3. When two or more UTV s are being operated in the same direction and in the general vicinity on a highway, they shall proceed in single file.
4. A UTV may be parked on a highway or parking lots only in designated parking spaces.

SECTION 22-218 VIOLATION & PENALTIES.

Violation of this Ordinance constitutes a Simple Misdemeanor. The scheduled fine for violation of this section shall be two hundred and fifty dollars (\$250.00) plus all applicable court costs and fees.

1. All ordinances or parts of ordinances which conflict herewith are repealed.
2. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.
3. This ordinance shall be in full force and effect from and after its passage and publication, as provided by law from and after the 1st day of July, 2022.

(Ord. No. 473, 2-28-72; Ord. No. 514, Section 1, 1-17-75; Ord. No. 564, Section 1, 4-11-77; Ord. No. 909, 1-23-95.)

State law reference – Section 321G.1 (2), Code of Iowa.

SECTIONS 22-220 - - 22-229. Reserved.

Section 3. That all Ordinances or parts thereof in conflict herewith be and the same are hereby repealed. This Ordinance shall become effective upon the date specified above.

First reading – March 28, 2022
 Second reading –
 Third reading –

Passed and adopted by the City Council of the City of Oelwein, Iowa, this _____ day of _____.

Brett DeVore, Mayor

Attest:

Dylan Mulfinger, City Administrator

Recorded _____, 2022.

Dylan Mulfinger, City Administrator

First Reading on _____:

It was moved by _____ and seconded by _____ that the Ordinance as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Garrigus
M Weber
Payne
Lenz
Stewart
Seeders

Second Reading on _____ It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules), and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Garrigus
M Weber
Payne
Lenz
Stewart
Seeders

Third Reading on _____ It was moved by _____ and seconded by _____ that the Ordinance as read be adopted (or to suspend the rules) and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Garrigus
M Weber
Payne
Lenz
Stewart
Seeders

ARTICLE IX

SNOWMOBILES AND ALL-TERRAIN VEHICLES

SECTION 22-210. PURPOSE.

To provide reasonable rules and regulations for the maintenance and operation of snowmobiles and all-terrain vehicles and to establish areas where snowmobiles and all-terrain vehicles may be used for the safety and general welfare in the City of Oelwein, Iowa.

SECTION 22-211. DEFINITIONS.

For use within this Article, unless the context otherwise requires, all the terms used in this Article shall have the same meaning as those set forth in Iowa Code Section 321G.1.

SECTION 22-212. OPERATION LIMITATIONS.

1. Any person may operate and use an all-terrain vehicle or snowmobile upon the city streets with the exception of Highways 150 and 3 and all public right-of-way, streets and alleys in the C-1 Central Business District, taking the most direct street to the corporate limits of the City, or to property where consent has been secured, and no snowmobile shall be driven on any street solely for the entertainment or pleasure, except that a registered all-terrain vehicle or snowmobile may be operated upon a prohibited city street under the following conditions:

A. Upon a city street which has not been plowed during the snow season;

B. Upon a city street in an emergency during the period of time when and at locations where snow upon the roadways render travel by conventional motor vehicles impractical.

2. An all-terrain vehicle or snowmobile may make a direct crossing of a prohibited street or highway provided:

A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing; and

B. The all-terrain vehicle or snowmobile is brought to a complete stop before crossing the shoulder or main traveled way of the highway; and

C. The driver yields the right of way to all oncoming traffic which constitutes an immediate hazard;

3. Each snowmobile or all-terrain vehicle operated within the city shall be equipped with at least one head lamp and one tail lamp, which shall be lighted during the operation on a public street at any time from sunset to sunrise, and at such times when conditions such as fog, snow,

sleet or rain provide insufficient lighting to render clearly discernible persons and vehicles at a distance of five hundred feet ahead.

4. Every all-terrain vehicle and snowmobile shall be equipped with brakes which conform to standards prescribed by the director of transportation.

5. An all-terrain vehicle or snowmobile shall not be operated without suitable and effective muffling devices which limit engine noise to not more than eighty-six decibels as measured on the "A" scale at a distance of fifty feet, except a snowmobile, manufactured after July 1, 1973, which shall have a muffler system that limits engine noise to not more than eighty-two decibels as measured on the "A" scale at a distance of fifty feet, and a snowmobile manufactured after July 1, 1975, which shall have a muffler system that limits engine noise to not more than seventy-eight decibels as measured on the "A" scale at a distance of fifty feet.

6. Deleted. (Ord. No. 1010, 02-10-2003.)

7. An all-terrain vehicle or snowmobile shall not be operated at a rate of speed greater than reasonable or proper under all existing conditions. In no event shall an all-terrain vehicle or snowmobile be operated upon a public street at a rate of speed in excess of the posted speed limit.

8. An all-terrain vehicle or snowmobile shall not be operated in a careless, reckless or negligent manner so as to endanger the person or property of another or to cause injury or damage thereto.

9. An all-terrain vehicle or snowmobile shall not be operated while the operator is under the influence of intoxicating liquor or narcotics or habit-forming drugs.

10. No person shall operate any snowmobile or all-terrain vehicle upon any sidewalk or public right-of-way outside the curblineline of the street or alley.

11. A person, after having received a visual or audible signal from a police officer to come to a stop, shall not operate an all-terrain vehicle or snowmobile in willful or wanton disregard of the signal or interference with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee to elude the officer.

12. An all-terrain vehicle or snowmobile shall not be operated on or across a city street or public highway by a person under sixteen years of age who does not have in the person's possession a safety certificate issued to the person by the State of Iowa.

13. When operating a all- terrain vehicle or snowmobile, a person twelve to fifteen years of age and possessing a valid safety certificate must be under the direct supervision of a parent, guardian or another adult authorized by the parent or guardian, who is experienced in all-terrain vehicle or snowmobile operation, and who possesses a valid motor vehicle license as defined in Section 321.1 of the Iowa code, or a safety certificate issued by the State of Iowa.

14. No person shall operate an all-terrain vehicle or snowmobile on private property of another without prior permission.

15. No person shall operate an all-terrain vehicle in any city park or cemetery.

No person shall operate a snowmobile in any cemetery or city park, except on the designated snowmobile trail in Oelwein City Park on the dates and times when snow conditions permit, as noted in Oelwein Ordinance 21-5(2).

All-terrain vehicles and snowmobiles shall be defined pursuant to Iowa Code 321I.1 and 3216.1(20). (Ord. No. 1120, 6-26-2012.)

SECTION 22-213. PENALTY.

Any person who shall violate any provision of this Chapter, shall upon conviction, be guilty of a simple misdemeanor.

(Ord. No. 473, 2-28-72; Ord. No. 514, Section 1, 1-17-75; Ord. No. 564, Section 1, 4-11-77; Ord. No. 909, 1-23-95.)

State law reference – Section 321G.1 (2), Code of Iowa.

SECTIONS 22-214 - - 22-229. Reserved.

ARTICLE X

JUNKED VEHICLES, TRAILERS AND SEMITRAILERS, AND OUTDOOR STORAGE OF MOTOR VEHICLES

SECTION 22-230. PURPOSE OF ARTICLE.

The Purpose of this article is to protect the health, welfare and safety of the citizens of the City of Oelwein and to preserve the value of property owned by these citizens by the prevention of the storage of outdoor storage of damaged or junked vehicles, trailers and semitrailers within the corporate limits of the city, except in places authorized; to provide for the removal of vehicles in violation of the provisions of this chapter; and for the enforcement and penalties for violation hereof.

SECTION 22-231. DEFINITIONS.

1. “Abandoned vehicle” means any of the following:

RESOLUTION NO. _____

Resolution Awarding Downtown Properties Forgivable Loans for Building Improvements
Provided by Tax Increment Financing

WHEREAS, The City of Oelwein allocates \$75,000 annually from the downtown Tax Increment Financing (TIF) district; and

WHEREAS, The applications are rated and evaluated by the Oelwein Housing Committee and a recommendation of awards are provided to City Council; and

WHEREAS, the following awards shall be made in 2022

- 4092nd Ave NW \$24,989.00
- 24 1st Ave NE \$ 23,220.96
- 15 E. Charles St. \$25,000.00

WHEREAS, property owners will have one year from receiving funding to complete their improvements; and

WHEREAS, the City of Oelwein will monitor progress of the project and will have a lien on each property to ensure that funds are paid back if the project is not complete; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Oelwein, Iowa formally Awards Downtown Property Forgivable Loans for Building Improvements Provided by Tax Increment Financing.

Passed and approved by the City Council of the City of Oelwein, Iowa this 28th day of March, 2022.

Brett DeVore, Mayor

Attest:

It was moved by _____ and seconded by _____ that the Resolution as read be adopted, and upon roll call there were:

AYES NAYS ABSENT ABSTAIN

Dylan Mulfinger, City Administrator

- Payne
- Stewart
- Weber
- Lenz
- Garrigus
- Seeders

Recorded March 29, 2022.

Dylan Mulfinger, City Administrator



Oelwein Downtown Improvement Program
2022

The City of Oelwein has a program in the downtown that uses Tax Increment Financing (TIF) dollars to provide forgivable loans for improvements and business development in the downtown. Downtown Buildings are eligible for funding on renovation, reconstruction, updating, maintenance, façade improvement, and upper story housing. Downtown Buildings are properties within the Downtown TIF district. A map of this district is available upon request. Applicants will receive a forgivable five (5) year loan that will be forgiven on an annual basis. \$25,000 is available for projects that do not include upper story housing, and \$50,000 for projects that include upper story housing.

Applicants must show how the funds will be used and provide a detailed timeline. Funding request can range from \$5,000 to the full \$25,000 or \$50,000.

Applicants will be reviewed by the Oelwein Area Chamber and Development (OCAD) Housing Committee. The OCAD Housing Committee will provide recommendations to the City Council. The City Council will make the final decision in awarding the funds. The City reserves the right to not provide grants if the applicants do not meet the goals of the downtown improvement program. Should funding no longer be available through TIF or the city not receive adequate funding, the city will not provide funding for projects.

The City Council created this program to show how improvements can bring old buildings new life. The City Council wants improvements to make each building unique. City Council is looking for applications that have a wow factor and will make an impact in the downtown. Applications that incorporate art and design are encouraged. Additional points will be provided to applicants that have professional plans and designs accompanied with their application.

Name:	Mike JARGAN
Person or business receiving the funds:	Mike JARGAN
Address:	409 2nd Ave NW Oelwein IA
Cost:	38,564
Cost Sharing:	35% OWNER 13,514
Exterior/Façade Improvements:	Grant 24,989 See Back Sheet



Oelwein Downtown Improvement Program
2022

Interior Improvements:	NA
Housing:	NA
Vision:	See Back Sheet
Feasibility Plan:	See Back Sheet



Oelwein Downtown Improvement Program
2022

Awesomeness Factor:	<i>See Back Sheet</i>

Applicants are encouraged to attach supporting documents including but not limited to pictures, timelines, professional quotes, history of buildings, and projected improvement photos.

The City will provide this loan to a successful applicant in one payment at the start of the project. Once the funding is approved, the applicant will have six (6) months to start their project. The applicant will have one year from the start of the project to complete the improvements. Failure to complete the improvements will require repayment of the loan to the City of Oelwein. The loan will be forgiven on the following schedule:

- Twenty (20) percent forgiven after one (1) year of competition of project
- Twenty (20) percent forgiven after two (2) years of competition of project
- Twenty (20) percent forgiven after three (3) years of competition of project
- Twenty (20) percent forgiven after four (4) years of competition of project
- Twenty (20) percent forgiven after five (5) years of competition of project

Applications are accepted starting in January and are due February 26 at 4:30 PM CST to City Hall. They can be hand delivered to City Hall or emailed to dmulfinger@cityfoelwein.org.

Funds will be awarded once a project has started. Special exceptions can be made for projects that are occurring during application. Once funding is received, the applicant will sign a promissory note and a lien will be taken on their property for the duration of five years. Applicants may be required to provide proof of purchase and paid invoices from the project. The City of Oelwein will require re-payment of the loan should the applicant not start in time or complete their proposed project.

Should the building owner sell, the loan will stay with the building and a new lien will be signed by the new owners. If the loan holder's improvements do not stay with the property, the loan holder must pay back the city in a repayment agreement signed off by the loan holder and the city.

Applicant Signature	<i>Mike VARGAS</i>
Date:	<i>2-25-22</i>



Oelwein Downtown Improvement Program
2022

The OCAD Housing Committee will score applications then provide a recommendation to City Council.

Scoring Matrix

	0 points	1-6 points	7-8 points	9-10 points
Cost Sharing	None	1-50 percent	Greater than 50 percent	90-100 percent match
Exterior/Façade	No work completed on either	Minor work	Significant work	Complete refresh
Interior	No work completed on either	Minor work	Significant work	Complete refresh
Housing	No housing Option	Refresh	Complete remodel	Adding and a complete remodel
Vision	No vision	Can see the impact	Can see the future of the downtown	Can see the future of Oelwein and the program goals
Feasibility Plan	Unrealistic	Plausible	Success is possible	Success guaranteed
Awesomeness Factor	Not awesome	Pretty awesome	Really Awesome	Awesome Possum
Number of times applied and turned down	0	1-6	7-8	9-10

Name: Michael Vargason

Person/Business Receiving Funds: Michael Vargason

Address: 225 S. Frederick, Oelwein, IA 50662

Cost: \$ 38,564.00

Cost Sharing: Owner: 35% \$13,574;

Oelwein Downtown Improvement Program Grant: \$24,989

THIS SUBMISSION IS SCALABLE BY PROJECT

Exterior/Façade Improvements:

Project 1: Main building roof steel and façade improvements:

\$25,926.32 – (*Cut down front brick façade to be flush with roof. Build 16 inch over hang on the front gable end with soffit and fascia trim. Strip roof with 2 x 4's over existing roof steel. Put on eaves trim, pipe boots, inside and outside foam closures and ridge cap. Install 29 gauge exposed fastener steel panels.*)

Current roof is reaching its end of life expectancy as well as inherit design challenges to keep water from traveling down between the brick façade and metal roof. Constant expansion and contractions makes it extremely difficult to prevent water intrusion along the brick façade. This project would cap the roof with the façade to create an impenetrable barrier as well as bring a rejuvenated new roof to add many years of protection to the structure. A new roof extends the life of this downtown building for many years. This roof is seen from **both sides** of travel on South Frederick and Rock Island Road.

Project 2: Back gable steel siding:

\$ 9510.08 – (*Remove and dispose of existing rotting wood siding and replace with steel siding. Put on ½ inch OSB covered with housewrap. Install pipe boots and trim around overhead door. Insulate interior wall. Install 29 gauge exposed fasteners steel panels.*)

With original design having little to no overhang, wood siding is challenging at best for keeping water intrusion out and easily getting water rot. Steel siding will securely keep the siding protected from future degradation as well as improve curbside appearance. This project improvement will be seen from Rock Island Road.

Project 4: Repair and Restore “Metal Shop: building:

\$ 3128.30 – New bottom green board on South Side. New gutters on South side running along West end with downspout. Make miscellaneous repairs on sliding door. Reinforce steel panels on SE corner from future wind damage.

The Metal Shop provides additional storage for this building. Repairs and improvements will make this building available for future business that require space and storage beyond main building. Improvements can be seen from Rock Island road.

Interior Improvements: None.

Housing: None.

Vision: This downtown building was originally “Rogge’s Machine Shop” for over 30 years. It’s a unique looking building and strengthen the past history of Oelwein being an industrious town with the Railroad, Donaldson’s, Oelwein Tool & Die and other industries supporting their needs. Not many towns had a welding/machine shop so near the town center. Helping to preserve this building will continue to give Oelwein’s “Downtown” building diversity in architect and character. In addition, it preserves a building for future blue collar business which Oelwein’s history was famous for. This building has a 16ft high by 12ft wide door. Which allows it to attract businesses that require large equipment or machinery.

Feasibility Plan: These projects are feasible and could be executable quickly, Summer of 2022. The improvements can be done by local Oelwein contractors.

Awesomeness Factor: “Awesomeness Factors” can be in the eye of the beholder. That being said with a new roof and back gable, this 1962 era building will stand out and look “Awesome”. With newer buildings on both sides, along with this building’s improvements, it will show anyone entering Oelwein from Highway 150 or driving downtown on Frederick, that Oelwein is a vibrant and alive community taking pride in its historical buildings as well as new growth.

Detailed Timeline: April 2022. Order material and schedule installation date. Summer 2022, initiate improvements. (Very difficult in current construction and material challenges to have specific timeline, but contractor has indicated they anticipate no problem finishing during summer of 2022.)

History: This main building was built in approximately 1961 and was known as Rogge Machine Shop. With an additional post frame building called the “metal shop” added on in 1978. The buildings keep their unique character that shines a light on Oelwein’s industrial past history. The present owner of this building bought it in approximately late 2004. At that time he was an *Owner/Operator of his Over-The-Road* trucking company. The building was bought specifically for its tall doors and large garage working area to help maintain his Tractor Truck and equipment. Approximately 6 years ago, owner sold his truck and is now a contracted driver. He still uses the building to maintain equipment. Improving this building with these projects will extend the life of an Oelwein Downtown Brick Building which will create an opportunity for future small businesses to have a diverse building availability as well as potential employment growth in Oelwein’s Downtown area.

Applicant Signature/Date: M. F. VARGAS 2-25-22



Miller's Construction Inc
 1874 105th St
 Hazleton, IA 50641



Estimate

Date	Estimate #
1/13/2022	2956

Phone # 3192831224 E-mail Jmci5@yahoo.com
 Web Site www.millersconstructioninc.com

Name / Address
Mike Vargason 225 S Frederick Oelwein, IA 50662

Customer Phone:
563-920-2689

Project
Roof

Item	Description
Construction Labor	MAIN BUILDING ROOF STEEL AND FACADE Cut down front brick facade to be flush with roof. Build on a 16" overhang on the front gable end with soffit and fascia trim. Strip roof with 2 x 4's over existing roof steel. Install fascia trim over 2 x 10 fascia board. Put on eave trim, pipe boots, inside and outside foam closure strips and ridgecap. install 29 gauge exposed fastener steel panels. Includes lift usage.
Construction Materials	Incl. all materials needed to complete above work description.
Genie	
Lull	
Lift Delivery	
Waste	
Building Permits	Building Permits
Notice	All material pricing is subject to availability. Current material price fluctuations do not allow us to make a guarantee on any material prices until order is placed!! This is an estimate only!! Material prices can change daily. Please call before signing the contract, for the latest updates! Thank you for your patience!!

We will provide material, labor, permit & waste disposal. This estimate expires in 30 days. To accept this estimate, please sign & return this Contract Agreement form.

Payment Policy:
 HALF DOWN REQUIRED 2 WEEKS BEFORE START OF PROJECT. REMAINDER DUE AT JOB COMPLETION.
 Material prices subject to change without notice.

All employees covered by worker's comp, unemployment & medicare. Registered, bonded & insured. Please feel free to call us with any questions! THANK YOU!

CONTRACT & AGREEMENT: I-we, the owner(s) of the premises mentioned above hereby contract with and authorize you as a contractor, to furnish all necessary materials, labor and workmanship, to install, construct and place the improvement according to the specifications described above.

Verbal agreements or other arrangements not appearing upon the face of this contract will not be recognized. Any variances or deletion of the printed terms hereof are invalid. All agreements contingent upon strikes, weather, or other conditions beyond the control of the contractor. This agreement not subject to cancellation by either party after acceptance by Miller's Construction, Inc.

Signed (owner) _____ Date _____

Subtotal \$25,129.74

Sales Tax (7.0%) \$796.58

Miller's Construction Inc. Rep. _____ Date _____

Total \$25,926.32



Miller's Construction Inc
 1874 105th St
 Hazleton, IA 50641



Phone # 3192831224 E-mail Jmci5@yahoo.com
 Web Site www.millersconstructioninc.com

Item 6.

Estimate

Date	Estimate #
1/13/2022	2957

Name / Address
Mike Vargason 225 S Frederick Oelwein, IA 50662

Customer Phone:
563-920-2639

Project

Item	Description
Construction Labor	BACK GABLE STEEL SIDING Remove and dispose of existing wood siding. Put on 1/2" OSB covered with housewrap. Install pipe boots and trims around overhead door. Insulate on interior of wall (R19). Install 29 gauge exposed fasteners steel panels on wall.
Construction Materials	Incl. all materials needed to complete above work description.
Genie Lull Lift Delivery Waste Building Permits	Building Permits
Notice	All material pricing is subject to availability. Current material price fluctuations do not allow us to make a guarantee on any material prices until order is placed!! This is an estimate only!! Material prices can change daily. Please call before signing the contract, for the latest updates! Thank you for your patience!!

We will provide material, labor, permit & waste disposal. This estimate expires in 30 days. To accept this estimate, please sign & return this Contract Agreement form.
 Payment Policy:
HALF DOWN REQUIRED 2 WEEKS BEFORE START OF PROJECT. REMAINDER DUE AT JOB COMPLETION.
 Material prices subject to change without notice.

All employees covered by worker's comp, unemployment & medicare. Registered, bonded & insured. Please feel free to call us with any questions! THANK YOU!
CONTRACT & AGREEMENT: I, we, the owner(s) of the premises mentioned above hereby contract with and authorize you as a contractor, to furnish all necessary materials, labor and workmanship, to install, construct and place the improvement according to the specifications described

Verbal agreements or other arrangements not appearing upon the face of this contract will not be recognized. Any variances or deletion of the printed terms hereof are invalid. All agreements contingent upon strikes, weather, or other conditions beyond the control of the contractor. This agreement not subject to cancellation by either party after acceptance by Miller's Construction, Inc.

Signed (owner) _____ Date _____	Subtotal	\$9,301.97
Miller's Construction Inc. Rep. _____ Date _____	Sales Tax (7.0%)	\$208.11
	Total	\$9,510.08



Miller's Construction Inc

1874 105th St
Hazleton, IA 50641

Phone # 3192831224 E-mail Jmci5@yahoo.com
Web Site www.millersconstructioninc.com



Item 6.

Estimate

Date	Estimate #
1/13/2022	2958

Name / Address
Mike Vargason 225 S Frederick Oelwein, IA 50662

Customer Phone:
563-920-2639

Project
Repairs

Item	Description
Construction Labor	REPAIRS ON SMALL STEEL BUILDING New bottom green board on South side. New gutters on South side running along West end with 1-3x4 downspout. Make misc repairs on sliding doors. Reattach steel roof panels on SE corner. Incl. all materials needed to complete above work description. Building Permits
Construction Materials	
Waste	
Building Permits	

We will provide material, labor, permit & waste disposal. This estimate expires in 30 days. To accept this estimate, please sign & return this Contract Agreement form.
 Payment Policy:
HALF DOWN REQUIRED 2 WEEKS BEFORE START OF PROJECT. REMAINDER DUE AT JOB COMPLETION.
 Material prices subject to change without notice.

All employees covered by worker's comp, unemployment & medicare. Registered, bonded & insured. Please feel free to call us with any questions! THANK YOU!
CONTRACT & AGREEMENT: I-we, the owner(s) of the premises mentioned above hereby contract with and authorize you as a contractor, to furnish all necessary materials, labor and workmanship, to install, construct and place the improvement according to the specifications described above.

Verbal agreements or other arrangements not appearing upon the face of this contract will not be recognized. Any variances or deletion of the printed terms hereof are invalid. All agreements contingent upon strikes, weather, or other conditions beyond the control of the contractor. This agreement not subject to cancellation by either party after acceptance by Miller's Construction, Inc.

Signed (owner) _____ Date _____	Subtotal	\$3,044.48
Miller's Construction Inc. Rep. _____ Date _____	Sales Tax (7.0%)	\$83.82
	Total	\$3,128.30

Main Building Roof - Steel and Facade	Vargison Cost Share		100%	35%
Main Building Roof - Steel and Facade	\$	25,926.00	\$	25,926.00
Back Gable Steel Siding	\$	9,510.00	\$	9,510.00
Repair of Small Building -	\$	3,128.00	\$	3,128.00
Cost to Vargison	\$	-	\$	13,574.53
Grant	\$	-	\$	24,989.47
Total	\$	38,564.00	\$	38,564.00



Driving South on Frederick, view of building



Old roof and front façade.



View of back of building.

Dear Oelwein Area Chamber and Development Housing Committee, Oelwein City Council and Dylan Mulfinger,

In October 1998 I rented the building for three years. I then purchased the building in October 2002.

New cement sidewalk was installed May 2003.

The building was tuckpointed and painted with new vinyl siding on the front of the building in 2003.

New roof was installed 2017.

Along with myself I have another stylist, Jeanna Lumbus. She is a very ambitious, people pleasing, creative and hardworking young lady. She plans to work in the industry for many years.

I am 58 years old and plan to work for many years also.

The contractor Kevin Stickel would be able to work on this project late spring into summer of 2022.

Enclosed you will find a photo of my building, sample photos of the products that would be used, drawing of a new sign and KS Constructions proposed estimate.

Thank you for your time and consideration,

Mischelle Fink



Oelwein Downtown Improvement Program
2022

The City of Oelwein has a program in the downtown that uses Tax Increment Financing (TIF) dollars to provide forgivable loans for improvements and business development in the downtown. Downtown Buildings are eligible for funding on renovation, reconstruction, updating, maintenance, façade improvement, and upper story housing. Downtown Buildings are properties within the Downtown TIF district. A map of this district is available upon request. Applicants will receive a forgivable five (5) year loan that will be forgiven on an annual basis. \$25,000 is available for projects that do not include upper story housing, and \$50,000 for projects that include upper story housing.

Applicants must show how the funds will be used and provide a detailed timeline. Funding request can range from \$5,000 to the full \$25,000 or \$50,000.

Applicants will be reviewed by the Oelwein Area Chamber and Development (OCAD) Housing Committee. The OCAD Housing Committee will provide recommendations to the City Council. The City Council will make the final decision in awarding the funds. The City reserves the right to not provide grants if the applicants do not meet the goals of the downtown improvement program. Should funding no longer be available through TIF or the city not receive adequate funding, the city will not provide funding for projects.

The City Council created this program to show how improvements can bring old buildings new life. The City Council wants improvements to make each building unique. City Council is looking for applications that have a wow factor and will make an impact in the downtown. Applications that incorporate art and design are encouraged. Additional points will be provided to applicants that have professional plans and designs accompanied with their application.

Name:	Mischelle Fink
Person or business receiving the funds:	Mischelle Fink/Hair Lines Inc.
Address:	24 1st Ave NE
Cost:	\$23,220.96
Cost Sharing:	\$6000.00
Exterior/Façade Improvements:	Complete remodel of the outside of Hair Lines Inc. The remodel would include insulation, new siding, trim, decorative stone with ledge, one new window, new front door and new signage.



Oelwein Downtown Improvement Program
2022

<p>Interior Improvements:</p>	<p>None</p>
<p>Housing:</p>	<p>None</p>
<p>Vision:</p>	<p>Completion of the total facelift would give the structure a modernizing appeal. Updating the exterior of Hair Lines Inc. aligns with the direction and goals the community of Oelwein has to be visually uplifting and welcoming to current residents, visitors and future community members. This renovation would be an overall improvement and portray our commitment to our loyal clients for many years to come.</p>
<p>Feasibility Plan:</p>	<p>This plan provides several energy efficiencies and increases the effectiveness of the buildings overall purpose. The decreased need for energy usage will in turn benefit the overall comfort of clients. The long-lasting upgrades would be durable, suitable for the space, and improve functionality for staff and clients. The improvements would be strong visual enhancements for those frequently traveling the main route through Oelwein.</p>



Oelwein Downtown Improvement Program
2022

Awesomeness Factor:	This remodel would improve the aesthetics currently present on the building and further bring the building to life. Clients will be quick to notice the building at it's maximum potential with strategically planned upgrades. The attention to detail in this plan is aimed to be visually appealing to those passing, but most importantly to welcome current and new clients in the Oelwein business. In
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return the positive outlook on the community will continue

Applicants are encouraged to attach supporting documents including but not limited to pictures, to grow. timelines, professional quotes, history of buildings, and projected improvement photos.

The City will provide this loan to a successful applicant in one payment at the start of the project. Once the funding is approved, the applicant will have six (6) months to start their project. The applicant will have one year from the start of the project to complete the improvements. Failure to complete the improvements will require repayment of the loan to the City of Oelwein. The loan will be forgiven on the following schedule:

- Twenty (20) percent forgiven after one (1) year of competition of project
- Twenty (20) percent forgiven after two (2) years of competition of project
- Twenty (20) percent forgiven after three (3) years of competition of project
- Twenty (20) percent forgiven after four (4) years of competition of project
- Twenty (20) percent forgiven after five (5) years of competition of project

Applications are accepted starting in January and are due February 26 at 4:30 PM CST to City Hall. They can be hand delivered to City Hall or emailed to dmulfinger@cityofuelwein.org.

Funds will be awarded once a project has started. Special exceptions can be made for projects that are occurring during application. Once funding is received, the applicant will sign a promissory note and a lien will be taken on their property for the duration of five years. Applicants may be required to provide proof of purchase and paid invoices from the project. The City of Oelwein will require re-payment of the loan should the applicant not start in time or complete their proposed project.

Should the building owner sell, the loan will stay with the building and a new lien will be signed by the new owners. If the loan holder's improvements do not stay with the property, the loan holder must pay back the city in a repayment agreement signed off by the loan holder and the city.

Applicant Signature	
Date:	2/22/2022



Oelwein Downtown Improvement Program
2022

The OCAD Housing Committee will score applications then provide a recommendation to City Council.

Scoring Matrix

	0 points	1-6 points	7-8 points	9-10 points
Cost Sharing	None	1-50 percent	Greater than 50 percent	90-100 percent match
Exterior/Façade	No work completed on either	Minor work	Significant work	Complete refresh
Interior	No work completed on either	Minor work	Significant work	Complete refresh
Housing	No housing Option	Refresh	Complete remodel	Adding and a complete remodel
Vision	No vision	Can see the impact	Can see the future of the downtown	Can see the future of Oelwein and the program goals
Feasibility Plan	Unrealistic	Plausible	Success is possible	Success guaranteed
Awesomeness Factor	Not awesome	Pretty awesome	Really Awesome	Awesome Possum
Number of times applied and turned down	0	1-6	7-8	9-10

Proposal

KS Construction
109 11th Ave NW
Oelwein, IA 50662
319-283-2892

Date: 02/19/2022
Proposal 10162

Bill To:
Michelle Fink
910 1ST Ave. NE Oelwein, Ia.
50662

Ship To:
910 1ST Ave. NE Oelwein, Ia.
50662

Qty	Description	Unit Price	Total
1	Remodel Hair Lines 24 1 st av NE Oelwein		
1	Steel siding , trim , & screws	\$5,313.60	\$5,313.60
1	Framing & insulation	\$2,320.30	\$2,320.30
1	New vynl window south side of biulding [5ft.x4ft.]	\$630.17	\$630.17
1	New front door	\$2,913.53	\$2,913.53
1	Stone wainscoting front of building 3 ft. high with ledge 4ft. on corners with ledge	\$2,928.36	\$2,928.36
1	Labor for job	\$8,650.00	\$8,650.00
1	Permit for job	\$265.00	\$265.00
1	Disposal	\$200.00	\$200.00

Total \$23,220.96

Date of Acceptance _____

Customer Signature _____

Contractor Signature _____

Thank you for your business.







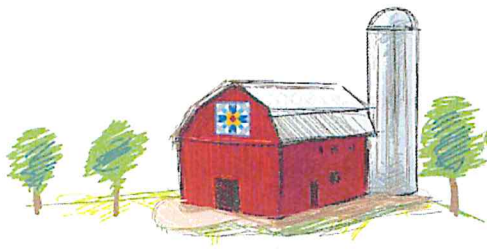
2'x8' Full color print on dibond installed on building \$635.74

OPTION 1

96.00"

24.00"





farmer's daughters QUILTS

Oelwein Downtown Improvement Program

Year 2022

Name: Sarah Ottesen
sarah@fdquilts.com
 563-608-0591

Business Receiving Funds: Farmer's Daughters Quilts, LLC

Address: 15 E. Charles Street, Oelwein, Iowa

Cost: \$26,958.19

Project: Retail Store Front (15 E. Charles) Remodel and Repair

Miller's Construction: \$26,958.19

Cost Sharing:

My husband and I are planning to have quite a bit of sweat equity and costs put into the remodel of the storefront and repair of the exterior wall. We will be removing all tiles from the floor of 15 E. Charles St. so that the new flooring can be installed. Additionally, we will need to repair and paint the outside of the building to ensure moisture is not able to creep in and ruin any repairs planned to the interior. This will not only cost us time, but also money for a dumpster, materials (i.e. paint) and man lift. We estimate the cost of our share to be \$10,000.

Exterior/Façade Improvements:

The current exterior on the west and north wall shows much wear, as the paint is peeling and there are several cracks in the wall. We will be repairing the cracks and painting the exterior wall of 15 E Charles Street which can be seen from the alley and back parking lot.

Additionally, by remodeling the storefront we will be able to use it and it will no longer be vacant. Though this is not a direct improvement to the exterior/façade, it will have a great impact to the building's appearance as the store front will not be empty.

Interior Improvements:

We hope to expand our classroom and retail store into 15 E Charles Street once it is remodeled. Currently we have one classroom at Farmer's Daughters Quilts. Our retreat center guests use the classroom the majority of the time. We would like to also offer day classes to quilters, however, we usually run into a conflict due to the activity in our retreat center. Given this, an extra classroom space will allow us to serve more people. Below are several focus areas for the remodel of 15 E Charles Street:

21 east charles street, oelwein, iowa 50662

319-283-5165

fdquilts.com

- A. West and North wall: The moisture from the leaky roof has caused some damage to this wall. Scraping, repair and painting is needed.
- B. Flooring: There are many damaged floor tiles. We will be installing new flooring
- C. Ceiling: The ceiling will be painted to freshen it up.
- D. Divider wall: We plan to remove a temporary wall structure that served as a counter and hallway.

Vision:

Being able to expand our classroom space will allow Farmer's Daughters Quilts to serve more people and to draw them into Oelwein. As you may know, groups stay in our retreat center several days to quilt and craft in our classroom. The retreaters then find rest in our downstairs and upstairs apartments. These groups are not only using our facility, but have enjoyed the convenience of our downtown restaurants, gas stations, grocery stores, salons and boutiques. We are continuing to draw more groups each year and have found that we need additional space for those that would like a place to create, take classes and learn in Farmer's Daughters Quilts hosted day events. Like the retreat center, this will bring in more people to Oelwein to enjoy the local restaurants and make possible stops at our town's gas stations, grocery stores, salons and boutiques.

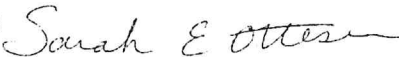
We would also like to use a portion of this store front for our sewing machine sales and long-arm renting station. This will provide us more room in the original store front (21 E Charles St.) to offer more fabric and notions to our customers.

Feasibility Plan:

When we receive the funding, we are prepared to begin the repairs within six months.

Awesomeness Factor:

Farmer's Daughters Quilts is very visible from the intersection of Highway 3 and 150, a very busy intersection. This first block is one that marks the entry into downtown Oelwein. We hope with having full and vibrant storefronts in this block we can draw people back into the downtown area. We are very excited for this opportunity. We truly believe our plans are valuable to this community. We look forward to seeing how we can be part of the impact of the growing downtown community.

Applicant Signature: 

Date: 2/22/2022



Miller's Construction Inc
1874 105th St
Hazleton, IA 50641



Estimate

Date	Estimate #
4/14/2021	2834

Phone # 3192831224 E-mail Jmci5@yahoo.com
 Web Site www.millersconstructioninc.com

Name / Address		Customer Phone:		Project	
Farmer's Daughters Quilts, LLC Sarah Ottesen 21 East Charles St Oelwein, IA 50662		563-608-0591			

Item	Description
Construction Labor	INTERIOR REMODEL Remove and dispose of hallway and counter wall to utility room. Make wall repairs as needed for paint prep. Electrician allowance is included to move outlets and thermostat in demo wall. Scrape block walls on interior West and North sides to prep for painting. Clean and prep walls and ceiling for painting. Apply one coat primer and one coat paint on ceiling and walls. Install 1 entry door into utility room, enclose 1 opening into utility room. Prep floor for new vinyl plank flooring. Install cali redefined vinyl plank flooring or similar value, with all necessary transitions and trims.
Construction Materials	Incl. all materials needed to complete above work description. All material pricing is subject to availability. Current material price fluctuations do not allow us to make a guarantee on any material prices until order is placed. This is an estimate only!! Material prices can change daily. Please call before signing the contract, for the latest updates. Thank you for your patience.
Waste Building Permits	Building Permits

We will provide material, labor, permit & waste disposal. This estimate expires in 30 days. To accept this estimate, please sign & return this Contract Agreement form.

PAYMENT POLICY:

Half down required 2 weeks before start of project. Remainder due at job completion.

Material prices subject to change without notice. All employees covered by worker's comp, unemployment & medicare. Registered, bonded & insured. Please feel free to call us with any questions! THANK YOU!

CONTRACT & AGREEMENT: I-we, the owner(s) of the premises mentioned above hereby contract with and authorize you as a contractor, to furnish all necessary materials, labor and workmanship, to install, construct and place the improvement according to the specifications described, terms and conditions, on premises described above.

Verbal agreements or other arrangements not appearing upon the face of this contract will not be recognized. Any variances or deletion of the printed terms hereof are invalid. All agreements contingent upon strikes, weather, or other conditions beyond the control of the contractor. This agreement not subject to cancellation by either party after acceptance by Miller's Construction, Inc.

Signed (owner) _____ Date _____

Subtotal \$26,103.00

Sales Tax (7.0%) \$855.19

Miller's Construction Inc. Rep. _____ Date _____

Total	\$26,958.19
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MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

421044-44

Oelwein, Iowa

March 28, 2022

The City Council of the City of Oelwein, Iowa, met on March 28, 2022, at 6 o'clock p.m., at Oelwein City Hall, Oelwein, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

••••

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Administrator

RESOLUTION NO. _____

Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same

WHEREAS, the City of Oelwein (the “City”), in Fayette County, State of Iowa, previously issued its \$3,455,000 Urban Renewal General Obligation Certificates of Participation, Series 2014, dated May 1, 2014 (the “2014 Certificates”) a portion of which currently remain outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$165,000	3.000%	2028	\$400,000	3.750%
2023	\$170,000	3.000%	2030	\$425,000	4.000%
2024	\$175,000	3.000%	2033	\$700,000	4.000%
2026	\$370,000	3.250%			

;and

WHEREAS, pursuant to the resolution (the “2014 Resolution”) authorizing the issuance of the 2014 Certificates, the City reserved the right to call the 2014 Certificates (the “Callable 2014 Certificates”) for optional early redemption on any date on or after June 1, 2022, subject to the provisions of the 2014 Resolution; and

WHEREAS, the City heretofore proposed to enter into a loan agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$3,500,000 for the purpose of paying the costs, to that extent, of (1) constructing street, sanitary sewer system, storm water drainage, water system and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquisition and demolition of dangerous, dilapidated and/or abandoned properties; (4) acquiring vehicles and equipment for the municipal fire department; and (5) current refunding the Callable 2014 Certificates, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on January 24, 2022; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Aquatic Center Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$275,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to the municipal aquatic center, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of January 24, 2022, no petition had been filed with the City asking that the question of entering into the Aquatic Center Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “Recreation Trails Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$275,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to municipal recreation trails, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of January 24, 2022, no petition had been filed with the City asking that the question of entering into the Recreation Trails Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the “City Hall Loan Agreement” and together with the Essential Purpose Loan Agreement, the Aquatic Center Loan Agreement, and the Recreation Trails Loan Agreement, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$375,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of undertaking improvements to City Hall, and as of January 24, 2022, no petition had been filed with the City asking that the question of entering into the City Hall Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City Council combined the Loan Agreements into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the General Obligation Corporate Purpose and Refunding Bonds, Series 2022 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of a preliminary official statement (the “P.O.S.”) and authorized its use by Speer Financial, Inc., as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota (the “Purchaser”), is the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the City has authorized the calling of the Callable 2014 Certificates for early redemption on June 1, 2022 (the “Redemption Date”); and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Oelwein, Iowa, as follows:

Section 1. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the

City in the principal amount of \$4,120,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Administrator are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued to the Purchaser, in the aggregate principal amount of \$4,120,000, maturing on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2023	\$320,000	2.125%	2029	\$375,000	2.125%
2024	\$340,000	2.125%	2030	\$385,000	2.125%
2025	\$345,000	2.125%	2031	\$400,000	2.15%
2026	\$355,000	2.125%	2032	\$405,000	2.25%
2027	\$360,000	2.125%	2035	\$465,000	2.50%
2028	\$370,000	2.125%			

Section 3. The Bonds shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall be dated April 12, 2022, and shall become due and payable and bear interest as set forth in Section 2 hereof.

UMB BANK, N.A., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Administrator are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to prepay part or all of the Bonds maturing in the each of the years 2030 through 2035, prior to and in any order of maturity, on June 1, 2029, or any date thereafter, upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2035 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2033 and June 1, 2034 at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2033	\$155,000
2034	\$155,000
2035	\$155,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2022. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Administrator, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given,

they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
FAYETTE COUNTY
CITY OF OELWEIN

GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BOND,
SERIES 2022

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, 20__	April 12, 2022	_____

The City of Oelwein (the “City”), in Fayette County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB BANK, N.A., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2022, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of April 12, 2022 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, sanitary sewer system, storm water drainage, water system and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) acquisition and demolition of dangerous, dilapidated and/or abandoned properties; (4) acquiring vehicles and equipment for the municipal fire department; and (5) undertaking improvements to the municipal aquatic center; (6) undertaking improvements to municipal

recreation trails; (7) undertaking improvements to City Hall; and (8) current refunding the Urban Renewal General Obligation Certificates of Participation, Series 2014, dated May 1, 2014.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on March 28, 2022, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2030 through 2035, prior to and in any order of maturity on June 1, 2029, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. Principal of the Bond maturing on June 1 in the year 2035 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 2033 and 2034, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond

as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Oelwein, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Administrator, as of April 12, 2022.

CITY OF OELWEIN, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Administrator

Registration Date: April 12, 2022

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.
West Des Moines, Iowa, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. (“AGM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Bond to UMB Bank, N.A., West Des Moines, Iowa, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA _____ (Custodian)
- As Custodian for _____ (Minor)
- under Uniform Transfers to Minors Act
- _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$4,153,331.70), including original issue premium (the “Loan Proceeds”), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$57,091.70) shall be retained by the Purchaser as the Purchaser’s Discount.

A portion of the Loan Proceeds (\$1,798,350) received from the sale of the Bonds shall be deposited in a dedicated fund (the “Project Fund”), which is hereby created, to be used for the payment of costs of the Projects, including the refunding of the Project Note, and to the extent that any such proceeds (the “Project Proceeds”) remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds. The City Administrator, as Registrar and Paying Agent for the Project Note, is hereby authorized and directed to take all action necessary to call the Project Note for redemption on April 12, 2022.

A portion of the Loan Proceeds (\$2,240,000) (the “Refunding Proceeds”) received from the sale of the Bonds shall be deposited into a separate and segregated fund and used to carry out the refunding within 90 days of the Redemption Date.

A portion of the Loan Proceeds (\$9,200) received from the sale of the Bonds shall be used to pay the bond insurance premium to Assured Guaranty Municipal Corp.

The remainder of the Loan Proceeds (\$48,690) (the “Cost of Issuance Proceeds”), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City, the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$422,137;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$423,101;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$420,876;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$423,544;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$421,000;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$423,351;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$420,488;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$422,519;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$429,338;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$425,738;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$166,625;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$162,750; and

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of \$158,875.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Fayette County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for such purpose, and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an Purchaser to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an Purchaser has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent that the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Mayor

Attest:

City Administrator

ATTESTATION CERTIFICATE

STATE OF IOWA
FAYETTE COUNTY
CITY OF OELWEIN

SS:

I, the undersigned, City Administrator of the City of Oelwein, do hereby certify that as such City Administrator I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a certain Loan Agreement and providing for the issuance of \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 of the City evidencing the City’s obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2022.

City Administrator

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

FAYETTE COUNTY

I, the undersigned, County Auditor of Fayette County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2022, the City Administrator of the City of Oelwein filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on March 28, 2022, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2022, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2022.

County Auditor

March 23, 2022

Via Email

Dylan Mulfinger
City Administrator/City Hall
Oelwein, Iowa

Re: \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds,
Series 2022
Our File No. 421044-44

Dear Dylan:

We have prepared and attach the necessary proceedings to be used at the March 28th City Council meeting to enable the City Council to adopt the resolution (the “Resolution”) approving the Loan Agreement and authorizing the issuance of the General Obligation Corporate Purpose and Refunding Bonds, Series 2022 (the “Bonds”).

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The actual Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate attesting to the validity of the transcript.
3. County Filing Certificate. A certified copy of the Resolution must be filed with the Fayette County Auditor, and we have prepared a form of certificate to be signed by the County Auditor relating to the filing of a certified copy of the Resolution in the County Auditor’s office. Please make an extra copy of for this purpose.

As provided in the Resolution, continuing in the 2022-2023 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Page 2

Also attached is a Loan Agreement for execution by you and the Mayor. Please print the Loan Agreement for execution. After it has been signed, please scan and e-mail a copy to us for inclusion with the closing materials.

We are also attaching a Continuing Disclosure Certificate. Please retain one executed copy for the City's records and return one copy to us via email.

Finally, we are attaching a Registrar and Paying Agent Agreement for you and the Mayor to sign. Please print a copy for execution, after which it should be returned to us by scan and email so that we may forward it to UMB BANK, n.a. for signature.

If you have any questions, please contact Erin Regan, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Barb Rigdon / Kaylonna McKee
Speer Financial, Inc.
Diana VanVleet, UMB n.a.
Northland Securities, Inc.
AGM Insurance

LOAN AGREEMENT

This Loan Agreement is entered into as of April 12, 2022, by and between the City of Oelwein, Iowa (the "City"), and Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$4,120,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose and Refunding Bonds, Series 2022 in the principal amount of \$4,120,000 (the "Bonds").

2. The City adopted a resolution on March 28, 2022 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated April 12, 2022, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF OELWEIN, IOWA

By _____
Mayor

Attest:

City Administrator

Northland Securities, Inc.
Minneapolis, MN

By _____
(Signature)

(Print Name and Title)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Oelwein, Iowa (the “Issuer”), in connection with the issuance of \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 (the “Bonds”), dated April 12, 2022. The Bonds are being issued pursuant to a resolution of the Issuer approved on March 28, 2022 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street, N.W., Suite 1000, Washington, D.C. 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2020-2021 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available,

and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Debt Information
Property Assessment and Tax Information
Financial Information

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, event of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Speer Financial, Inc.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or

operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: April 12, 2022

CITY OF OELWEIN, IOWA

By _____
Mayor

Attest:

By _____
City Administrator

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this April 12, 2022 (the “Dated Date”) by and between the City of Oelwein, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.
2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:
 - a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
 - b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
 - c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
 - d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document,

and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond

certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a “Securities Depository”), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT’s own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the

exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name “UMB Bank, n.a.” shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT: UMB Bank, n.a.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER: City of Oelwein, Iowa
Attn: City Clerk
City Hall
20 2nd Avenue SW
Oelwein, Iowa 50662

26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain

information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF OELWEIN, IOWA

Mayor

Attest:

City Administrator

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By:_____
Authorized Signatory

PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- Book Entry Bonds \$300 initial/\$600 annual
- Registered/Private Placement Bonds \$500 initial/\$600 annual

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- Placement of CDs or Sinking Funds \$500 per set up/outside UMB
- Late Payments \$100
- Optional or Partial Redemption \$300
- Mandatory Redemption \$100
- Early Termination/Full Call \$500
- Paying Costs of Issuance \$500 one-time fee

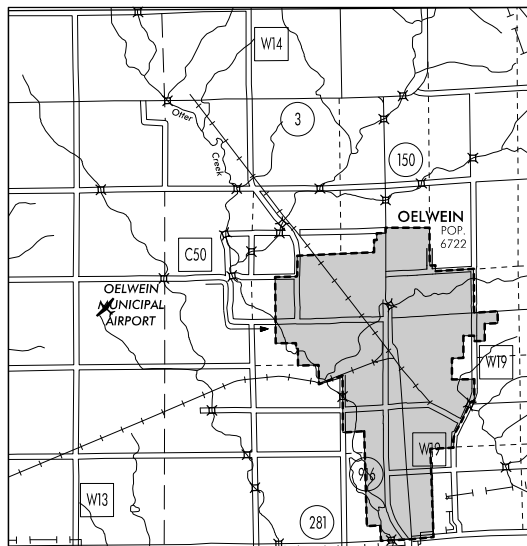
SERVICES AVAILABLE UPON REQUEST

- Dissemination Agent \$1,000 annual

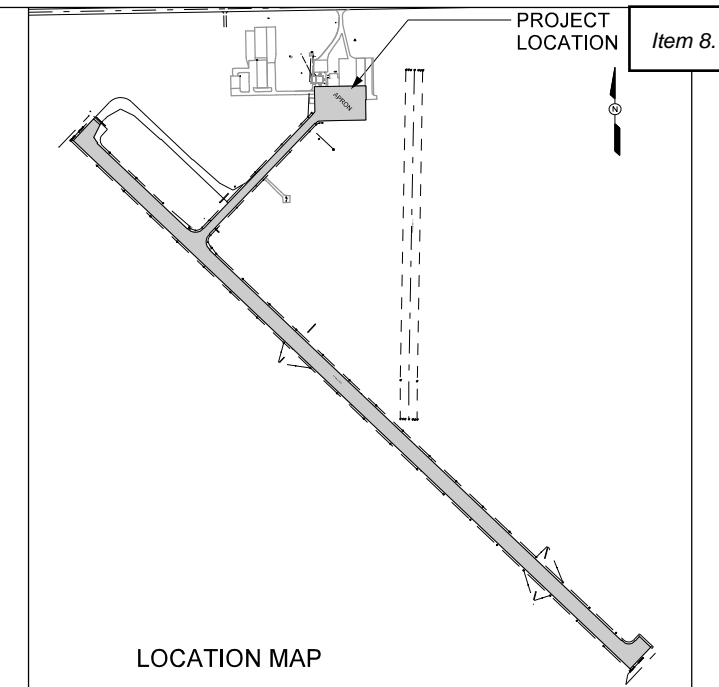
CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.



LOCATION MAP

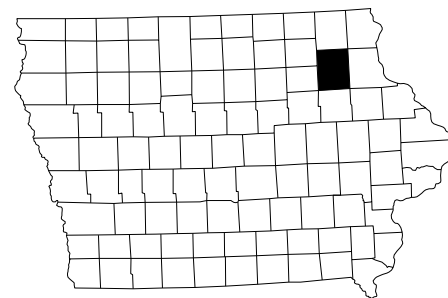


LOCATION MAP

PROJECT LOCATION
Item 8.

IMPROVEMENTS TO THE OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA

REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OWNER: CITY OF OELWEIN, IA



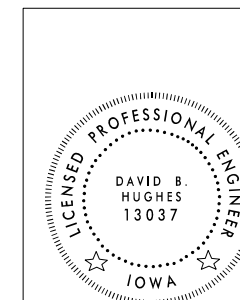
LOCATION MAP
FAYETTE COUNTY

DESIGN CRITERIA

CONNECTOR TAXIWAY IMPROVEMENTS ARE
DESIGNED UTILIZING AIRCRAFT APPROACH
CATEGORY B AND AIRPLANE DESIGN GROUP II.

AECOM
500 S.W. 7th STREET
SUITE 301
DES MOINES, IOWA 50309
515-244-1470
TELFAX 515-244-4803

AECOM
501 SYCAMORE STREET
SUITE 222
WATERLOO, IOWA 50703
319-232-6531
TELFAX 319-232-0271



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.

David B. Hughes 3-15-2022
Date

DAVID B. HUGHES

License number 13037

My license renewal date is December 31, 2023

Pages or sheets covered by this seal:

All sheets _____

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	INDEX OF SHEETS AND QUANTITIES
3	PHASING PLAN-PHASE 1
4	PHASING PLAN-PHASE 2
5	STAGING DETAILS
6	PAVEMENT REPAIRS
7	PAVEMENT REPAIRS
8	PAVEMENT REPAIRS
9	PAVEMENT REPAIRS
10	PAVEMENT REPAIRS
11	PAVEMENT REPAIRS
12	MARKING PLAN
13	MARKING PLAN
14	MARKING PLAN
15	MARKING PLAN
16	MARKING PLAN
17	MARKING PLAN
18	MARKING DETAILS
19	PATCHING DETAILS
20	PATCHING DETAILS
21	PATCHING DETAILS
22	PATCHING DETAILS
23	JOINTING DETAILS

ESTIMATED QUANTITIES

BID PACKAGE #1 - RECONSTRUCT WEST TERMINAL APRON AND CLEAN/RESEAL JOINTS EAST TERMINAL					
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	PLAN QUANTITY	FINAL QUANTITY
1	C-105	MOBILIZATION	LS	1	
2	GP 40-05	TRAFFIC CONTROL	LS	1	
3	P-101-5.1	PATCHES, FULL-DEPTH FINISH, FULL SLAB	SY	120	
4	P-101-5.1	PATCHES, FULL-DEPTH FINISH, PARTIAL SLAB	SY	35	
5	P-101-5.1	PATCHES, FULL-DEPTH FINISH, CORNER BREAK	SF	450	
6	P-101-5.2	DIAMOND GRINDING	SF	1020	
7	P-101-5.3	SAW AND SEAL JOINTS (APRON)	LFT	8650	
8	P-101-5.3	SAW AND SEAL JOINTS (RUNWAY AND TAXIWAY)	LFT	58000	
9	P-101-5.3	ROUTE AND SEAL CRACKS	LFT	900	
10	P-208-5.1	CRUSHED AGGREGATE BASE COURSE - 6 INCH	SY	150	
11	P-620-5.1	RUNWAY AND TAXIWAY MARKING	SF	29400	
12	P-620-5.2	REFLECTIVE MEDIA (TYPE I, GRADATION A)	LB	1375	
13	P-620-5.3	RUNWAY PAINT REMOVAL	SF	3625	

Item 8.

DRN CHK

DRN CHK

REVISIONS

NO

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REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

MARKING DETAILS

DATE
MARCH 15, 2022

PROJECT NO
60676643

FILENAME

SHEET NO

DRAWING NO
112

REVISIONS

NO

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APP

REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

MARKING DETAILS

DATE
MARCH 15, 2022

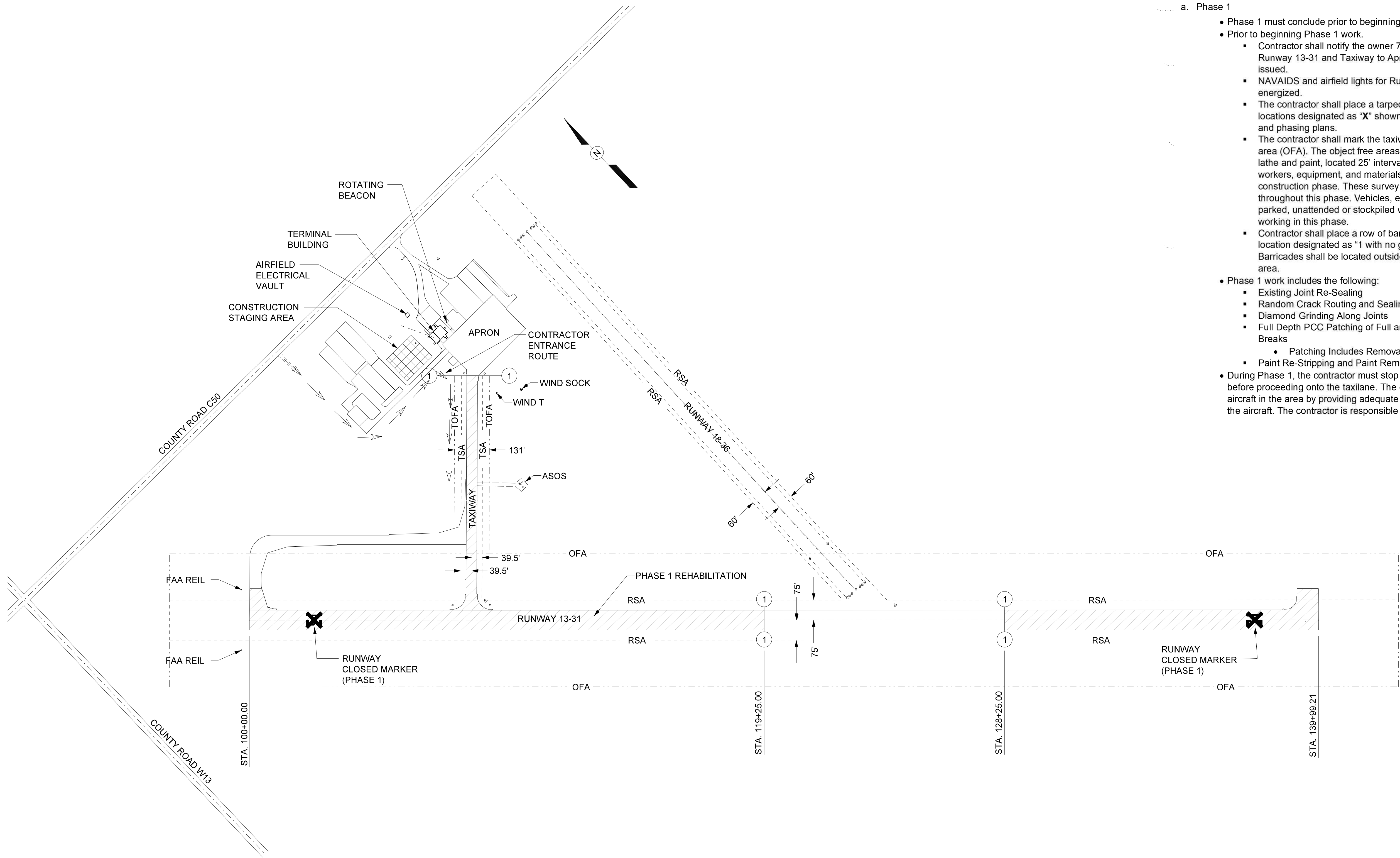
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60676643

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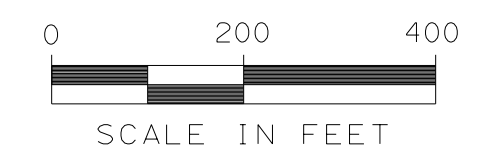


- a. Phase 1
- Phase 1 must conclude prior to beginning Phase 2.
 - Prior to beginning Phase 1 work.
 - Contractor shall notify the owner 72 hours in advance to close Runway 13-31 and Taxiway to Apron so that a NOTAM may be issued.
 - NAVAIDS and airfield lights for Runway 13-31 will be de-energized.
 - The contractor shall place a tarped closed runway marker at the locations designated as "X" shown in the safety and operations and phasing plans.
 - The contractor shall mark the taxiway and runway's object free area (OFA). The object free areas shall be marked with a survey lath and paint, located 25' intervals. Contractor to keep all workers, equipment, and materials outside of these areas during construction phase. These survey lathes shall be maintained throughout this phase. Vehicles, equipment or materials cannot be parked, unattended or stockpiled within the object free areas while working in this phase.
 - Contractor shall place a row of barricades at each barricade location designated as "1" with no gaps greater than 4 feet. Barricades shall be located outside of the runways object free area.
 - Phase 1 work includes the following:
 - Existing Joint Re-Sealing
 - Random Crack Routing and Sealing
 - Diamond Grinding Along Joints
 - Full Depth PCC Patching of Full and Half Panels and Corner Breaks
 - Patching Includes Removal of Pavement and Base
 - Paint Re-Stripping and Paint Removal.
 - During Phase 1, the contractor must stop and determine the way is clear before proceeding onto the taxiway. The contractor shall give way to any aircraft in the area by providing adequate space between themselves and the aircraft. The contractor is responsible for immediately removing any

LEGEND

① — ① BARRICADE LOCATION. NUMBER IN CIRCLE INDICATES PHASE BARRICADE IS REQUIRED.

WORK AREA



Item 8.

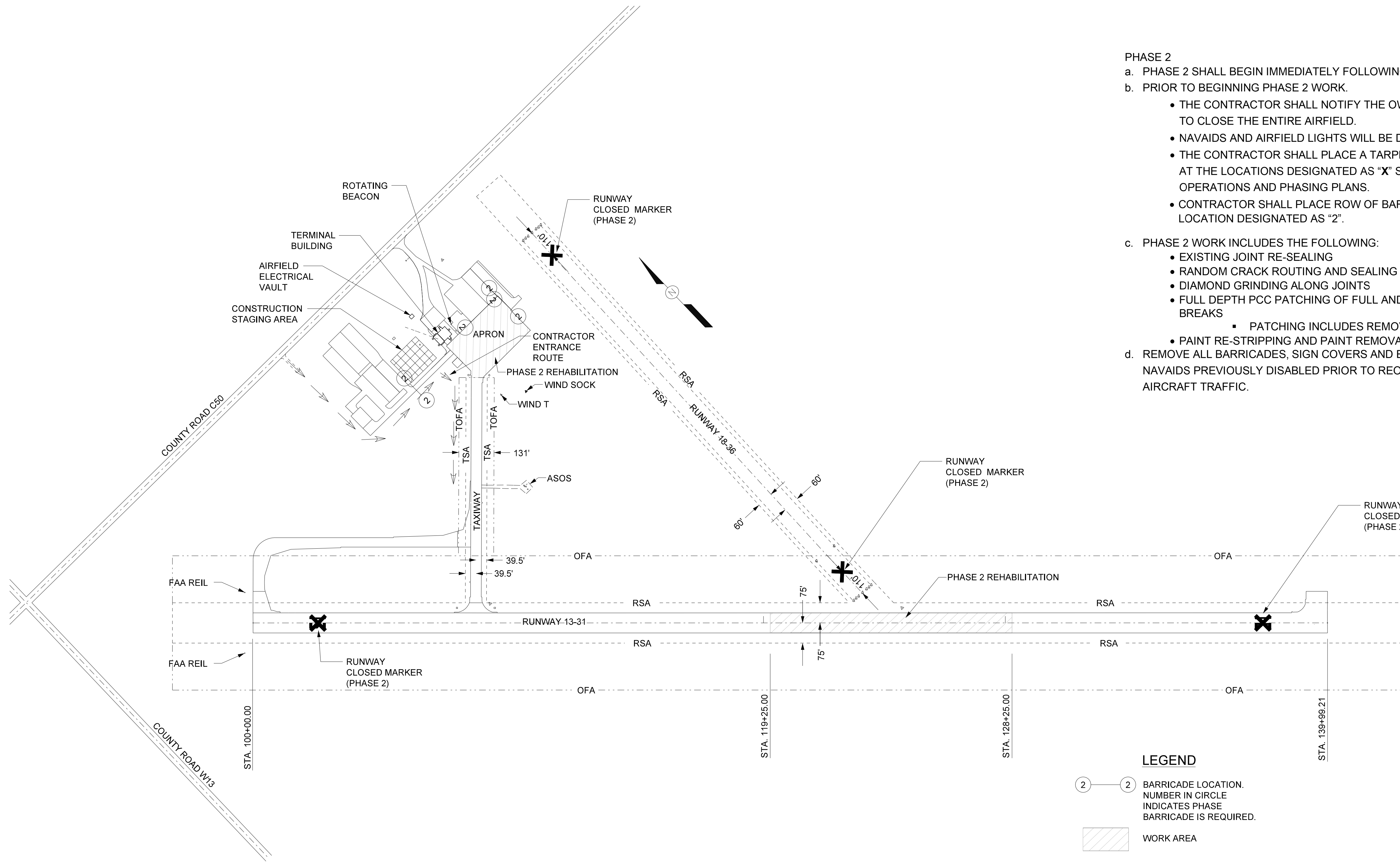
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REHABILITATE RUNWAY, TAXIWAY, AND APRON
 FAA AIP PROJECT NO. 3-19-0067-012
 OELWEIN MUNICIPAL AIRPORT
 OELWEIN, IOWA

PHASING PLAN
 PHASE 1

DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	3

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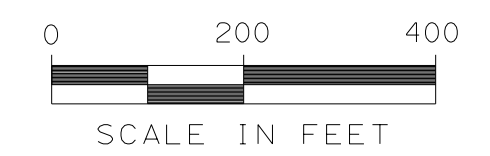


PHASE 2

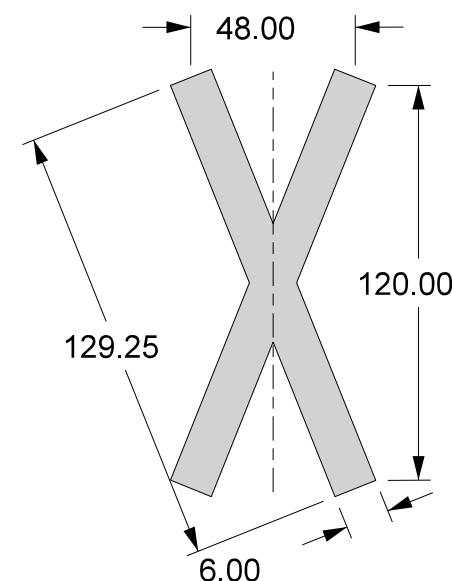
- a. PHASE 2 SHALL BEGIN IMMEDIATELY FOLLOWING COMPLETION OF PHASE 1.
- b. PRIOR TO BEGINNING PHASE 2 WORK.
 - THE CONTRACTOR SHALL NOTIFY THE OWNER 72 HOURS IN ADVANCE TO CLOSE THE ENTIRE AIRFIELD.
 - NAVAIDS AND AIRFIELD LIGHTS WILL BE DE-ENERGIZED
 - THE CONTRACTOR SHALL PLACE A TARPED CLOSED RUNWAY MARKER AT THE LOCATIONS DESIGNATED AS "X" SHOWN IN THE SAFETY AND OPERATIONS AND PHASING PLANS.
 - CONTRACTOR SHALL PLACE ROW OF BARRICADES AT THE BARRICADE LOCATION DESIGNATED AS "2".
- c. PHASE 2 WORK INCLUDES THE FOLLOWING:
 - EXISTING JOINT RE-SEALING
 - RANDOM CRACK ROUTING AND SEALING
 - DIAMOND GRINDING ALONG JOINTS
 - FULL DEPTH PCC PATCHING OF FULL AND HALF PANELS AND CORNER BREAKS
 - PATCHING INCLUDES REMOVAL OF PAVEMENT AND BASE
 - PAINT RE-STRIPPING AND PAINT REMOVAL
- d. REMOVE ALL BARRICADES, SIGN COVERS AND ENERGIZE LIGHTING AND NAVAIDS PREVIOUSLY DISABLED PRIOR TO REOPENING THE AIRFIELD TO AIRCRAFT TRAFFIC.

LEGEND

- ② BARRICADE LOCATION. NUMBER IN CIRCLE INDICATES PHASE BARRICADE IS REQUIRED.
- WORK AREA

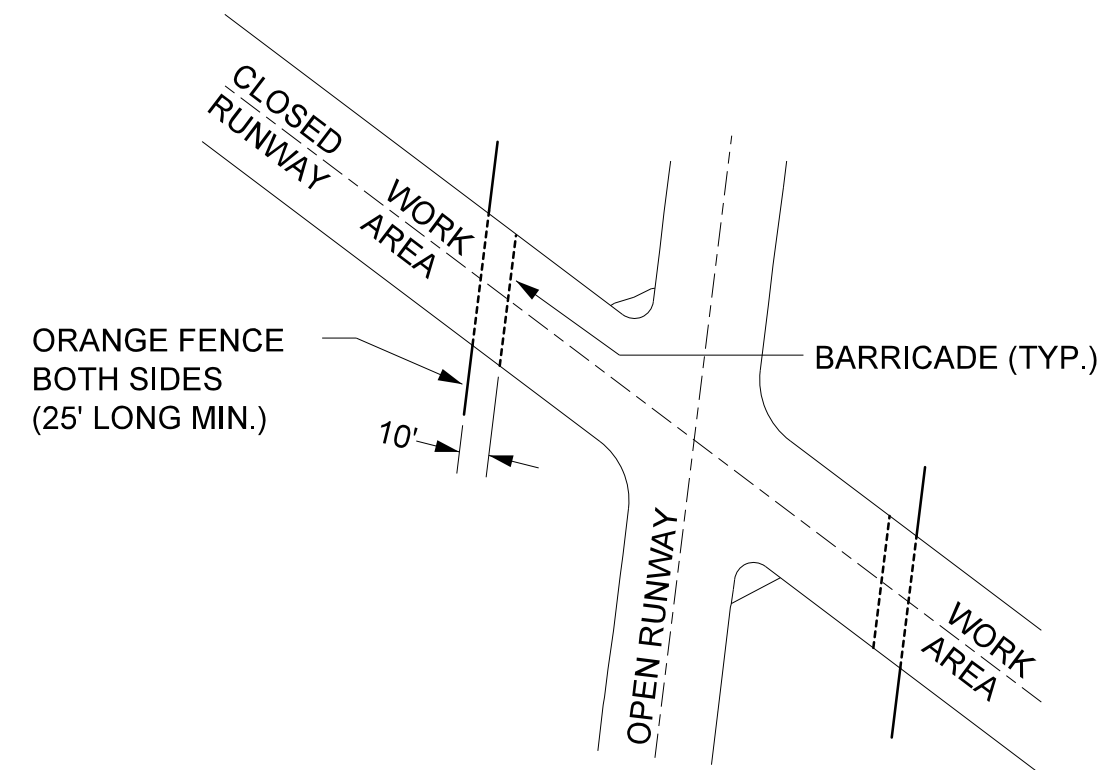


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REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA											
PHASING PLAN PHASE 2											
DATE: MARCH 15, 2022											
PROJECT NO: 60676643											
FILENAME:											
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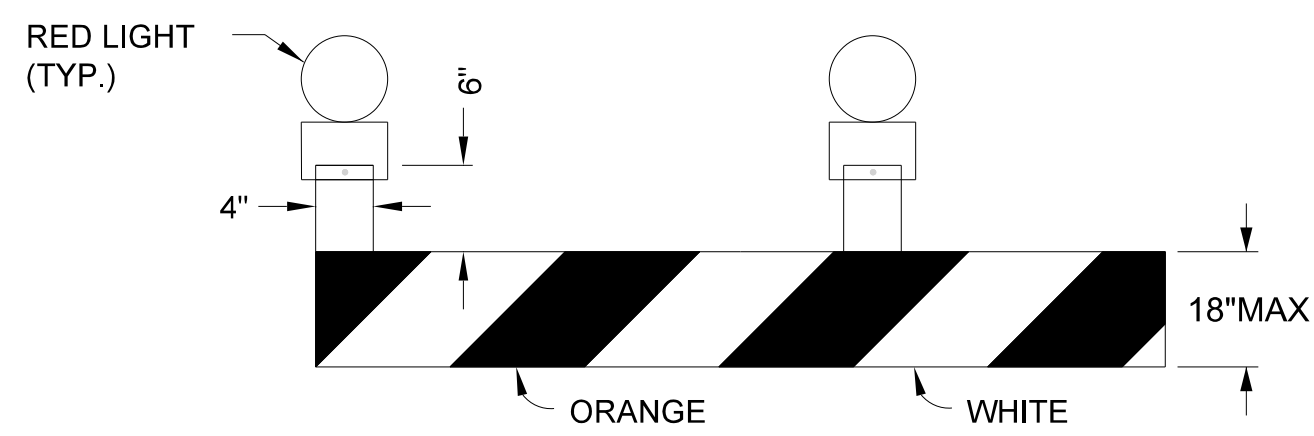


1 TEMPORARILY CLOSED RUNWAY MARKING DETAIL NOT TO SCALE

NOTE: TEMPORARY MARKER FOR CLOSED RUNWAY TO BE CONSTRUCTED OF FABRIC, PLYWOOD, SNOW FENCE OR SUITABLE MATERIAL. SECURE THE MARKER IN PLACE AS NOTED TO DENOTE A CLOSED TAXIWAY. MARKER IS INCLUDED IN TRAFFIC CONTROL.



2 DETAIL A NOT TO SCALE



4 TYPICAL BARRIACDE NOT TO SCALE

BRACKETS TO ACCEPT 2 LIGHTS AND TWO FLAGS. FACE TO BE BI-DIRECTIONAL ORANGE AND WHITE MARKINGS.

NOTES

1. BARRICADE BOARDS, OR ENGINEERING APPROVED LOW-PROFILE, LOW MASS IMPACT BARRICADES SHALL BE USED ON PAVEMENT.
2. LIGHTS SHALL BE SECURELY ANCHORED TO BARRICADES.
3. BARRICADE SHALL BE PROPERLY WEIGHED TO PREVENT MOVEMENT BY WIND, PROP WASH, OR JET BLAST OF UP TO 75 M.P.H.
4. CONTRACTORS SHALL BE REQUIRED TO INSPECT BARRICADES DAILY TO ENSURE THAT BARRICADES ARE INTACT AND IN PROPER WORKING ORDER IN ACCORDANCE WITH THIS SPECIFICATION.
5. LIGHT SHALL EITHER BE OMNIDIRECTIONAL, OR EVERY OTHER LIGHT SHALL BE ROTATED 90 DEGREES.
6. BARRICADE SHALL BE 10- FEET LONG WITH ALTERNATING 6" BANDS OF INTERNATIONAL ORANGE AND WHITE .
7. LIGHT SPACING SHALL NOT EXCEED 10 FEET, OPERATED BETWEEN SUNSET AND SUNRISE AND PERIODS DURING LOW VISIBILITY.
8. BARRICADES SHALL START 4 FEET FROM EDGE OF PAVEMENT AND SPACED 4 FEET MAXIMUM.

OPERATIONAL EFFECTS TABLE

PROJECT		REHABILITATE RUNWAY, TAXIWAY AND APRON	
PHASE	EXISTING	PHASE 1: TAXIWAY AND RUNWAY 13-31 OUTSIDE OF RUNWAY 18-36 OFA	PHASE 2: RUNWAY 13-31 INSIDE OF RUNWAY 18-36 OFA AND APRON
SCOPE OF WORK	N/A	JOINT AND CRACK ROUTE AND SEALING AND PAVEMENT REPAIRS AND PAINT RESTRIPPING FOR TAXIWAY AND RUNWAY 13-31 OUTSIDE OF THE OFA FOR RUNWAY 18-36	JOINT AND CRACK ROUTE AND SEALING AND PAVEMENT REPAIRS AND PAINT RESTRIPPING FOR RUNWAY 13-31 WITHIN THE OFA FOR RUNWAY 18-36 AND WORK WITHIN THE APRON AREA
EFFECTS OF CONSTRUCTION	N/A	RUNWAY 13-31 CLOSED	AIRFIELD CLOSED
AIRCRAFT OPERATIONS		GA: 10/DAY	
RUNWAY 13-31 CHARACTERISTICS	AIRPLANE DESIGN GROUP	B-II	CLOSED
	RSA WIDTH	150'	
	OFA WIDTH	500'	
	RSA AND OFA LENGTH BEYOND RUNWAY END	300'	
RUNWAY 18-36 CHARACTERISTICS (TURF RUNWAY)	AIRPLANE DESIGN GROUP	A-I	OPEN
	RSA WIDTH	120'	
	OFA WIDTH	250'	
	RSA AND OFA LENGTH BEYOND RUNWAY END	240'	
	TSA WIDTH	79'	
TOFA WIDTH	131'		
INFORMATION FOR NOTAMS	N/A	EQUIPMENT CROSSING TAXILANE BETWEEN HANGARS AND TERMINAL APRON. RUNWAY 13-31 CLOSED. NAVAIDS, LIGHTS DISABLED.	AIRFIELD CLOSED. NAVAIDS, LIGHTS DISABLED.

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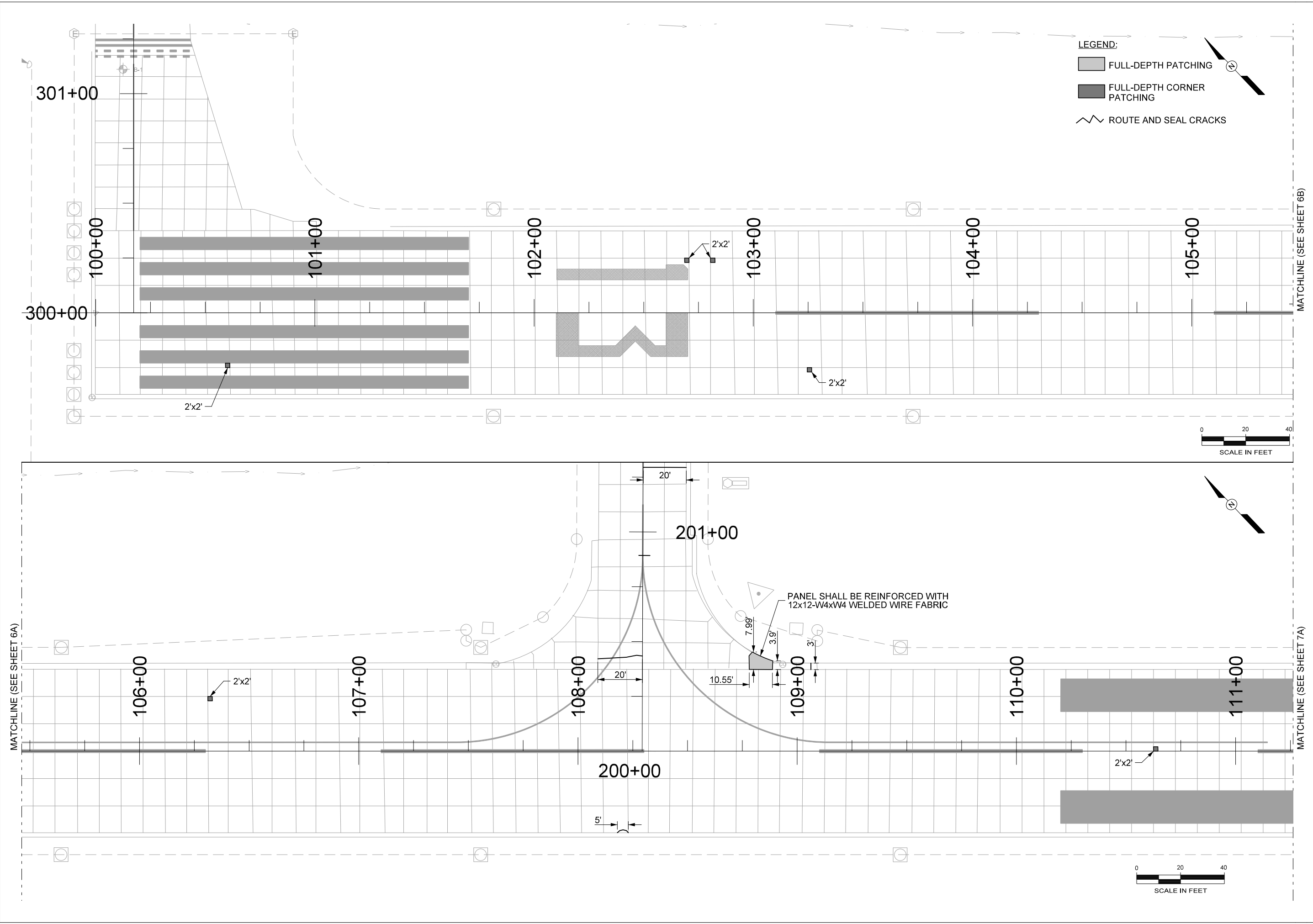


REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

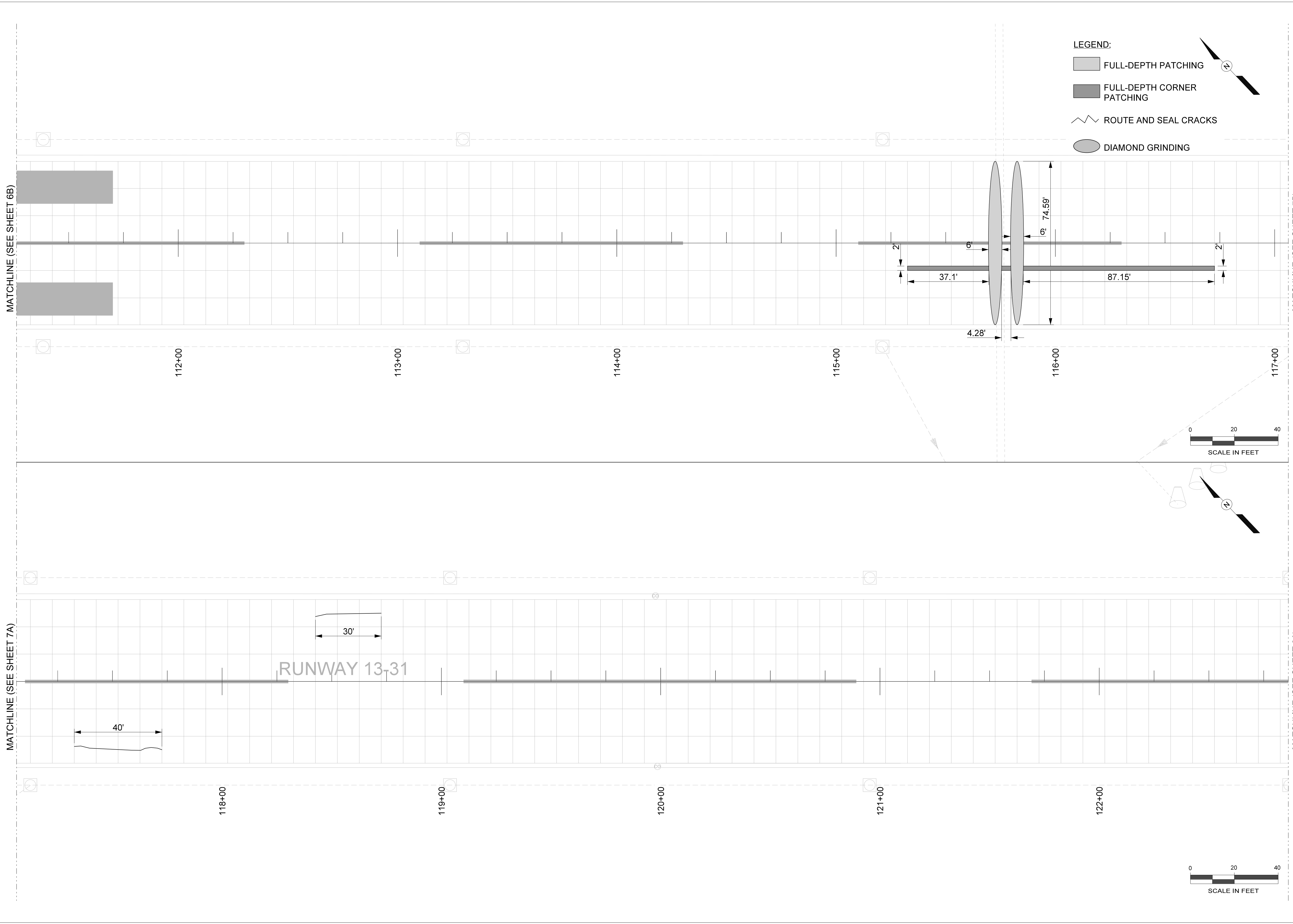
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PROJECT NO	60676643
FILENAME	
SHEET NO	
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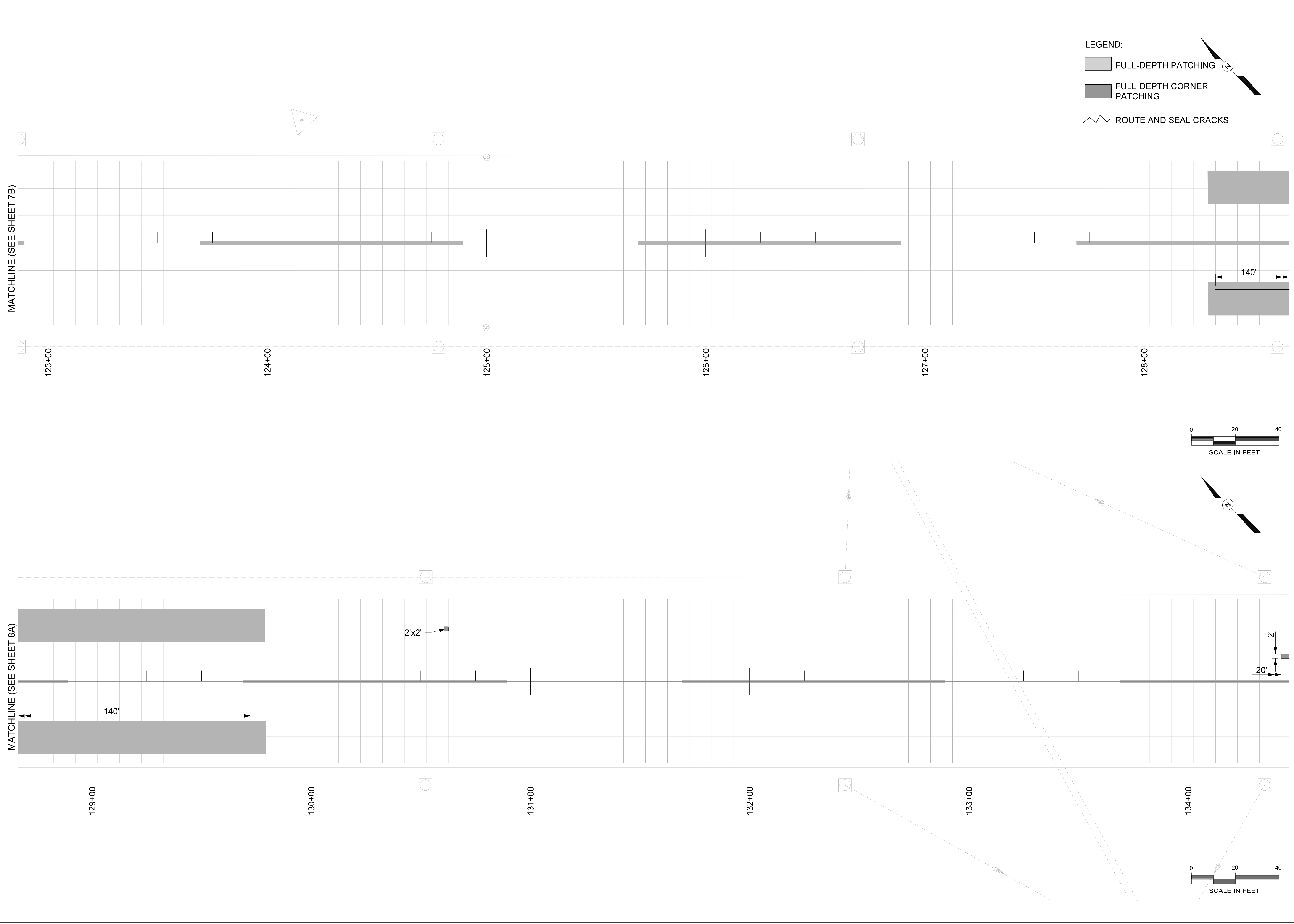
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PAVEMENT REPAIRS		
DATE		MARCH 15, 2022
PROJECT NO		60676643
FILENAME		
SHEET NO		116
DRAWING NO		



REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA		PAVEMENT REPAIRS	
DATE	MARCH 15, 2022	NO	NO
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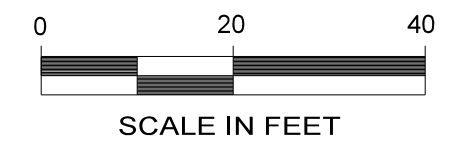
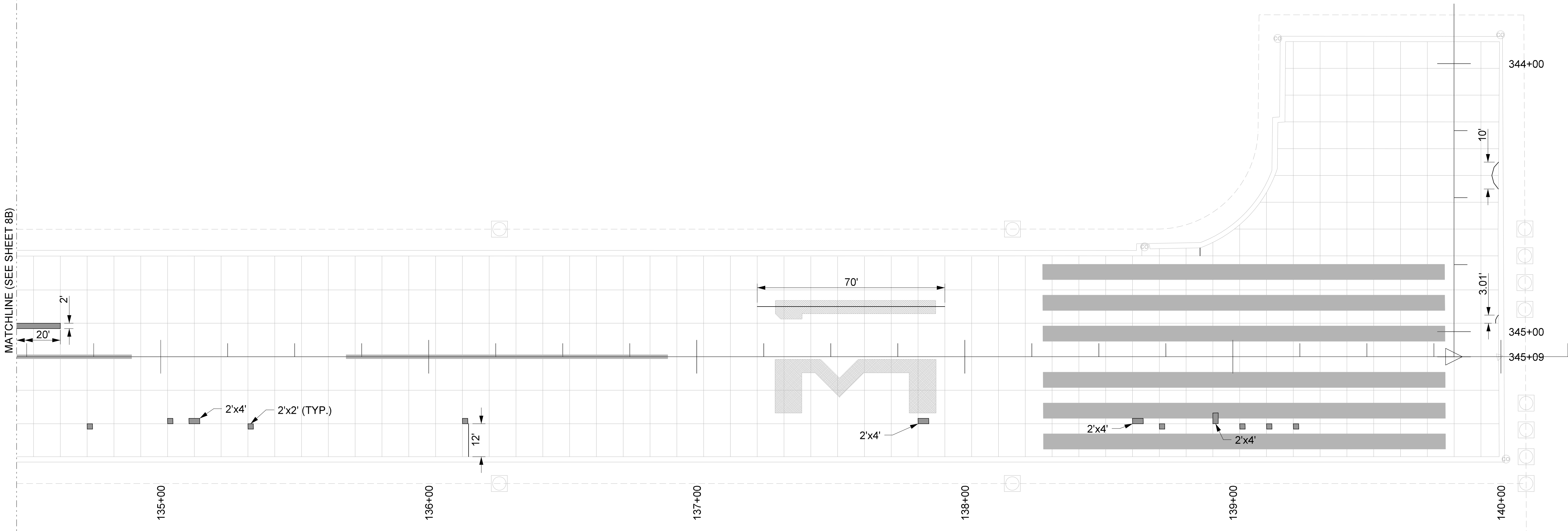
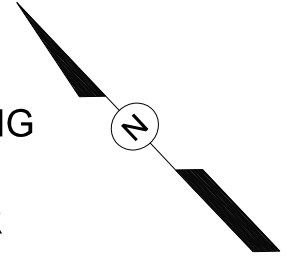
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PROJECT NO	60676643	DES ADH	
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		DATE	



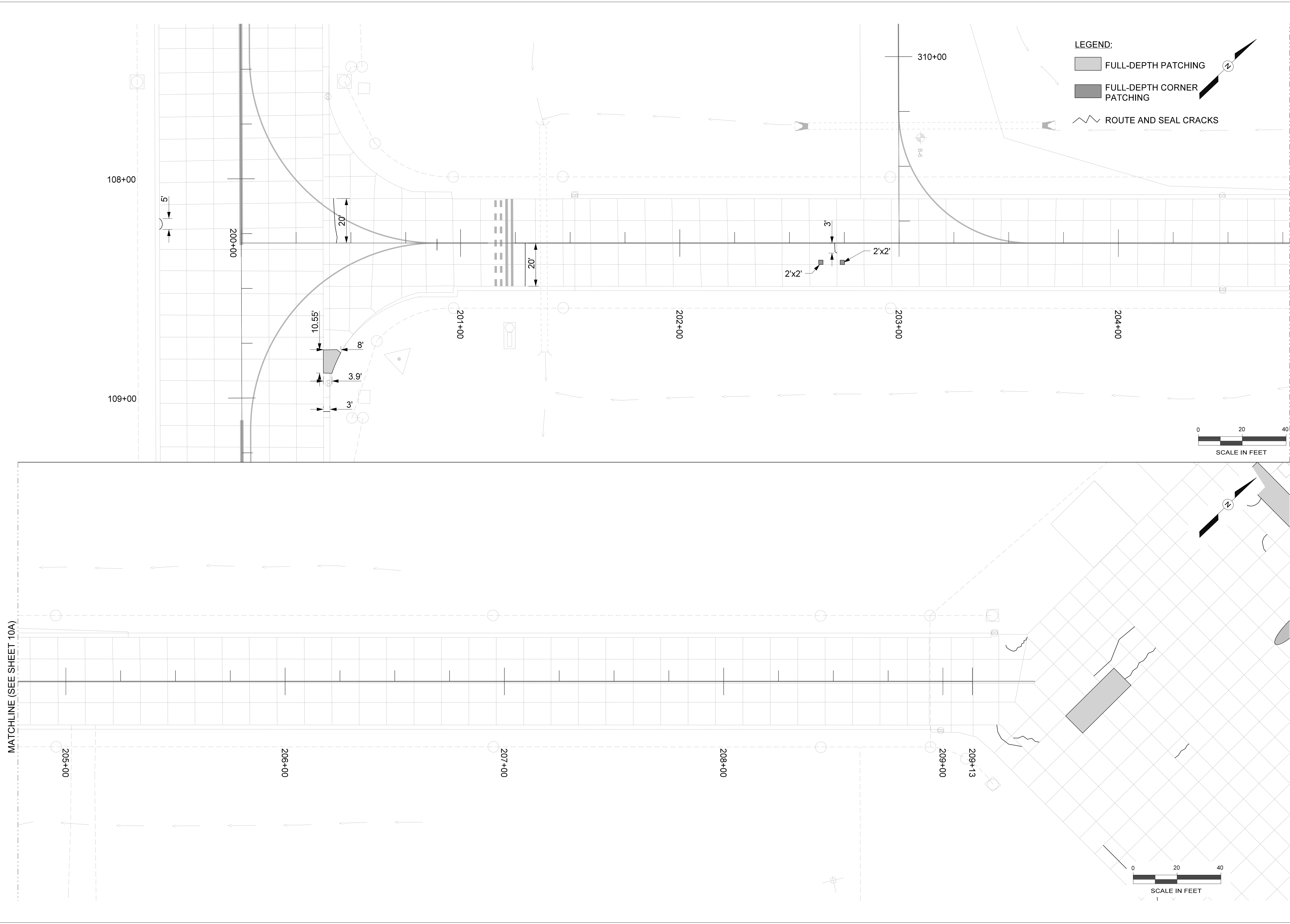
MATCHLINE (SEE SHEET 8B)

LEGEND:

-  FULL-DEPTH PATCHING
-  FULL-DEPTH CORNER PATCHING
-  ROUTE AND SEAL CRACKS



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REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA									
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DRAWING NO: 9									

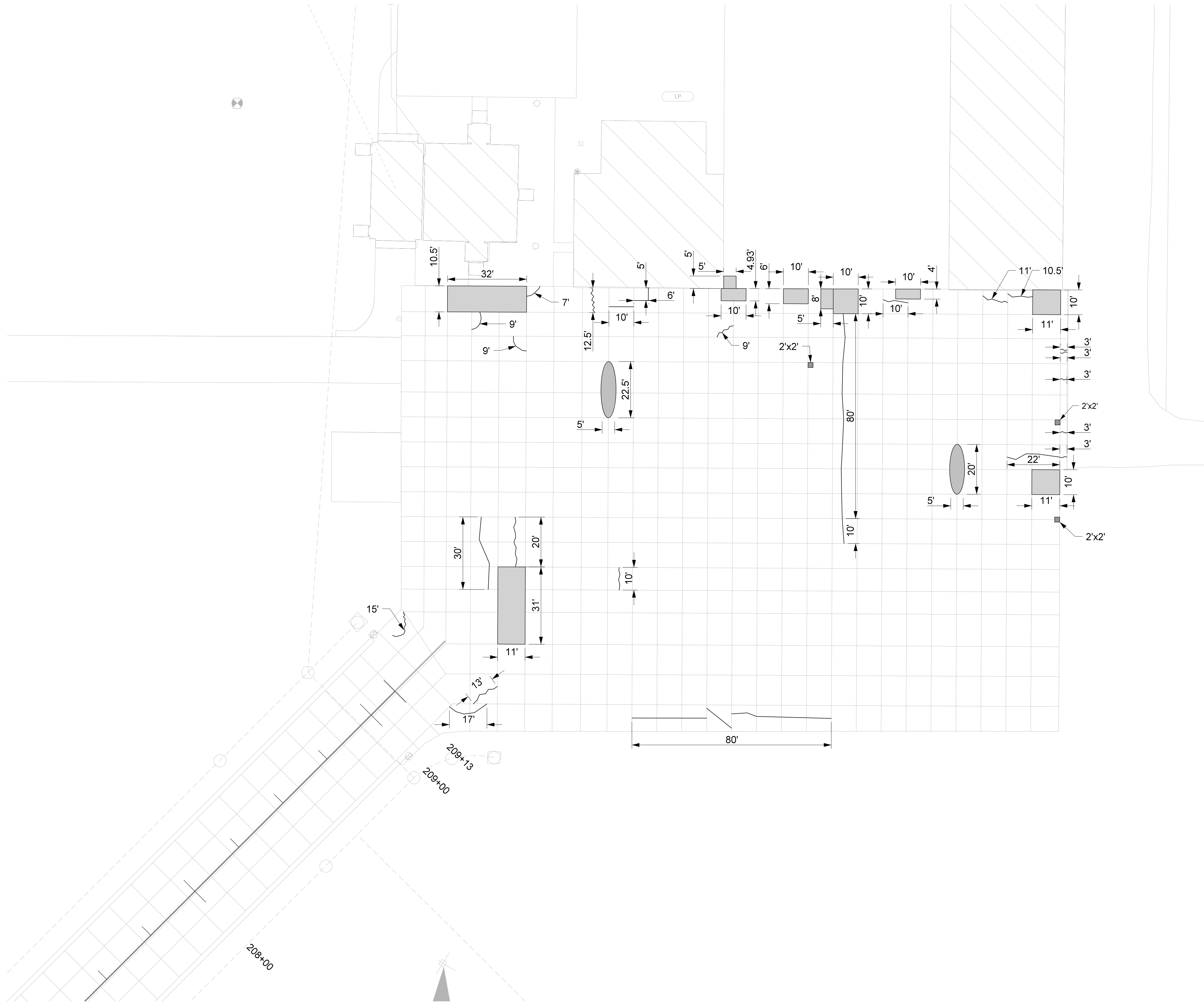


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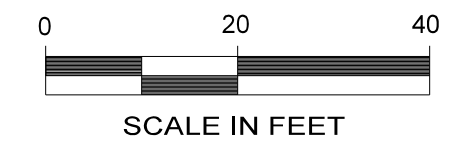
- FULL-DEPTH PATCHING
- FULL-DEPTH CORNER PATCHING
- ROUTE AND SEAL CRACKS

AECOM		REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA	PAVEMENT REPAIRS
DRN NOB	DES ADH	CHK DBH	APP
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DATE	MARCH 15, 2022	PROJECT NO	60676643
FILENAME			
SHEET NO			
DRAWING NO	10		
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DATE			

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- LEGEND:**
- FULL-DEPTH PATCHING
 - FULL-DEPTH CORNER PATCHING
 - ROUTE AND SEAL CRACKS
 - DIAMOND GRINDING



NO	REVISIONS	DRN	CHK	DATE



REHABILITATE RUNWAY, TAXIWAY, AND APRON
 FAA AIP PROJECT NO. 3-19-0067-012
 OELWEIN MUNICIPAL AIRPORT
 OELWEIN, IOWA

PAVEMENT REPAIRS

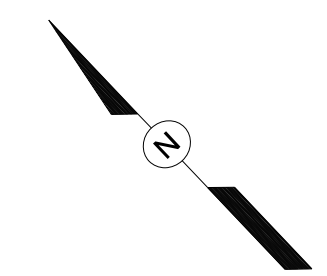
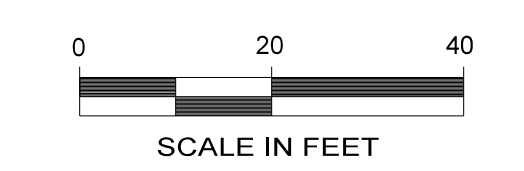
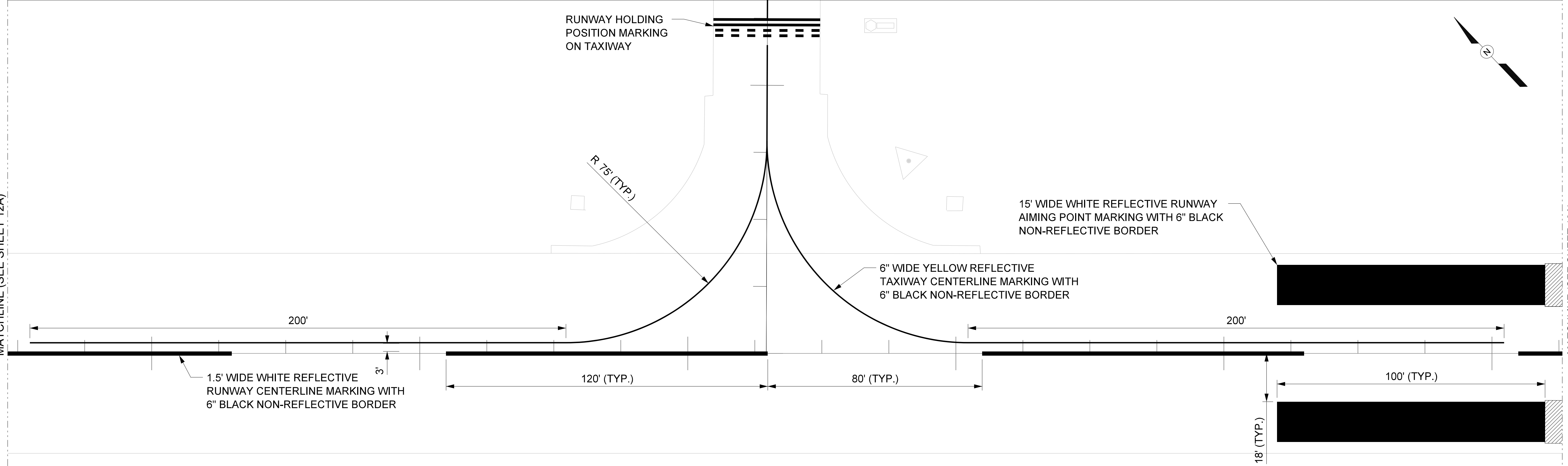
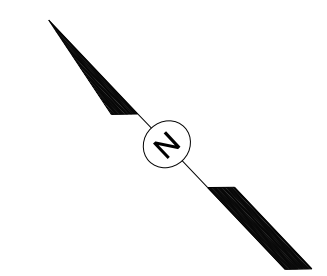
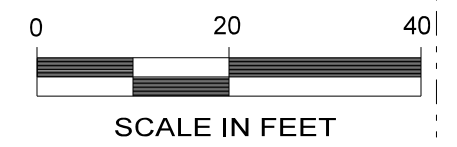
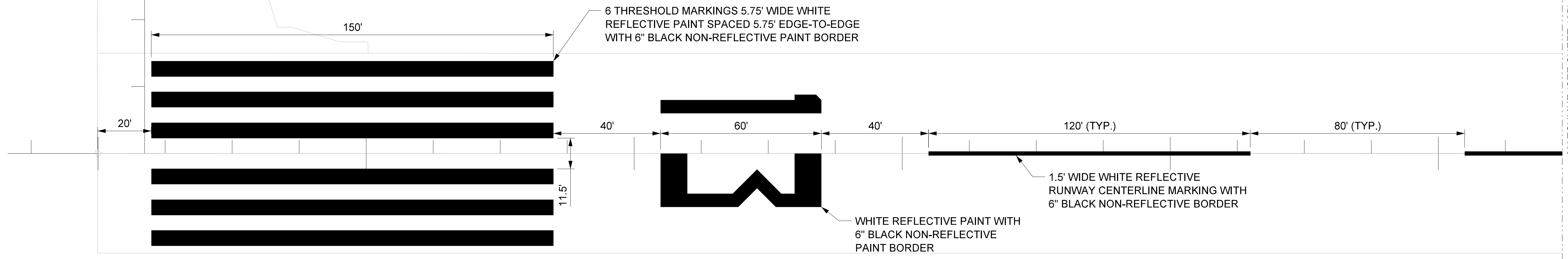
DATE
MARCH 15, 2022

PROJECT NO
60676643

FILENAME

SHEET NO

DRAWING NO



MATCHLINE (SEE SHEET 12B)

MATCHLINE (SEE SHEET 13A)

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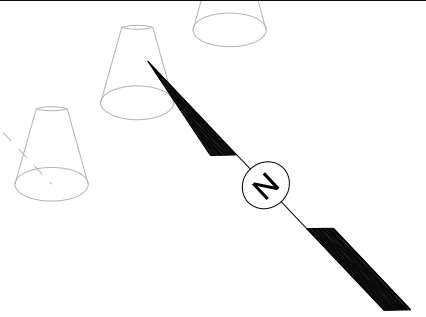
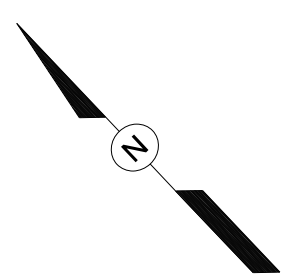
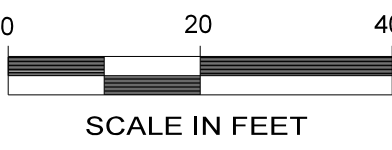
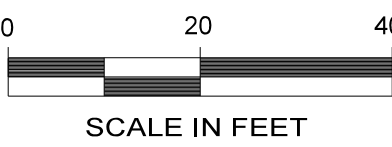
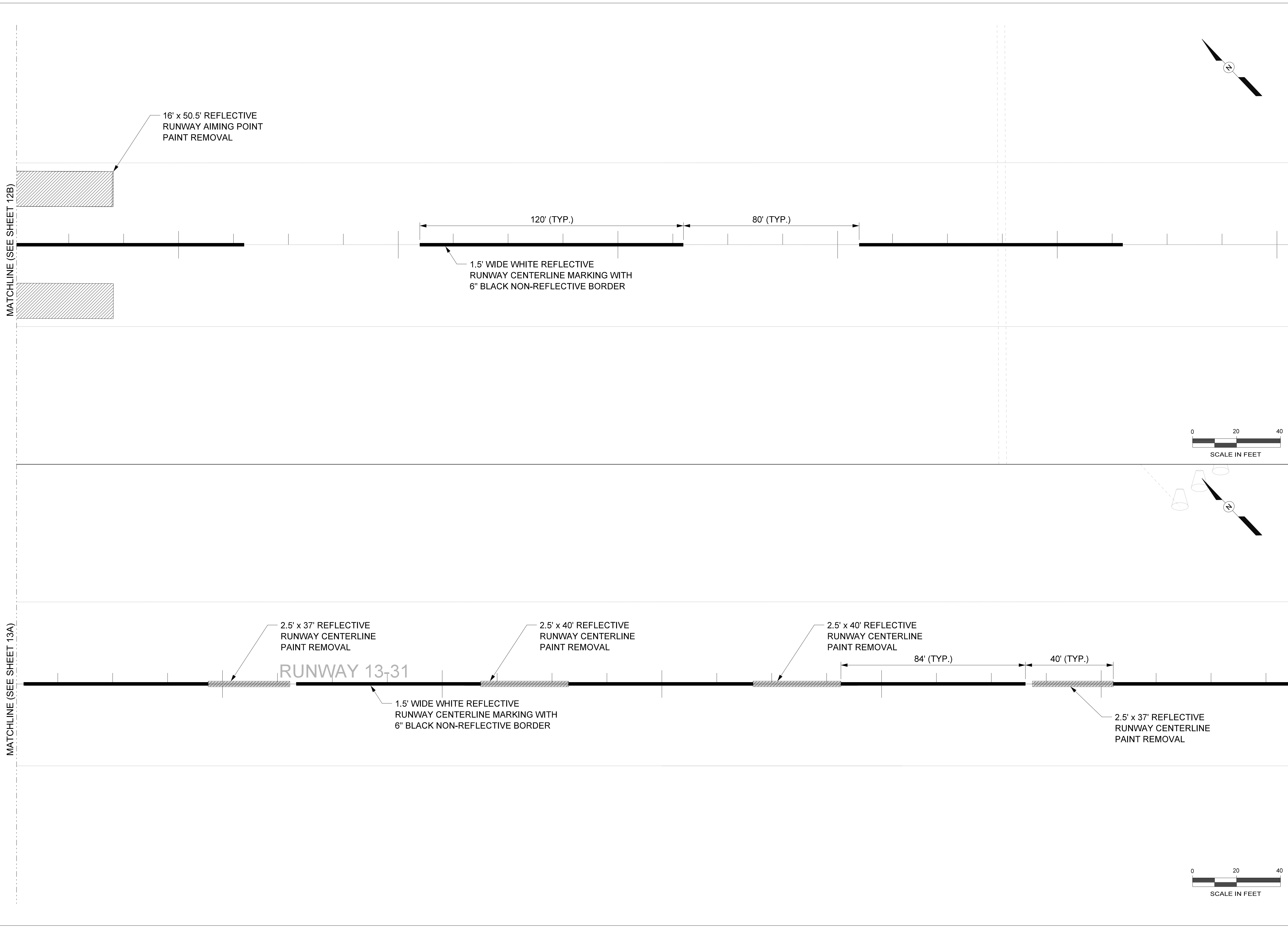
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 FAA AIP PROJECT NO. 3-19-0067-012
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 OELWEIN, IOWA

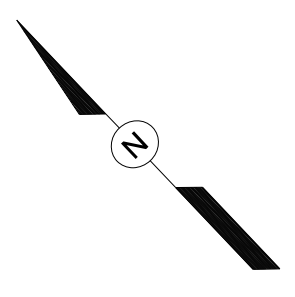
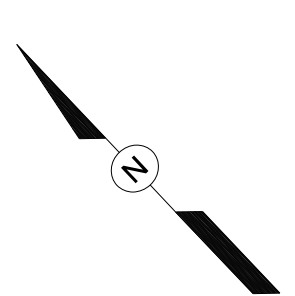
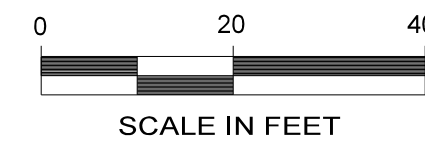
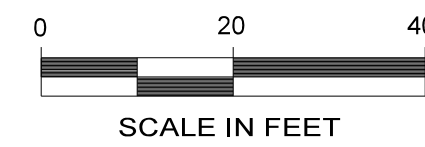
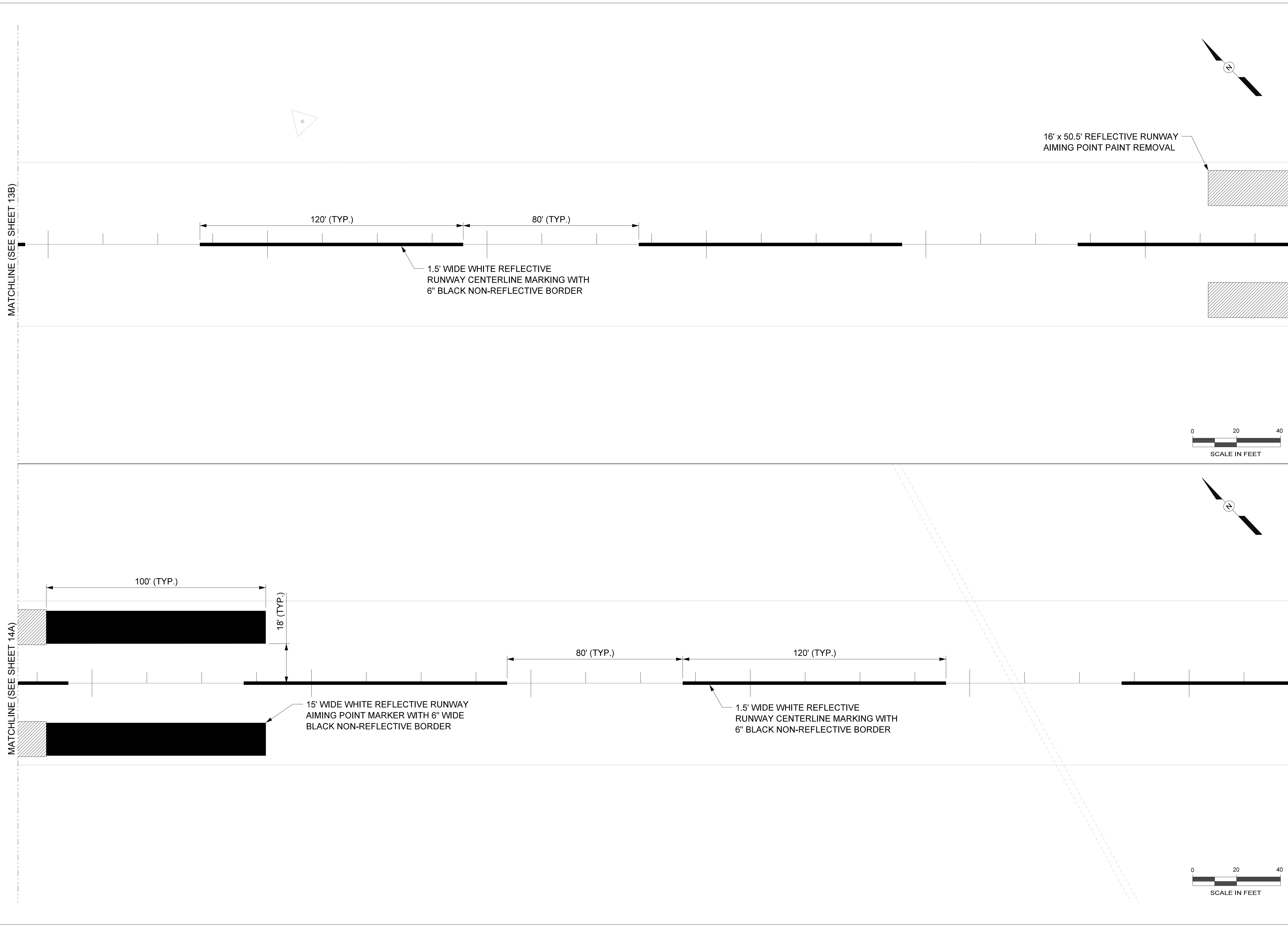
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DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	12



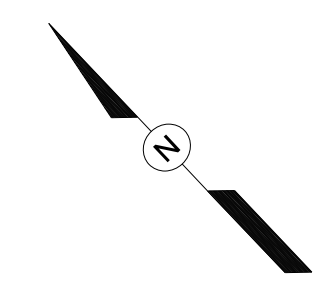
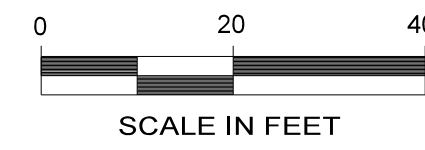
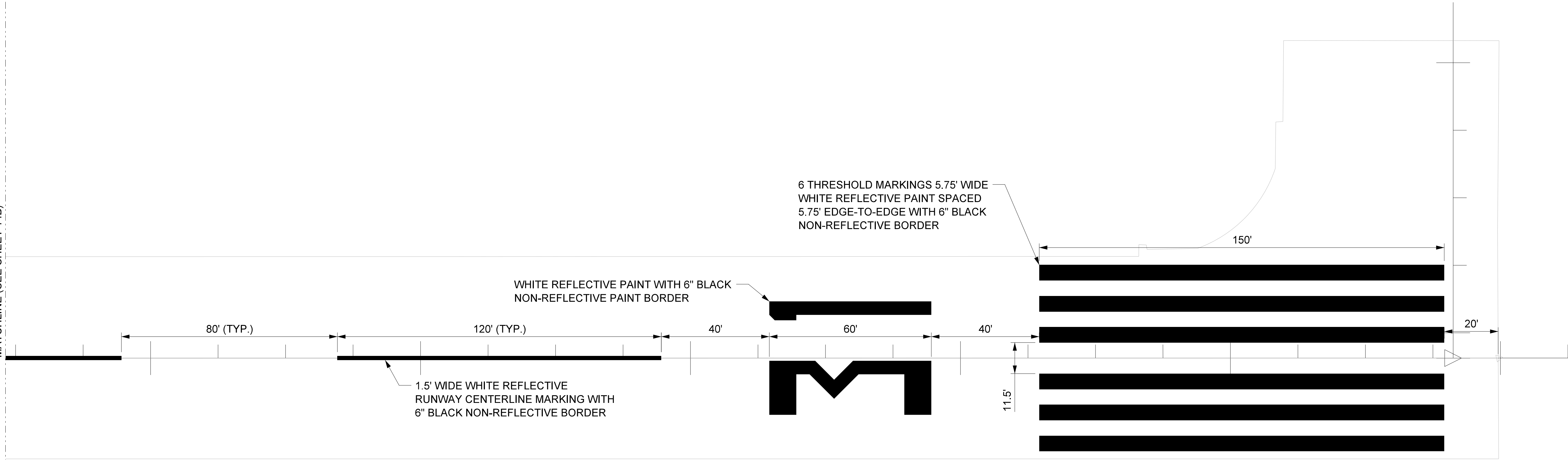
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FILENAME		DRN	CHK
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DRAWING NO	13	NO	REVISIONS

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MATCHLINE (SEE SHEET 13B)		MATCHLINE (SEE SHEET 14B)	
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MARKING PLAN			
DATE	MARCH 15, 2022		
PROJECT NO	60676643		
FILENAME			
SHEET NO			
DRAWING NO	14		

MATCHLINE (SEE SHEET 14B)



REHABILITATE RUNWAY, TAXIWAY, AND APRON
 FAA AIP PROJECT NO. 3-19-0067-012
 OELWEIN MUNICIPAL AIRPORT
 OELWEIN, IOWA

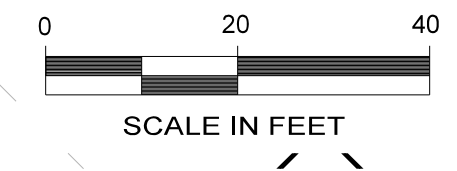
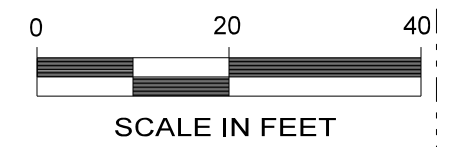
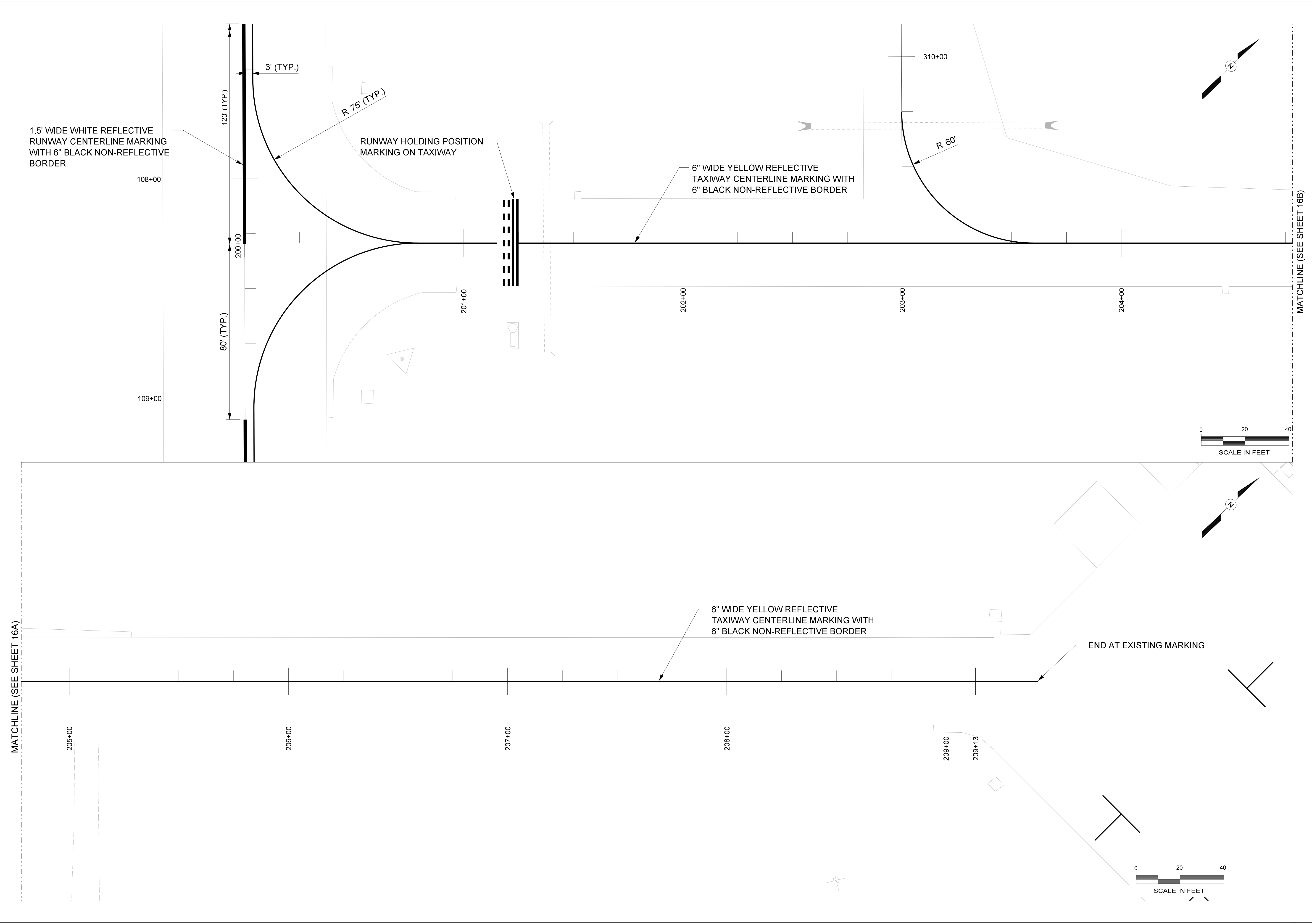
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DATE	MARCH 15, 2022
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MATCHLINE (SEE SHEET 16B)

MATCHLINE (SEE SHEET 16A)

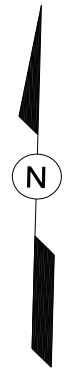
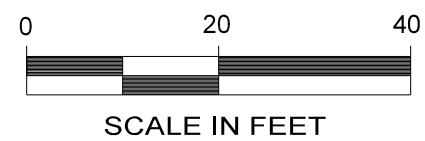
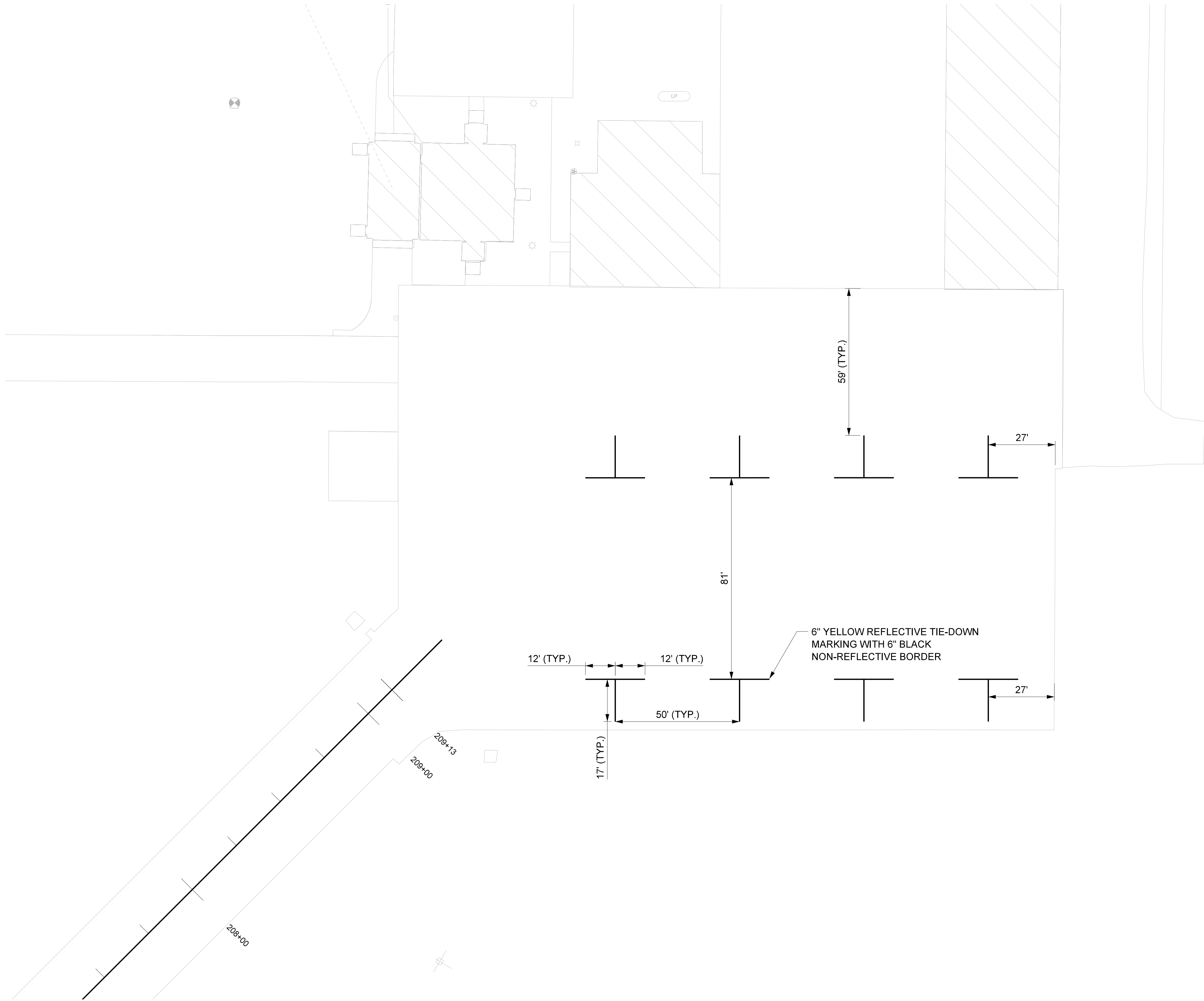
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REHABILITATE RUNWAY, TAXIWAY, AND APRON
 FAA AIP PROJECT NO. 3-19-0067-012
 OELWEIN MUNICIPAL AIRPORT
 OELWEIN, IOWA

MARKING PLAN

DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	16



REHABILITATE RUNWAY, TAXIWAY, AND APRON
 FAA AIP PROJECT NO. 3-19-0067-012
 OELWEIN MUNICIPAL AIRPORT
 OELWEIN, IOWA

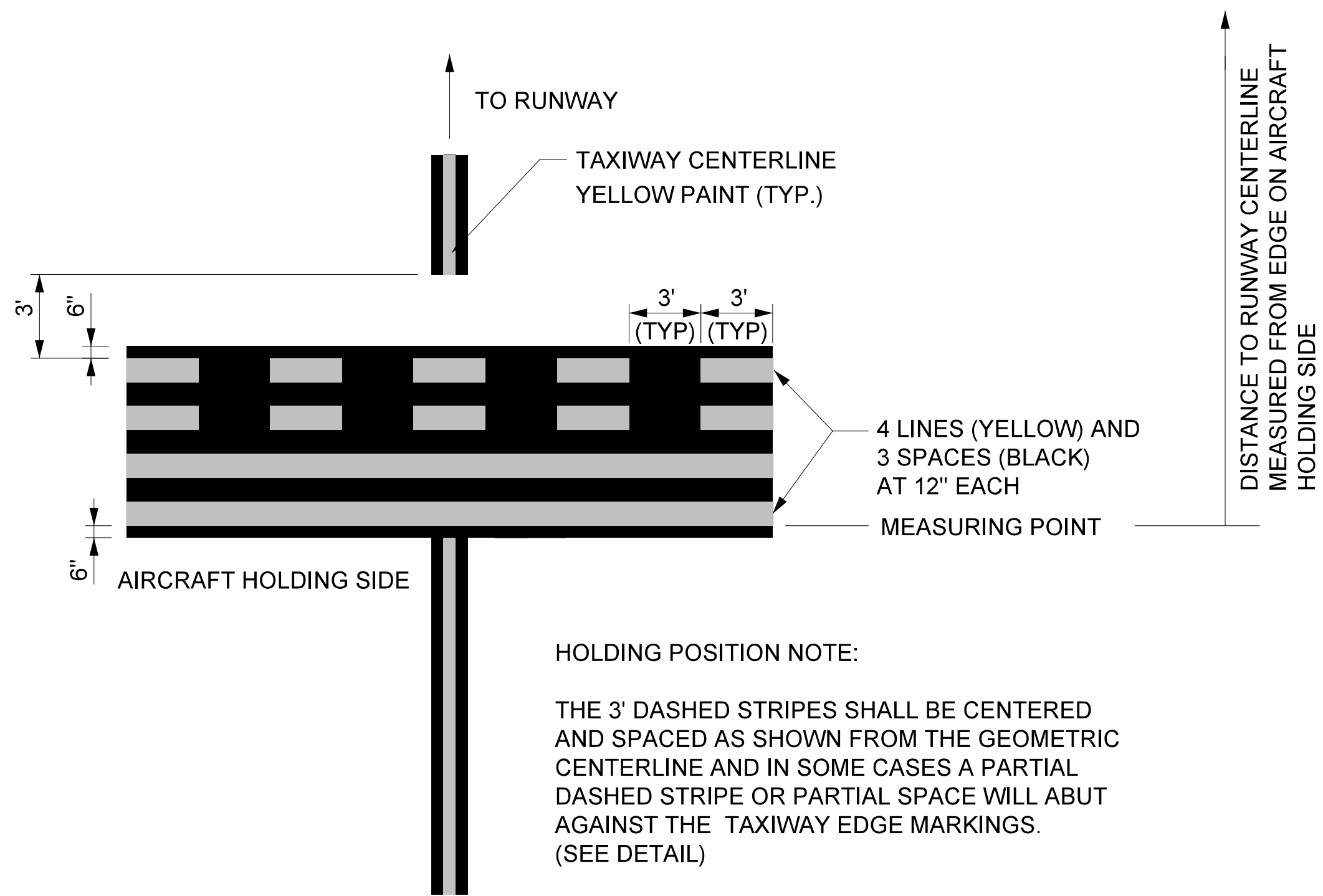
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MARKING DETAILS



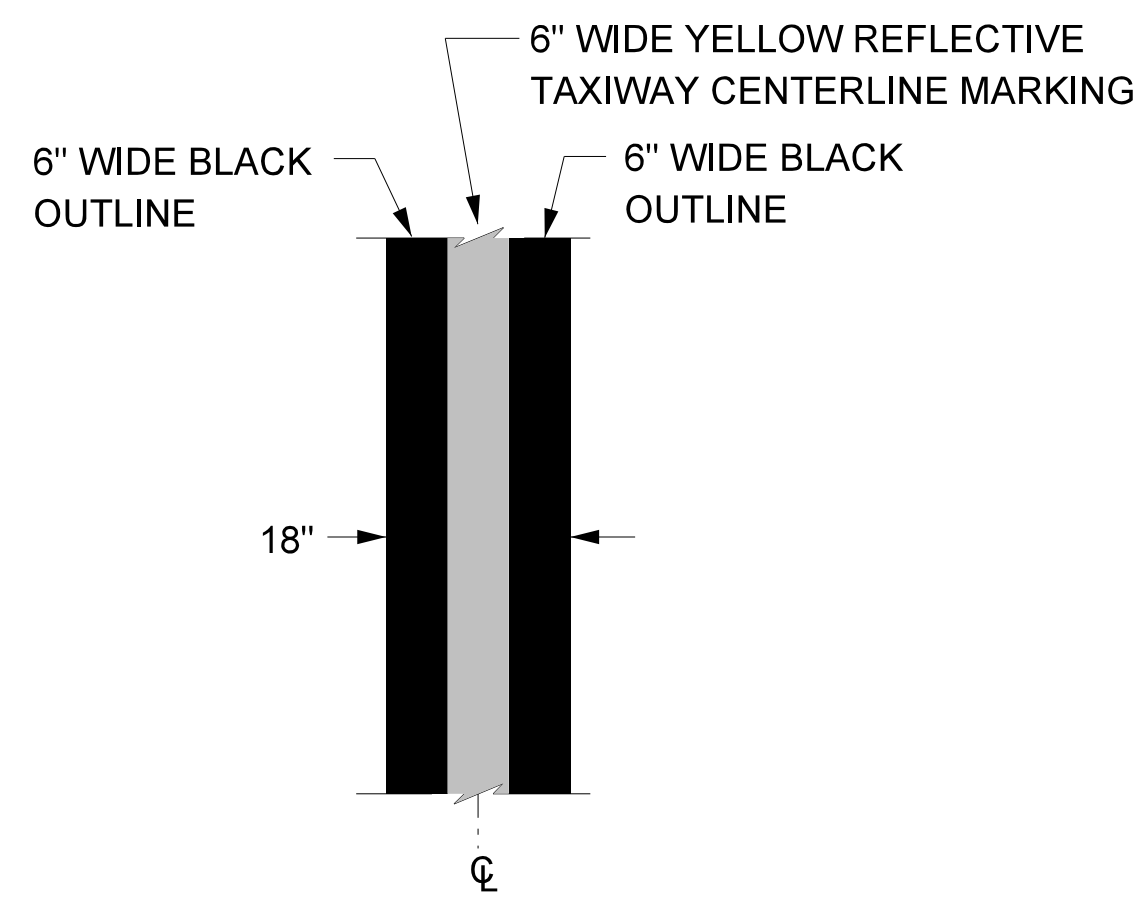
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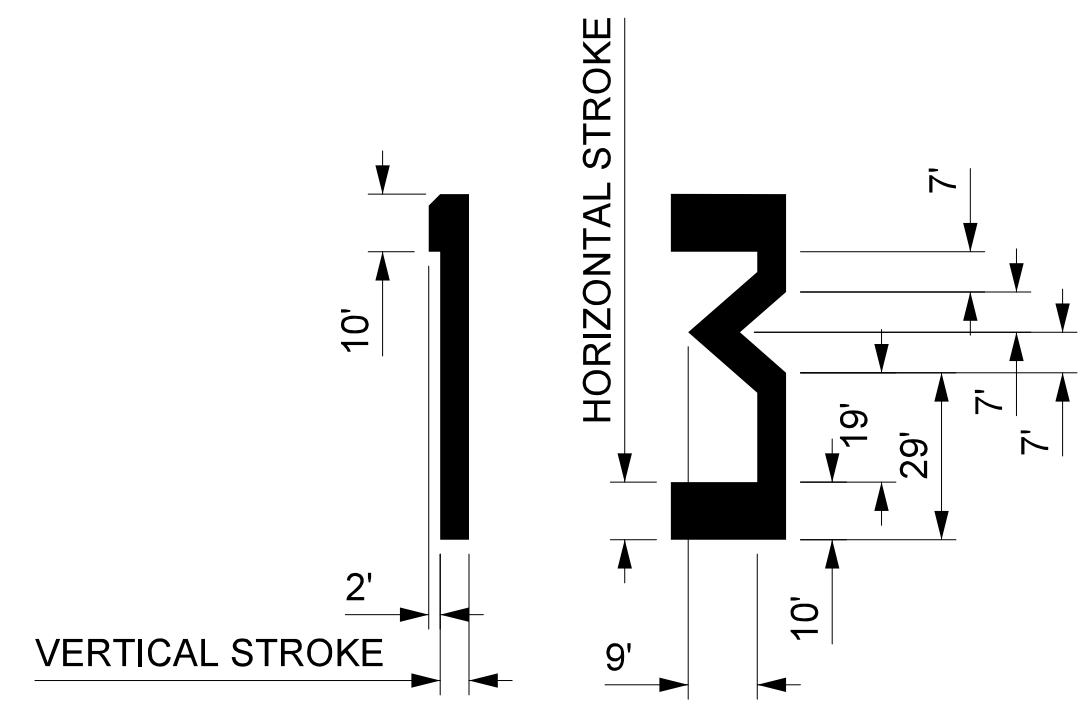


HOLDING POSITION NOTE:
 THE 3' DASHED STRIPES SHALL BE CENTERED AND SPACED AS SHOWN FROM THE GEOMETRIC CENTERLINE AND IN SOME CASES A PARTIAL DASHED STRIPE OR PARTIAL SPACE WILL ABUT AGAINST THE TAXIWAY EDGE MARKINGS. (SEE DETAIL)

RUNWAY HOLDING POSITION ON TAXIWAYS MARKING DETAIL
 NOT TO SCALE



TAXIWAY CENTERLINE MARKING DETAIL
 NOT TO SCALE



- NOTES:**
- DIMENSIONS ARE EXPRESSED IN FEET.
 - ALL CHARACTERS HAVE THESE CHARACTERISTICS (UNLESS OTHERWISE SPECIFIED):
 - 60 HIGH
 - 20 WIDE
 - VERTICAL STROKE OF 5
 - HORIZONTAL STROKE OF 10
 - DIAGONAL STROKE OF 5
 - FOR DOUBLE DESIGNATIONS, THE CENTER OF THE OUTER EDGES OF THE TWO NUMERALS IS CENTERED ON THE RUNWAY PAVEMENT CENTERLINE.

RUNWAY DESIGNATION NUMERALS DETAIL
 NOT TO SCALE

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REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA		MARKING DETAILS	
DATE	MARCH 15, 2022	DRN NOB	
PROJECT NO	60676643	DES ADH	
FILENAME		CHK DBH	
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FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

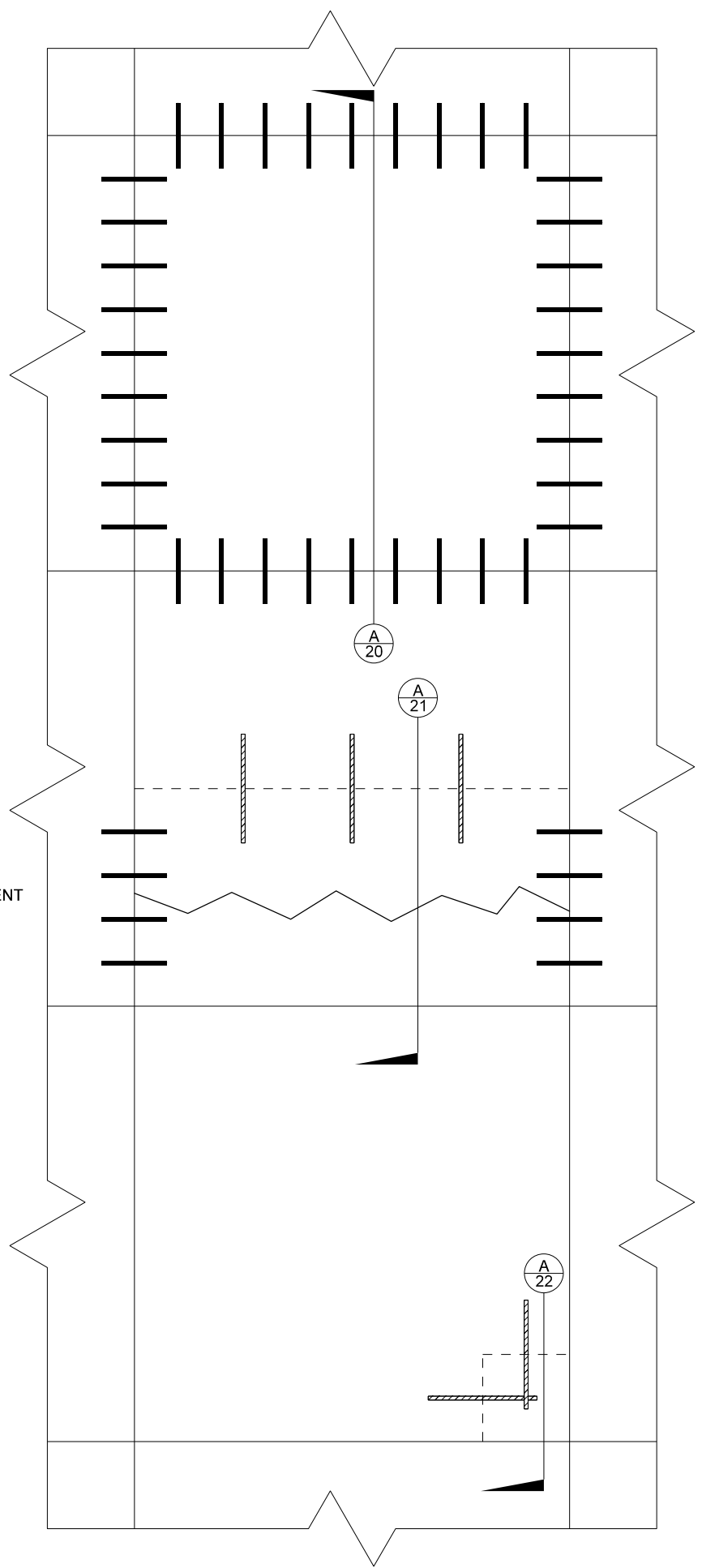
PATCHING DETAILS

DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	129

FULL SLAB REPLACEMENT

PARTIAL SLAB REPLACEMENT

CORNER BREAK



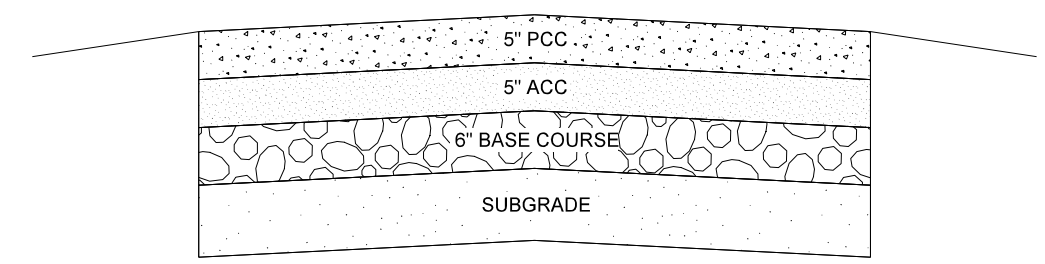
LEGEND:

- 30" LONG #4 TIE BAR SPACED 30"
- 18" LONG #5 DOWEL SPACED 12"
- SAW CUT
- CRACK

WEATHER AND TEMPERATURE REQUIREMENTS:

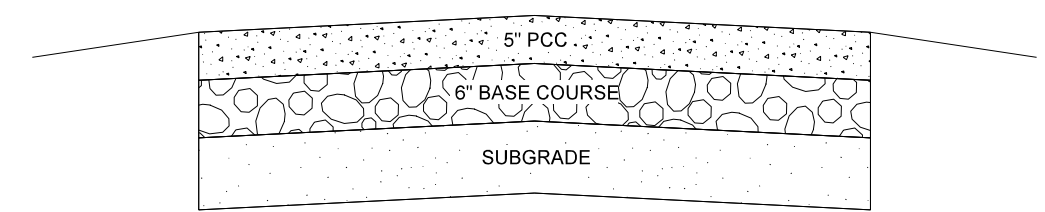
- DO NOT BEGIN REPAIRS DURING INCLEMENT WEATHER.
- DO NOT PLACE CONCRETE UNLESS THE AMBIENT TEMPERATURE IS AT LEAST 40°F (4°C) AND RISING AND THE CONCRETE TEMPERATURE IS GREATER THAN OR EQUAL TO 50°F (10°C).
- DO NOT PLACE CONCRETE ON FROZEN BASE, ICE, OR SNOW.
- WHEN THE AMBIENT TEMPERATURE EXCEEDS 85°F (29°C), SPRINKLE THE ADJACENT CONCRETE AND BASE WITH WATER IMMEDIATELY BEFORE PLACING CONCRETE.
- PLACE CONCRETE AT THE COOLEST TEMPERATURE PRACTICABLE, AND NEVER ALLOW THE PLACED CONCRETE TEMPERATURE TO EXCEED 90°F (32°C).

NOTE:
TRANSVERSE GROOVING IS REQUIRED. SEE IDOT SECTION 2301.16.



EXISTING PAVEMENT SECTION -
CONNECTOR TAXIWAY AND RUNWAY 13/31

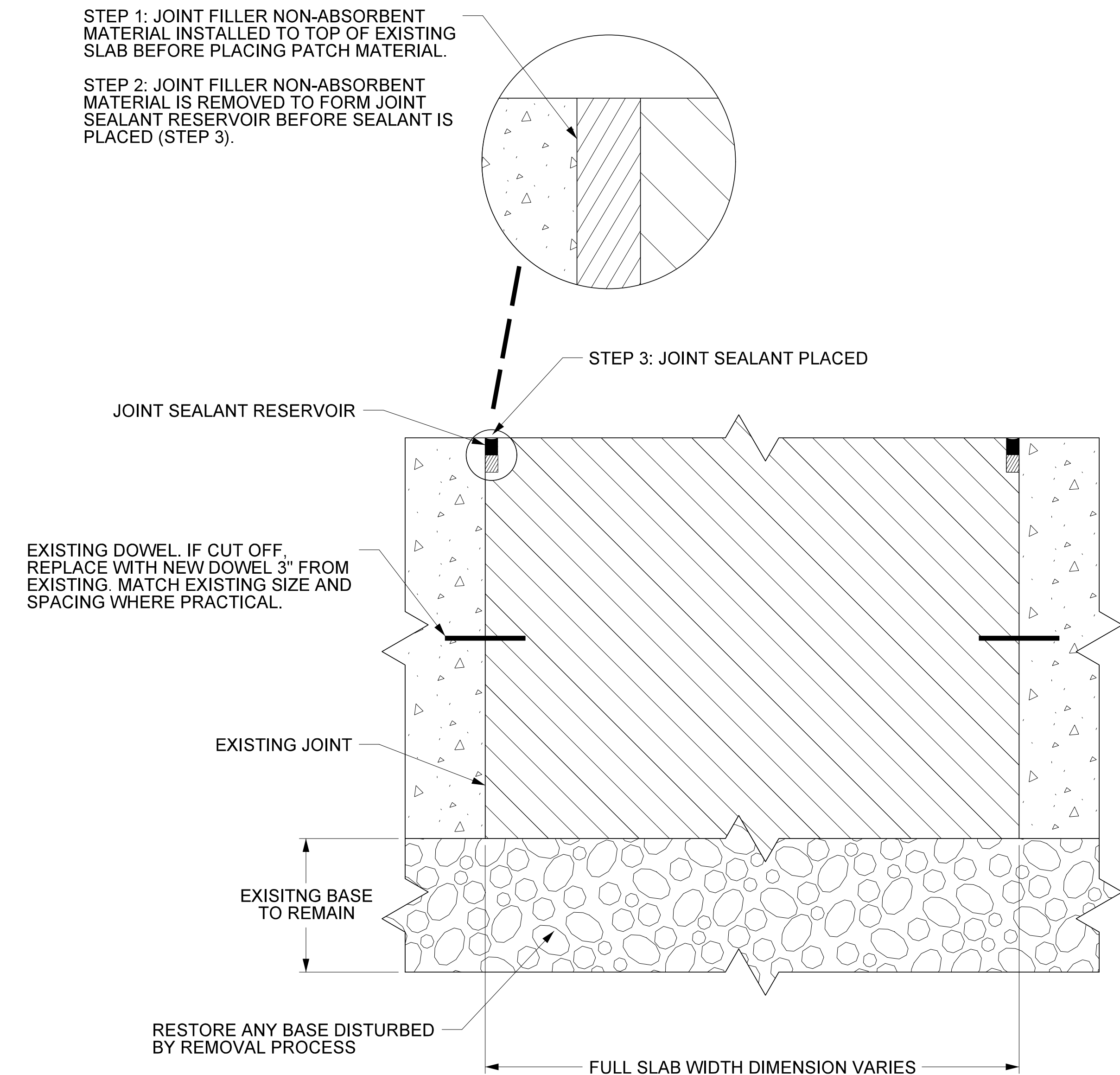
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EXISTING PAVEMENT SECTION - APRON

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FULL DEPTH REPAIR IN RIGID PAVEMENT - FULL SLAB REPLACEMENT

A

NOT TO SCALE

REPAIR PROCEDURE:

1. REVIEW THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). ENSURE ALL PAVEMENT CLOSURES HAVE ALL REQUIRED ITEMS IN PLACE, SUCH AS LIGHTED XS, BARRICADES, ETC.; AND ALL NOTAMS HAVE BEEN ISSUED FOR AFFECTED AREAS OF THE AIRFIELD.
2. MARK THE LIMITS OF THE AREA TO BE REPAIRED.
3. MAKE A FULL-DEPTH SAW CUT ALONG THE CONSTRUCTED JOINTS AT LEAST 2 FEET (0.6 M) BEYOND THE LIMITS OF THE DAMAGED PAVEMENT AND MAKE A SAW CUT PERPENDICULAR TO THE CONSTRUCTED JOINTS FROM THESE POINTS ACROSS THE WIDTH OF THE PAVEMENT PANEL.
4. IF DOWELS OR TIE BARS ARE PRESENT ALONG ANY EDGES, EITHER OF THE FOLLOWING OPTIONS IS ACCEPTABLE:
 - IF DOWELS OR TIE BARS WILL BE EXPOSED AND SAVED, EDGES WILL BE SAWS FULL DEPTH JUST BEYOND THE END OF THE DOWELS OR TIE BARS. CAREFULLY SAW JOINTS ON THE JOINT LINE TO WITHIN 1 INCH (2.5 CM) OF THE DEPTH OF THE DOWEL OR TIE BAR. CAREFULLY BREAK UP THE NARROW STRIPS OF CONCRETE ALONG DOWELED EDGES USING LIGHT 30 POUND (14 KG) OR LESS JACKHAMMERS, OR OTHER APPROVED EQUIPMENT.
 - IF DOWELS OR TIE BARS ARE TO BE CUT AND REPLACED, MAKE A FULL DEPTH SAW CUT ALONG THE CONSTRUCTED JOINT CUTTING THE DOWELS AND TIE BARS.
5. TAKE CARE TO PREVENT DAMAGE TO THE DOWELS, TIE BARS, OR TO CONCRETE THAT REMAINS IN PLACE.
6. MAKE ADDITIONAL SAW CUTS WITHIN THE LIMITS OF THE REPAIR AREA DIVIDING THE REPAIR AREA INTO QUARTERS.
7. USE LIGHT WEIGHT EQUIPMENT, I.E., JACKHAMMERS LESS THAN 30 POUNDS (14 KG), HAND TOOLS, ETC., TO REMOVE THE DAMAGED PCC PAVEMENT. WORK FROM INSIDE THE SAW CUT TOWARD THE INTERIOR OF THE AREA BEING REMOVED TO PREVENT DAMAGE TO THE PAVEMENT REMAINING.
8. REMOVE BY HAND ALL LOOSE MATERIAL AND VACUUM TO MINIMIZE ANY DISTURBANCE TO THE SUBGRADE OR BASE MATERIALS.
9. RESTORE SUBGRADE OR BASE MATERIAL IF REQUIRED.
10. IF EXISTING DOWEL BARS HAVE BEEN CUT AND REMOVED, INSTALL DOWEL BARS OF THE TYPE AND SIZE OF THE EXISTING DOWEL BARS IN THE JOINTS THAT ARE PARALLEL TO THE DIRECTION OF TRAFFIC. ON APRONS AND AREAS WHERE TRAFFIC MAY BE OBLIQUE TO JOINTS, INSTALL DOWELS IN BOTH JOINT FACES.
11. INSTALL DOWELS BY DRILLING AND EPOXYING INTO THE PCC PAVEMENT AT LEAST 3 INCHES (8 CM) FROM THE LOCATION OF THE EXISTING DOWELS WHICH WERE CUT OFF. SPACE DOWEL BARS AT LEAST 3 INCHES (8 CM) FROM THE EDGE OF THE REPAIR AREA AND AT LEAST ONE BAR SPACING APART AT CORNERS OF INTERSECTING JOINTS.
12. OIL THE EXPOSED ENDS OF DOWEL BARS PRIOR TO BACKFILLING REPAIR AREA WITH CONCRETE.
13. INSTALL NONABSORBENT BOARD OR OTHER APPROVED MATERIAL WITHIN THE LIMITS OF THE JOINT SEAL RESERVOIR (STEP 1). THE NONABSORBENT BOARD WILL BE A STANDARD 1/2 INCH (13 MM) ASPHALT IMPREGNATED FIBER-BOARD. FOR JOINTS WIDER THAN 1/2 INCH (13 MM), ADJUST THE WIDTH OF THE NONABSORBENT BOARD TO FIT THE JOINT WIDTH.
14. FILL THE REPAIR AREA WITH CONCRETE AND CONSOLIDATE WITH A VIBRATOR. USE CONCRETE MEETING THE REQUIREMENTS OF IDOT M-4 PCC MAINTENANCE MIX FOR PAVEMENTS.
15. FINISH THE SURFACE TO MATCH THE EXISTING SURFACE.
16. SPRAY WITH CURING COMPOUND PER ASTM C309.
17. REMOVE THE NONABSORBENT BOARD OR OTHER APPROVED MATERIAL (STEP 2) AND PLACE JOINT SEALANT PER ASTM D6690 (STEP 3).
18. THOROUGHLY CLEAN THE WORK AREA BEFORE OPENING THE PAVEMENT TO AIRCRAFT TRAFFIC.
19. DO NOT ALLOW TRAFFIC UNTIL THE CONCRETE HAS CURED.



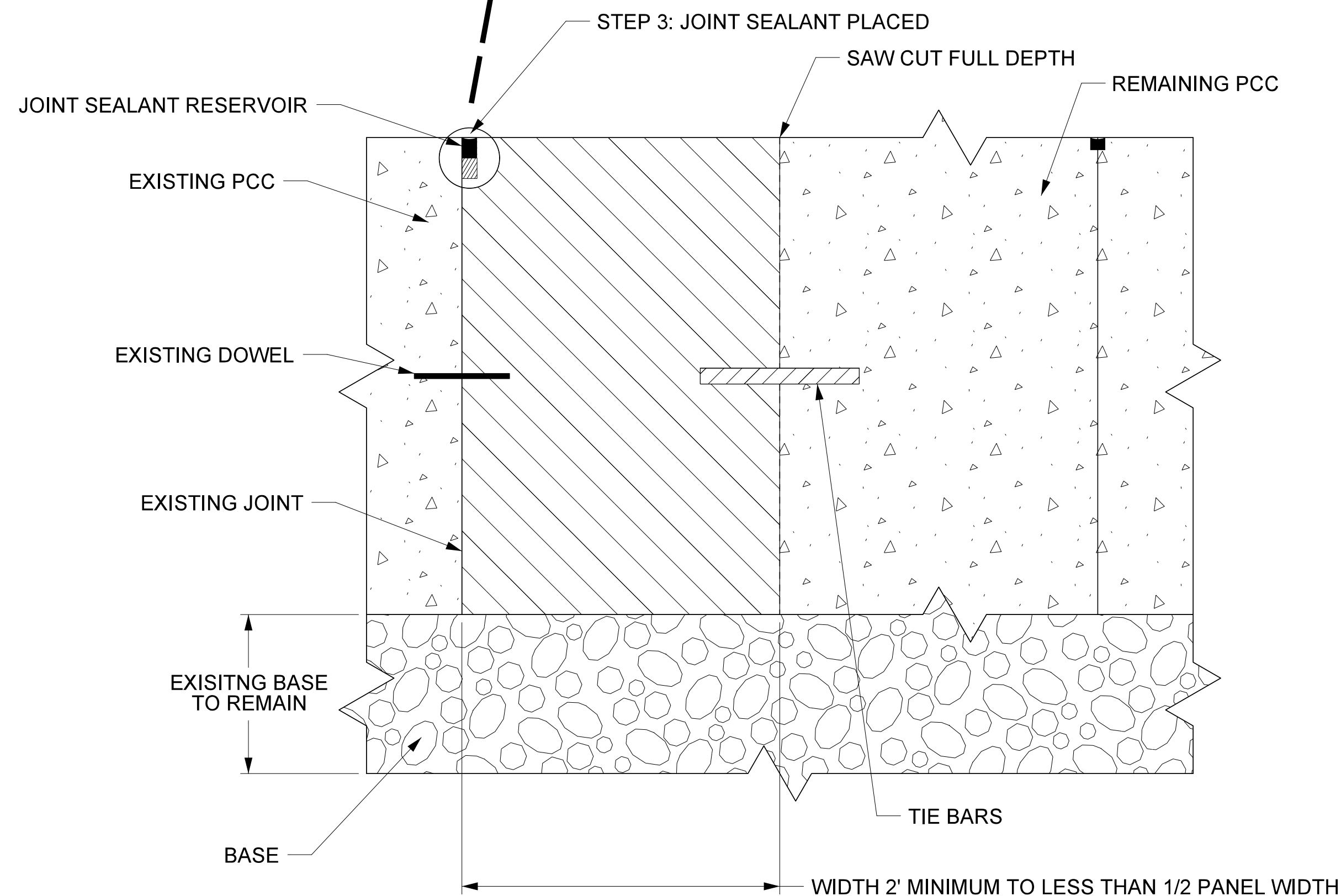
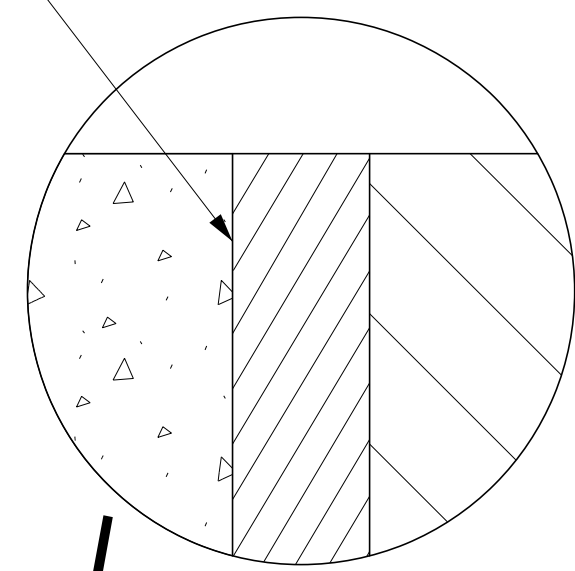
REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

PATCHING DETAILS

DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	20

STEP 1: JOINT FILLER NON-ABSORBENT MATERIAL INSTALLED TO TOP OF EXISTING SLAB BEFORE PLACING PATCH MATERIAL.

STEP 2: JOINT FILLER NON-ABSORBENT MATERIAL IS REMOVED TO FORM JOINT SEALANT RESERVOIR BEFORE SEALANT IS PLACED (STEP 3).



FULL DEPTH REPAIR IN RIGID PAVEMENT - PARTIAL SLAB REPLACEMENT

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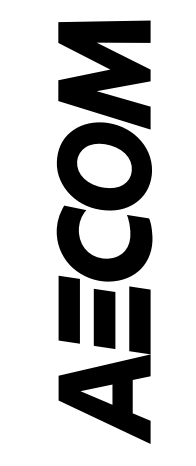
REPAIR PROCEDURE:

1. REVIEW THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). ENSURE ALL PAVEMENT CLOSURES HAVE ALL REQUIRED ITEMS IN PLACE, SUCH AS LIGHTED XS, BARRICADES, ETC.; AND ALL NOTAMS HAVE BEEN ISSUED FOR AFFECTED AREAS OF THE AIRFIELD.
2. MARK THE LIMITS OF THE AREA TO BE REPAIRED.
3. MAKE A FULL-DEPTH SAW CUT ALONG THE CONSTRUCTED JOINTS AT LEAST 2 FEET (0.6 M) BEYOND THE LIMITS OF THE DAMAGED PAVEMENT AND MAKE A SAW CUT PERPENDICULAR TO THE CONSTRUCTED JOINTS FROM THESE POINTS ACROSS THE WIDTH OF THE PAVEMENT PANEL. SEE FIGURE A-4.
 - IF DOWELS OR TIE BARS WILL BE EXPOSED AND SAVED, SAW EDGES FULL DEPTH JUST BEYOND THE END OF THE DOWELS OR TIE BARS. CAREFULLY SAW JOINTS ON THE JOINT LINE TO WITHIN 1 INCH (2.5 CM) OF THE DEPTH OF THE DOWEL OR TIE BAR. CAREFULLY BREAK UP AND REMOVE THE NARROW STRIPS OF CONCRETE ALONG DOWELED EDGES USING LIGHT 30 POUND (14 KG) OR LESS JACKHAMMERS, OR OTHER APPROVED EQUIPMENT.
 - IF DOWELS OR TIE BARS ARE TO BE CUT AND REPLACED, MAKE A FULL DEPTH SAW CUT ALONG THE CONSTRUCTED JOINT CUTTING THE DOWELS AND TIE BARS.
4. IF DOWELS OR TIE BARS ARE PRESENT ALONG ANY EDGES, EITHER OF THE FOLLOWING OPTIONS IS ACCEPTABLE:
 - 5. TAKE CARE TO PREVENT DAMAGE TO THE DOWELS, TIE BARS, OR TO CONCRETE THAT REMAINS IN PLACE.
 - 6. MAKE ADDITIONAL SAW CUTS WITHIN THE LIMITS OF THE REPAIR AREA, DIVIDING THE REPAIR AREA INTO QUARTERS.
 - 7. USE LIGHT WEIGHT EQUIPMENT, I.E., JACKHAMMERS LESS THAN 30 POUNDS (14 KG), HAND TOOLS, ETC., TO REMOVE THE DAMAGED PCC PAVEMENT. WORK FROM INSIDE THE SAW CUT TOWARD THE INTERIOR OF THE AREA BEING REMOVED TO PREVENT DAMAGE TO THE PAVEMENT REMAINING.
 - 8. REMOVE BY HAND ALL LOOSE MATERIAL AND VACUUM TO MINIMIZE ANY DISTURBANCE TO THE SUBGRADE OR BASE MATERIALS.
 - 9. RESTORE SUBGRADE OR BASE MATERIAL IF REQUIRED.
 - 10. INSTALL DEFORMED TIE-BARS IN THE FACE OF THE PARENT PANEL BY DRILLING HORIZONTAL HOLES IN TO THE FACE AND USING AN EPOXY BONDING AGENT.
 - 11. IF EXISTING DOWEL BARS HAVE BEEN CUT AND REMOVED, INSTALL DOWEL BARS OF THE TYPE AND SIZE OF THE EXISTING DOWEL BARS IN THE JOINTS THAT ARE PARALLEL TO THE DIRECTION OF TRAFFIC. ON APRONS AND AREAS WHERE TRAFFIC MAY BE OBLIQUE TO JOINTS, INSTALL DOWELS IN BOTH JOINT FACES.
 - 12. INSTALL DOWELS BY DRILLING AND EPOXYING INTO THE PCC PAVEMENT AT LEAST 3 INCHES (8 CM) FROM THE LOCATION OF THE EXISTING CUT DOWELS. SPACE DOWEL BARS AT LEAST 3 INCHES (8 CM) FROM THE EDGE OF THE REPAIR AREA AND AT LEAST ONE BAR SPACING APART AT CORNERS OF INTERSECTING JOINTS.
 - 13. OIL THE EXPOSED ENDS OF DOWEL BARS PRIOR TO BACKFILLING REPAIR AREA WITH CONCRETE.
 - 14. INSTALL NONABSORBENT BOARD OR OTHER APPROVED MATERIAL WITHIN THE LIMITS OF THE JOINT SEAL RESERVOIR (STEP 1). THE NONABSORBENT BOARD WILL BE A STANDARD 1/2 INCH (13 MM) ASPHALT IMPREGNATED FIBER-BOARD. FOR JOINTS WIDER THAN 1/2 INCH (13 MM), ADJUST THE WIDTH OF THE NONABSORBENT BOARD TO FIT THE JOINT WIDTH.
 - 15. FILL THE REPAIR AREA WITH CONCRETE AND CONSOLIDATE WITH A VIBRATOR. USE CONCRETE MEETING THE REQUIREMENTS OF IDOT M-4 PCC MAINTENANCE MIX FOR PAVEMENTS.
 - 16. FINISH THE SURFACE TO MATCH THE EXISTING SURFACE.
 - 17. SPRAY WITH CURING COMPOUND PER ASTM C309.
 - 18. REMOVE THE NONABSORBENT BOARD OR OTHER APPROVED MATERIAL (STEP 2) AND PLACE JOINT SEALANT PER ASTM D6690 (STEP 3).
 - 19. THOROUGHLY CLEAN THE WORK AREA BEFORE OPENING THE PAVEMENT TO AIRCRAFT TRAFFIC.
 - 20. DO NOT ALLOW TRAFFIC UNTIL THE CONCRETE HAS CURED.

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REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 OELWEIN MUNICIPAL AIRPORT OELWEIN, IOWA		
PATCHING DETAILS		
DATE	MARCH 15, 2022	
PROJECT NO	60676643	
FILENAME		
SHEET NO		
DRAWING NO	21	

DRN	NOB	DES	ADH	CHK	DBH	APP

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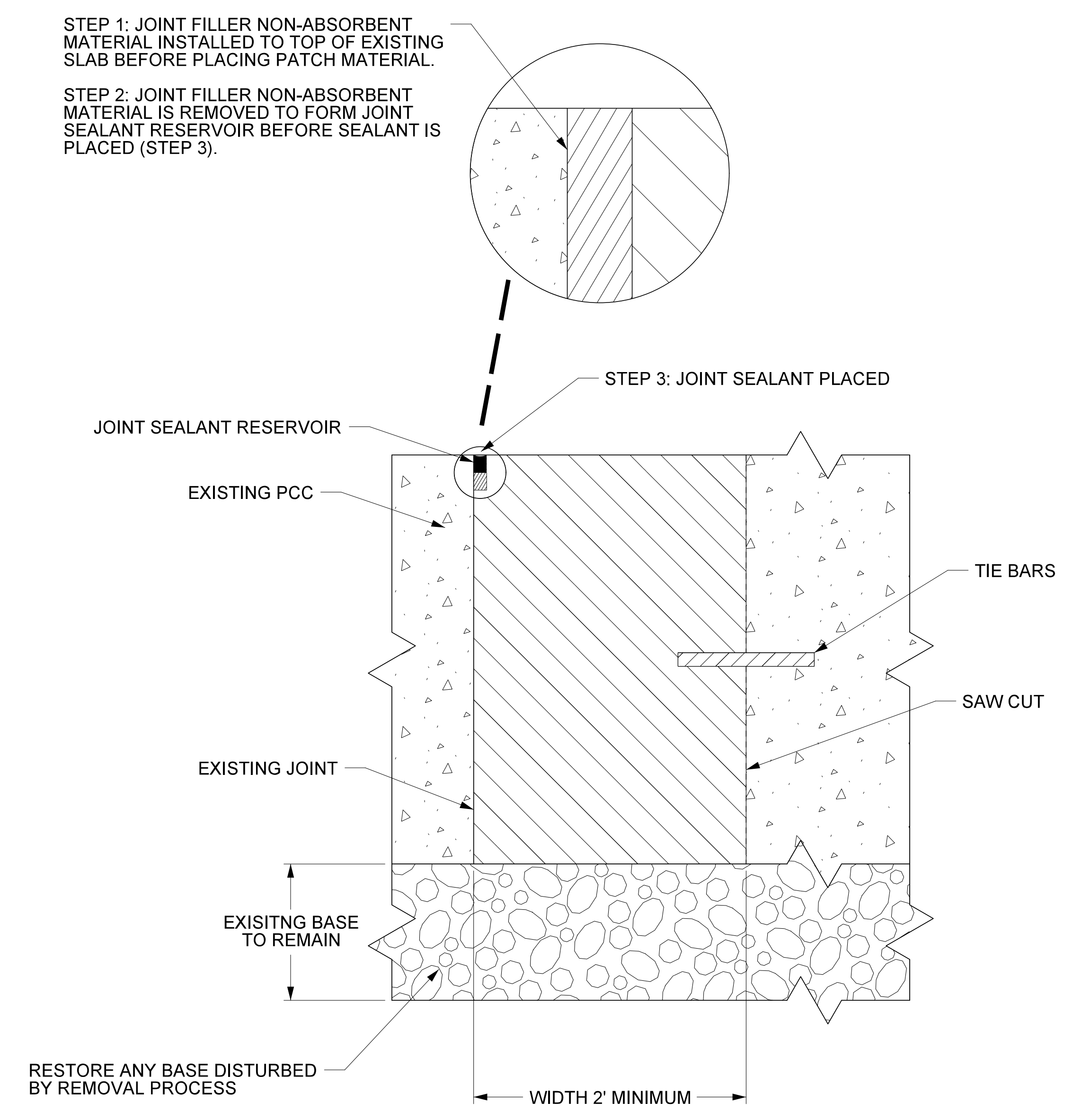
REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

PATCHING DETAILS

DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	22

REPAIR PROCEDURE:

1. REVIEW THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). ENSURE ALL PAVEMENT CLOSURES HAVE ALL REQUIRED ITEMS IN PLACE, SUCH AS LIGHTED XS, BARRICADES, ETC.; AND ALL NOTAMS HAVE BEEN ISSUED FOR AFFECTED AREAS OF THE AIRFIELD.
2. MARK THE LIMITS OF THE AREA TO BE REPAIRED. FOR CORNER BREAKS THE REPAIR AREA SHOULD BE SQUARE.
3. MAKE A FULL-DEPTH SAW CUT ALONG THE CONSTRUCTED JOINTS AT LEAST 2 FEET (0.6 M) BEYOND THE LIMITS OF THE BREAK AND MAKE SAW CUTS PERPENDICULAR TO THE CONSTRUCTED JOINTS FROM THESE POINTS UNTIL THEY INTERSECT. SEE FIGURE A-4.
4. IF DOWELS OR TIE BARS PRESENT ALONG ANY EDGES ARE CUT AND REPLACED, MAKE A FULL DEPTH SAW CUT ALONG THE CONSTRUCTED JOINT CUTTING THE DOWELS AND TIE BARS.
5. TAKE CARE TO PREVENT DAMAGE TO REMAINING DOWELS, TIE BARS, OR CONCRETE.
6. USE LIGHT WEIGHT EQUIPMENT, I.E., JACKHAMMERS LESS THAN 30 POUNDS (14 KG), HAND TOOLS, ETC., TO REMOVE THE REMAINING DAMAGED PCC PAVEMENT. WORK FROM INSIDE THE SAW CUT TOWARD THE EDGE OF THE SLAB OF THE AREA BEING REMOVED TO PREVENT DAMAGE TO THE PAVEMENT REMAINING.
7. REMOVE BY HAND ALL LOOSE MATERIAL AND VACUUM TO MINIMIZE ANY DISTURBANCE TO THE SUBGRADE OR BASE MATERIALS.
8. RESTORE SUBGRADE OR BASE MATERIAL IF REQUIRED.
9. INSTALL DEFORMED TIE-BARS IN EACH FACE OF THE PARENT PANEL BY DRILLING HORIZONTAL HOLES INTO THE FACE AND USING AN EPOXY BONDING AGENT.
10. INSTALL NONABSORBENT BOARD OR OTHER APPROVED MATERIAL WITHIN THE LIMITS OF THE JOINT SEAL RESERVOIR (STEP 1). THE NONABSORBENT BOARD WILL BE A STANDARD 1/2 INCH (13 MM) ASPHALT IMPREGNATED FIBER-BOARD OR OTHER APPROVED MATERIAL. FOR JOINTS WIDER THAN 1/2 INCH (13 MM), ADJUST THE WIDTH OF THE NONABSORBENT BOARD TO FIT THE JOINT WIDTH.
11. FILL THE REPAIR AREA WITH CONCRETE AND CONSOLIDATE WITH A VIBRATOR. CONCRETE SHOULD MEET THE REQUIREMENTS OF IDOT M-4 PCC MAINTENANCE MIX FOR PAVEMENTS.
12. FINISH THE SURFACE TO MATCH EXISTING PAVEMENT.
13. SPRAY WITH CURING COMPOUND PER ASTM C309.
14. REMOVE THE NONABSORBENT BOARD (STEP 2) AND PLACE JOINT SEALANT PER ASTM D6690 AND MANUFACTURER'S REQUIREMENTS (STEP 3).
15. DO NOT ALLOW TRAFFIC UNTIL THE PATCH HAS CURED.
16. COMPLETELY CLEAN THE WORK AREA BEFORE OPENING THE PAVEMENT TO AIRCRAFT TRAFFIC.



A FULL DEPTH REPAIR IN RIGID PAVEMENT - CORNER BREAK
NOT TO SCALE

Plotted by: AECOM Des Moines, Iowa
Printed from MicroStation V8i
3/15/2022, 10:11:57 AM
Design File: \\na.aecomnet.com\is\AMER\Waterloo-US\WAT11DCS\Projects\TRN160676643_OLZ_Pavement_Rehab\900_CAD_GIS\910_CAD\20-SHEETS\PATCHING DETAILS.dgn - Model Patching Details 4

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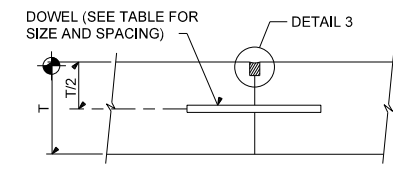


REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

JOINTING DETAILS

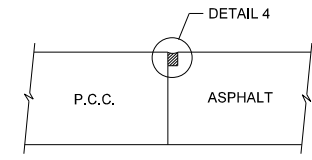
DATE	MARCH 15, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	133

CONSTRUCTION JOINTS

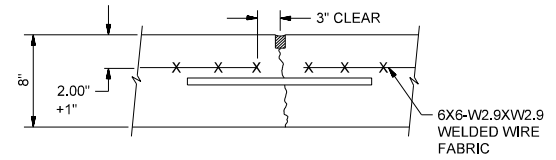


TYPE E - DOWELED
NOT TO SCALE

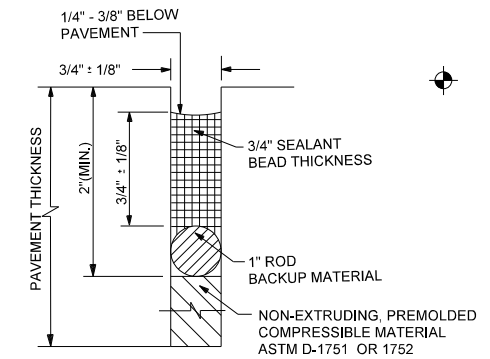
* JOINT TYPE TO BE USED AS TRANSVERSE JOINT AT END OF EACH DAYS POUR OR WHERE ANY HEADER HAS BEEN REQUIRED.



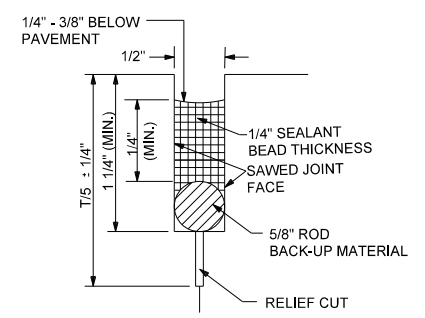
P.C.C. TO ASPHALT
NOT TO SCALE



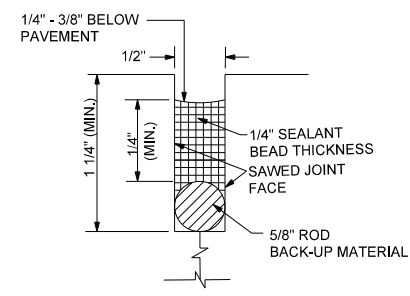
WELDED WIRE FABRIC DETAIL
NOT TO SCALE



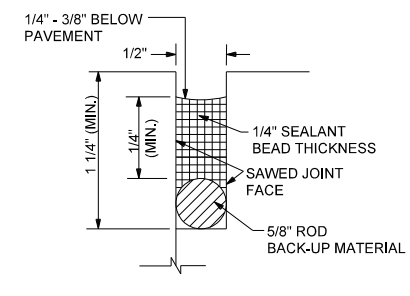
DETAIL 1
NOT TO SCALE



DETAIL 2
NOT TO SCALE



DETAIL 3
NOT TO SCALE

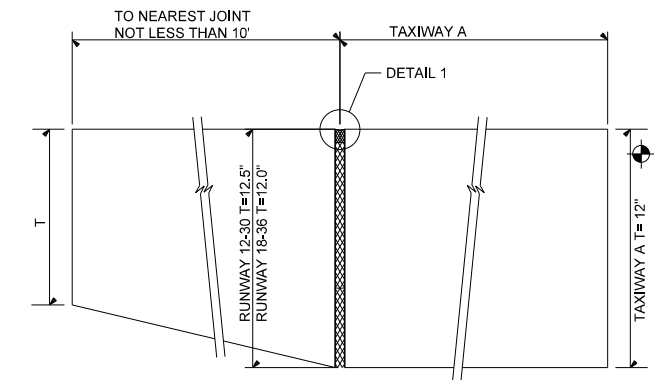


DETAIL 4
NOT TO SCALE

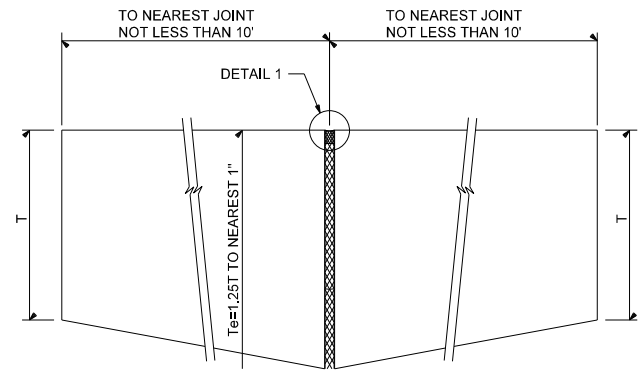
NOTE: ALL DOWEL BARS AND DEFORMED TIE BARS SHALL BE EPOXY COATED.

NOTE: ACTUAL JOINT ASPECT RATIO SHOULD BE ADJUSTED TO MEET SPECIFIC JOINT SEALANT MANUFACTURER'S REQUIREMENTS.

ISOLATION JOINTS

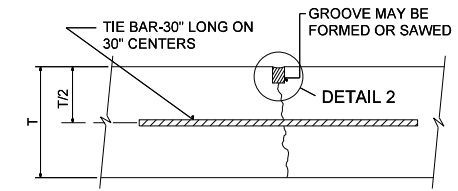


TYPE 1/2 A - EXPANSION
NOT TO SCALE

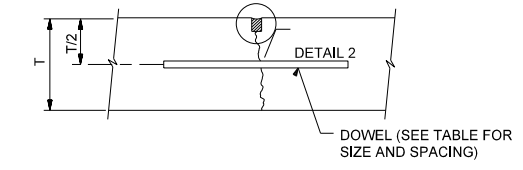


TYPE A - EXPANSION
NOT TO SCALE

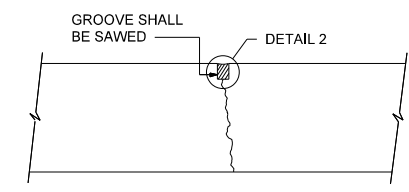
CONTRACTION JOINTS



TYPE B - HINGED
NOT TO SCALE



TYPE C - DOWELED
NOT TO SCALE



TYPE D - DUMMY
NOT TO SCALE

DOWEL TABLE

PAVEMENT THICKNESS T(IN.)	DOWEL SIZE AND SPACING		
	DIAMETER	LENGTH	SPACING
5.0'	5/8"	18"	12"

PCC THICKNESS

ALL	T = 5.0"
-----	----------



Oelwein Municipal Airport Rehabilitate Runway, Taxiway and Apron

FAA AIP Project #3-19-0067-012

Prepared For:
City of Oelwein
20 - 2nd Avenue SW
Oelwein, Iowa 50662

Prepared By:

AECOM
500 SW 7th Street, Suite 301
Des Moines, Iowa 50309

AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

March 15 2022

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
REHABILITATION RUNWAY, TAXIWAY AND APRON
AT THE
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA
FAA AIP PROJECT NO. 3-19-0067-012

Prepared For:
City of Oelwein, Iowa

Prepared By:
AECOM

March 15, 2022


	<p>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.</p>
	<p><i>David B. Hughes</i> March 15, 2022 DAVID B. HUGHES, PE Date</p> <p>License No. 13037</p> <p>My license renewal date is December 31, 2023.</p> <p>Pages or sheets covered by this seal:</p> <p>_____</p> <p>_____</p>

TABLE OF CONTENTS

<u>Contents</u>	<u>Page</u>
NOTICE TO BIDDERS	N-1-7
NOTICE OF PUBLIC HEARING/NOTICE TO BIDDERS	NPH-1
PROPOSAL FORM	P-1-7
BID BOND.....	P-8
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER.....	P-9
NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR.....	P-10
STATEMENT OF INTENT	P-11
BIDDER'S INFORMATION SHEET	P-12
SYNOPSIS OF EXPERIENCE RECORD.....	P-13
UTILIZATION STATEMENT	P-14
LETTER OF INTENT.....	P-15
BUY AMERICAN CERTIFICATION	P-16-17
BUY AMERICAN WAIVER REQUEST.....	P-18-19
BUY AMERICAN CONFORMANCE LISTING.....	P-20
CONTRACT.....	C-1-3
PERFORMANCE BOND	C-5-6
PAYMENT BOND.....	C-7-8
GENERAL PROVISIONS	G-1-54
Section 10 - Definition of Terms	G-1-4
Section 20 - Proposal Requirements and Conditions	G-5-8
Section 30 - Award and Execution of Contract.....	G-9-10
Section 40 - Scope of Work.....	G-11-14
Section 50 - Control of Work.....	G-15-20
Section 60 - Control of Materials.....	G-21-24
Section 70 - Legal Regulations and Responsibility to Public	G-25-32
Section 80 - Prosecution and Progress	G-33-38
Section 90 - Measurement and Payment.....	G-39-46
Section 105 – Mobilization.....	G-47-48
Section 110 - Method of Estimating Percentage of Material Within Specification Limits (PWL).....	G-49-54

PART 1 - LOCAL CONTRACT PROVISIONS - SPECIAL PROVISIONS.....SP-1-9

PART 2 - FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION
AND EQUIPMENT PROJECTS 1 - 30

PART 3 - FAA ADVISORY CIRCULAR 150/5370-2G - OPERATIONAL SAFETY ON
AIRPORTS DURING CONSTRUCTION..... FAA AC150/5370-2G

PART 4 - DEPARTMENT OF LABOR WAGE DETERMINATION..... W-1-6

TECHNICAL SPECIFICATIONS

C-105 Mobilization C105-1 - C105-2

P-101 Surface Preparation..... P101-1 - P101-4

P-208 Aggregate Base Course P208-1 - P208-5

P-620 Runway and Taxiway Marking P620-1 - P620-5

APPENDIX A – Construction Safety & Phasing Plan (CSPP)

NOTICE TO BIDDERS
for the Taking of Construction Bids
for the
REHABILITATE RUNWAY, TAXIWAY AND APRON
AT THE OELWEIN MUNICIPAL AIRPORT
in the City of Oelwein, Iowa

FAA AIP PROJECT NO. 3-19-0067-012

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at her office in the City Hall of the said City on the 21st day of April, 2022, until 10:00 a.m. local time, for the construction of the **REHABILITATE RUNWAY, TAXIWAY AND APRON**, as described in detail in the plans and specifications now on file in the Office of the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662.

OPENING OF BIDS

All proposals received will be opened in open meeting to be held in the Council Chambers in the City Hall in the City of Oelwein, Iowa, on the 21st day of April, 2022, at 10:00 a.m. local time, and the proposals will be acted upon at such later time and place as may then be fixed.

PRE-BID MEETING

A pre-bid meeting for this project will be held in the Terminal Building at the Oelwein Municipal Airport, Oelwein, Iowa, at 9:00 a.m., Local Time, on April 14, 2022.

SCOPE OF WORK

The work to be performed in this project shall include the following described improvements to the Oelwein Municipal Airport, Oelwein, Iowa:

Concrete Pavement Joint Clean and Sealing, Concrete Pavement Crack Routing and Sealing, Partial and Full Panel Portland Cement Concrete Pavement Repairs and Airfield Pavement Marking for Apron, Taxiway and Runway.”

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be completed in forty-five (45) calendar days from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages.

PAYMENTS

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the Contract value of the work completed, including materials and equipment delivered to the job site during the preceding calendar month, and will be based upon an estimate prepared on the first day of each month by the Contractor, checked by the Engineer and submitted to the City on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally completed. The balance of the five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the Specifications.

PLANS AND SPECIFICATIONS

Copies of the bid documents, including project drawings and technical specifications, are on file and may be inspected at the office of the City Clerk, City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa, and the office of AECOM, 500 SW 7th Street, Suite 301, Des Moines, Iowa 50309, or 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents, free of charge, by inputting Quest project #8151279 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

An optional paper set of project documents is available from our Waterloo AECOM office with a deposit of **\$25.00**. Said \$25.00 deposit is **fully-refundable if the Bidding Documents are returned in good condition within 14 days of the bid opening. PAYMENT SHALL BE BY CHECK ONLY.**

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest total bid.

The City reserves the right to reject any or all bids, readvertise for new bids, and to waive informalities in the bids submitted that may be in the best interest of the City.

Bids may be held by the City of Oelwein, Iowa, for a period not to exceed sixty (60) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Quantity) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Oelwein shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

Each Proposal will be accompanied in a separate labeled and sealed envelope by a certified check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or bid bond in the amount of five percent (5%) of the total amount bid, made payable to the order of the City of Oelwein, Oelwein, Iowa. The check must not contain any condition in the body or endorsement thereon. The checks or bid bonds of the two lowest Bidders will be retained until the low bidder has been designated and a Contract is approved. Other bid securities will be returned within forty-eight (48) hours after bid opening. A successful Bidder's bid security shall be forfeited to the City as liquidated damages in the event the Bidder fails or refuses to enter into a Contract within fifteen (15) days after the bids are received and post bond satisfactory to the City insuring the faithful fulfillment of the Contract. Bidder shall use the Bid Bond form provided in the Specifications.

PERFORMANCE AND PAYMENT BONDS

The successful Bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the Contract price. The bond of any surety company authorized by the Commission of Insurance of the

State of Iowa to do business in the State of Iowa, and which has filed its Certificate of Authority with the Clerk of Court, will be accepted as security for any Contract.

PREDETERMINED WAGE RATE

Predetermined wage rates shall apply to all work on this project in accordance with Iowa General Decision No. IA20220081. In addition, the Prime Contractor shall submit certified payrolls for itself and each approved subcontractor weekly to the project Engineer. The Contractor may use the Iowa DOT Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, liquidated damages will be assessed for work that is not completed according to the overall contract time at a rate of \$500.00 per calendar day.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by City officials, the prime contractor, and all subcontractors, if any.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Oelwein.

SITE INSPECTION

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Oelwein shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ERRORS IN BID

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

MINIMUM WAGE RATES

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

CIVIL RIGHTS – TITLE VI ASSURANCES

The **City of Oelwein, Iowa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:
 - a. Timetables
 - b. Goals for minority participation for each trade 2.0%
 - c. Goals for female participation in each trade 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the

subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Iowa, Fayette County, and City of Oelwein.

NON-SEGREGATED FACILITIES REQUIREMENTS

1. Notice to Prospective federally-assisted construction contractors:
 - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - b. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.
2. Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:
 - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
 - b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

DISADVANTAGED BUSINESS ENTERPRISE

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of **3.4 percent** participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.

DAVIS-BACON ACT, AS AMENDED

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify that each lower tier participant of a "covered transaction" under the project is not presently debarred or

otherwise disqualified from participation in this federally-assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>.
- ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC Section 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy American Certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

DRUG-FREE WORKPLACE

The contractor and all subcontractors agree to comply with the Drug-Free Workplace Act of 1988 - 41 USC 702 through 706.

MARKING AND MAILING BIDS

Envelopes containing bids must be sealed and addressed to the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662, and marked in the upper left hand corner as follows:

Bid of _____ (Name and Address of Contractor) _____ for Rehabilitate Runway, Taxiway and Apron, Oelwein Municipal Airport, Oelwein, Iowa, FAA AIP Project No. 3-19-0067-012.

To be opened in City Hall Council Chambers at 10:00 O'clock Local Time, April 21, 2022.

Published by authority of the City of Oelwein, Iowa.

By:

Dylan Mulfinger, City Administrator

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NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract, And Estimate of Cost and the
for the
REHABILITATE RUNWAY, TAXIWAY AND APRON
AT THE OELWEIN MUNICIPAL AIRPORT
in the City of Oelwein, Iowa

F.A.A. AIP PROJECT NO. 3-19-0067-012

TO ALL TAXPAYERS OF THE CITY OF OELWEIN, IOWA, AND TO OTHER INTERESTED PERSONS:

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the above-described improvement project at **6:00 p.m. on April 25, 2022**, said hearing to be held in the Council Chambers in the City Hall, in said City.

The proposed Plans, Specifications, Form of Contract, and Estimate of Cost for said improvements heretofore are on file in the office of the City Clerk, City of Oelwein, Iowa, for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

Published by authority of the City of Oelwein, Iowa.

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**PROPOSAL FORM
FOR
IMPROVEMENTS TO THE OELWEIN MUNICIPAL AIRPORT
CONSISTING OF
REHABILITATE RUNWAY, TAXIWAY AND APRON
AT THE
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA
FAA AIP PROJECT NO. 3-19-0067-012**

Members of the City Council
City of Oelwein, Iowa
City Hall
20 Second Avenue SW
Oelwein, Iowa 50662

Council Members:

1. The undersigned hereby certifies that he has examined the Form of Contract, Plans, and Specifications for the Construction of Improvements to the Oelwein Municipal Airport consisting of **REHABILITATE RUNWAY, TAXIWAY AND APRON, FAA AIP Project No. 3-19-0067-012** and has examined the site of the work and is familiar with local conditions pertaining to the work.
2. The extent of the work involved in the **REHABILITATE RUNWAY, TAXIWAY AND APRON** includes concrete pavement joint clean and sealing, concrete pavement crack routing and sealing, partial and full panel Portland cement concrete pavement repairs and airfield pavement marking for apron, taxiway and runway and all other incidental work associated with this project.
3. The undersigned, in compliance with your Invitation for Bids dated _____, hereby proposes to do the work called for in said Contract and Specifications and shown on said Plans and Addendum Nos. _____ and to furnish all materials, tools, labor and all appliances and appurtenances necessary for the said work at the following rates and prices:

ITEMIZED PROPOSAL

**PROJECT: REHABILITATE RUNWAY, TAXIWAY AND APRON
OELWEIN MUNICIPAL AIRPORT
FAA AIP PROJECT NO. 3-19-0067-012**

ITEM No.	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	C-105	MOBILIZATION	LS	1	\$	\$
2	GP 40-05	TRAFFIC CONTROL	LS	1	\$	\$
3	P-101-5.1	PATCHES, FULL-DEPTH FINISH, FULL SLAB	SY	120.0	\$	\$
4	P-101.5.1	PATCHES, FULL-DEPTH FINISH, PARTIAL SLAB	SY	35	\$	\$
5	P-101.5.1	PATCHES, FULL-DEPTH FINISH, CORNER BREAK	SF	450	\$	\$
6	P-101-5.2	DIAMOND GRINDING	SF	1,020	\$	\$
7	P-101.5.3	SAW AND SEAL JOINTS (APRON)	LFT	8,650	\$	\$
8	P-101.5.3	SAW AND SEAL JOINTS (RUNWAY AND TAXIWAY)	LFT	58,000	\$	\$
9	P-101.5.3	ROUTE AND SEAL CRACKS	LFT	900	\$	\$

ITEM No.	SPEC. NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
10	P-208-5.1	CRUSHED AGGREGATE BASE COURSE - 6 INCH	SY	150.0	\$	\$
11	P-620.5.1	RUNWAY AND TAXIWAY MARKING	SF	29,400	\$	\$
12	P-620-5.2	REFLECTIVE MEDIA (TYPE I, GRADATION A)	LB	1,375	\$	\$
13	P-620-5.3	RUNWAY PAINT REMOVAL	SF	3,625	\$	\$
TOTAL BID PRICE						\$

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. All quantities are subject to increase or decrease and are to be performed at the unit prices stipulated herein.
5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned certifies that he has examined this schedule of wage rates and that the prices bid are based on such established wage rates.
6. The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract **three and four tenths (3.4%)** percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's that will participate in the contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. In the event that the apparent successful competitor for this solicitation qualified as a DBE, the contract goal shall be deemed to have been met. A bid that fails to meet these requirements will be considered nonresponsive.
7. The undersigned certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The undersigned agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.
8. The undersigned agrees, upon written notice of the acceptance of this bid, within sixty (60) days after the opening of the bids, that he will execute the Contract in accordance with the bid as accepted and give Contract (Performance and Payment) bond on attached forms within fifteen (15) days after the prescribed forms are presented for signature.
9. The undersigned understands, award of contract is contingent upon receipt of project funding from the Federal Aviation Administration. If funding is not received, bid bonds will be returned to all bidders and the project will be postponed.

10. The undersigned further agrees that if awarded the Contract, he will commence the work within ten (10) calendar days after the receipt of a "Notice to Proceed" and that he will substantially complete all work according to the terms of the entire contract within forty-five (45) calendar days from the date established in the Notice to Proceed. An extension of time may be allowed when extra or additional work is ordered by the Engineer.
11. The undersigned agrees that within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
- a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - b. Has 50 or more employees.
 - c. Is a prime contractor or first tier subcontractor.
 - d. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.
12. To satisfy Clear Air and Water Pollution Control Requirements on all Construction Contracts and Subcontracts exceeding \$100,000.00 Contractors and Subcontractors agree:
- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
 - c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
 - d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.
13. The contractor, by submission of this offer and/or execution of a contract, certifies that it:
- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States trade Representative (USTR);
 - b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 - c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor

may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

14. The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/proposal.
15. As an evidence of good faith in submitting this Proposal, the undersigned encloses bid security in the amount of five (5) percent of the bid which, in case he refuses or fails to accept an award and to enter into a Contract and file the required bonds within the prescribed time, shall be forfeited to the Oelwein Municipal Airport as liquidated damages.
16. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
17. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
18. The undersigned hereby declares that the only parties interested in this Proposal are named herein, that this Proposal is made without collusion with any other person, firm or corporation, that no member of the Council, Oelwein Municipal Airport or agent of the City of Oelwein, Iowa, is directly or indirectly financially interested in this bid.
19. In submitting this bid, it is understood that the right to reject any and all bids has been reserved and that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
20. Contractor certifies that all employees employed by Contractor or any subcontractor working on behalf of the Contractor are in compliance with the Immigration Reform Control Act of 1986 (IRCA) and indemnifies the Owner and holds harmless Owner for any violations of IRCA as a result of the Contractor's employees or his subcontractor's employees working on behalf of the Contractor on the Owner's project.
21. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a member of Congress in Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- c. The Undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$200,000 for each such failure.

22. Buy American Certificate (Title 49 U.S.C. Chapter 501)

The contractor agrees to comply with 49 USC Section 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America Certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

23. Drug Free Workplace, Act of 1988.

- a. By submission of this offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing, for contracts of 30 calendar days or more performance duration;) or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--
 - (1) Publish a statement notifying such employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph a.(1) of this provision;
 - (4) Notify such employees in writing in the statement required by subparagraph a.(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--
 - (a) Abide by the terms of the statement; and

- (b) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision a.(4) (b) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision a.(4)(b) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - (a) Take appropriate personnel action against such employee, up to and including termination; or
 - (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs a.(1) through a.(6) of this provision.

- b. By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that other offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- c. Failure of the offeror to provide the certification required by paragraphs a. or b. of this provision, renders the offeror unqualified and ineligible for award. [See FAR 9.104-1(g) and 19.602-1a.(2)(a)].
- d. In addition to other remedies available to the Government, the certification in paragraphs a. or b. of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, Section 1001.

24. Attachment to This Bid. The following documents are attached to and made a part of this Bid:

- a. Bid Guaranty in the form of _____.
- b. Non-Collusion Affidavit of Prime Bidder.
- c. Statement of Intent – Non-Discrimination and Equal Opportunity Statement.
- d. Buy American Certification Statement.
- e. Bidder's Information Sheet.
- f. Synopsis of Experience Record. (IDOT Certification may be substituted.)
- g. Completed DBE forms "Utilization Statement" and "Letter of Intent."

25. The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Joint-venture: all parties must join-in and execute all documents
- Other _____

Respectfully submitted,

Bidder

By: _____

Signature

Title

Address

(Include Zip Code)

Telephone No.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____⁸ Surety are held and firmly bound unto the City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa 50662, hereinafter call "Owner", in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated _____, 20__, for **Rehabilitate Runway, Taxiway and Apron.**

NOW, THEREFORE,

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

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

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

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

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

_____(Seal)
Witness

Principal
By _____(Title)

_____(Seal)

Surety
By _____
(Attorney-In-Fact)

Attach Power-Of-Attorney

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) _____ of

_____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Oelwein, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Title

My Commission Expires _____, 20_____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
(To Be Submitted After Bid But Prior to Award)

State of _____)ss
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Oelwein, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn to before me

this _____ day of _____, 20_____.

Title

My Commission Expires _____, 20_____.

STATEMENT OF INTENT

NONDISCRIMINATION

AND

EQUAL OPPORTUNITY STATEMENT

The Contractor does hereby certify to the City of Oelwein, Iowa, that no person shall, in any way, be favored or discriminated against because of his race, political or religious opinions and affiliations, national origins, sex, age, sexual orientation, gender identity, disability, color, creed, marital status, employee union or association membership or office herein.

If selected as the successful bidder, this contractor hereby agrees to file either a nondiscrimination and equal opportunity statement and/or an Affirmative Action Program.

Improvements to the Oelwein Municipal Airport consisting of
Rehabilitate Runway, Taxiway and Apron
FAA AIP Project No. 3-19-0067-012

COMPANY

EXECUTIVE OFFICER

AFFIRMATIVE ACTION OFFICER

ADDRESS OF THE AFFIRMATIVE ACTION OFFICER

PHONE NUMBER _____

BIDDER'S INFORMATION SHEET

A. BIDDER'S CAPACITY: (Check One)

- 1. Individual
- 2. Co-Partnership
- 3. Corporation

B. (IF ITEM 2 IS CHECKED, COMPLETE THE FOLLOWING)

State of _____

Names and Addresses of Partners

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

C. (IF ITEM 3 IS CHECKED, COMPLETE THE FOLLOWING)

State of Incorporation _____

Names and Addresses of Officers:

President _____

Secretary _____

Treasurer _____

SYNOPSIS OF EXPERIENCE RECORD

(This synopsis must accompany Proposal Form.)

Name of Bidder _____

Business Address _____

Individual () Partnership () Corporation () (Check One.)

Construction successfully completed within past five years similar in size, scope, and difficulty of construction to the work bid upon.

	<u>Name of Owner</u>	<u>Name of Project</u>	<u>Location of Project</u>	<u>Amount of Contract</u>
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____

	<u>Number of Contract Days Allowed for Above Projects</u>	<u>Actual Number of Days to Complete above Project</u>
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

(Signed) _____
Name of Company

(By) _____

(TITLE) _____

Date _____

UTILIZATION STATEMENT

Disadvantage Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- The bidder/offeror is committed to a minimum of _____% DBE utilization on this contract.**
- The bidder/offeror, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Bidder's/Offeror's Firm Name

Signature

Date

DBE UTILIZATION SUMMARY

<u>Percentage</u>	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

Note: If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Firm: DBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: (____) _____

DBE Certifying Agency: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: ___%

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

BUY AMERICAN CERTIFICATION FORM FOR MANUFACTURED PRODUCTS

(Non-building projects such as airfield/roadway construction, equipment acquisition, etc.)

As a matter of bid responsiveness, the Bidder or Offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or Offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- The Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or Offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product.
3. To furnish US domestic product for any waiver request that the FAA rejects.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or Offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Instructions for Permissible Waivers

Section 50101(b)(1) Waiver:

The bidder may not request a waiver based upon the best interests of the public. The FAA Office of Airports publishes such waivers at: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

Section 50101(b)(2) Waiver:

The bidder may not request a waiver based upon insufficient supply of U.S. manufactured. The FAA Office of Airports publishes such waivers at:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls

Section 50101(b)(3) Waiver:

The bidder may request a waiver if 60% or more of the components are produced in the United States and final assembly occurs in the U.S. Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval.

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.
8. North America Free Trade Act (NAFTA): Free Trade Agreements such as NAFTA **do not** apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.
9. Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls. Bidder however shall submit a listing of any equipment it proposes to install on the project that is included on the National Buy American conformance list.

Instructions for Section 50101(b)(4) Waiver:

1. The bidder may request a waiver if application of Buy America preferences results in a 25% cost increase in the overall project. This waiver is rarely applicable. Consult the Owner before making this request.

Buy America Waiver Request

Title 49 U.S.C Section 50101 (b)(3)

For Airfield Development Projects funded under the Airport Improvement Program

COMPONENT COST CALCULATION TABLE (Type 3 Waiver)

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- Preparation of a Component Cost Calculation Table is not necessary for equipment listed on the FAA national listing: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls.
- The component breakout shall be along major components of the equipment. Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.

Equipment Type: _____

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents

Sum of US Manufactured Component/Subcomponent Costs: _____

Sum of all Equipment Components and Subcomponents: _____

Percentage of Equipment Components Manufactured in the United States: _____

Place of Final Assembly: _____

Certification Signature

Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified above. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States.

I hereby certify the above information is accurate and complete.

Bidder's Firm Name

Date

Signature

**CONTRACT
FOR
REHABILITATE RUNWAY, TAXIWAY AND APRON
AT THE
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA
FAA AIP PROJECT NO. 3-19-0067-012**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "Owner" and _____ (a corporation organized and existing under the laws of the State of _____), (a partnership consisting of _____) (an individual trading as _____) of _____, in the State of _____, hereinafter referred to as the "Contractor."

WITNESSETH: That the Contractor for and in consideration of (\$_____), based on the unit bid prices payable as set forth in the Specifications constituting a part of this Contract, hereby agrees to construct in accordance with the Plans, Specifications and Special Provisions therefore, and in the location designated on the Plans, the various items of work awarded said Contractor on the ____ day of _____, 2022, as follows, being numbered _____ as shown in schedule of prices bid in the attached Proposal which is a part of this Contract.

Said Specifications and Plans are hereby made a part of and the basis of this Agreement and a true copy of said Plans and Specifications is now with the City of Oelwein in the office of the City Administrator, Oelwein, Iowa, under date of _____, 2022.

1. That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the Specifications, the amounts set forth, subject to the conditions as set forth in the Specifications.
2. That it is understood that the parties named herein are the only persons interested in this Contract.
3. That the Contractor has examined the site of the proposed work, Plans, Specifications, Special Provisions and Contract Documents in order that he might become familiar with the character, quality and quantity of the work to be performed, the materials to be furnished and the requirements of the Specifications, Special Provisions and Contract Documents.
4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" as the same are listed and described in Paragraph 1.02 of the Special Provisions and said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and that this contract is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."
5. That in the event any surety upon any bond furnished in connection with this Contract becomes unacceptable to the Owner, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.
6. That the Contractor shall not commence any work to be performed under this Contract until he has obtained from responsible insurance companies, all insurance required, as set forth in the General Provisions and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this Contract has been accepted by the Owner.
7. That the Contractor shall not start working on any alterations requiring a supplemental agreement until the agreement setting forth the adjusted price shall be executed by the Owner and the Contractor.
8. That the Contractor, at all times, shall observe and comply with all federal, state, territory or possession and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Contractor and

his surety shall indemnify and save harmless the Owner and all his officers, Engineer, agents and servants against claims or liability arising from or based on the violation of any such law, ordinance, deregulation, order or decree, whether by himself or his employees.

9. That it is further understood and agreed by the parties to this Contract that the above work shall be commenced within 10 days after "Notice to Proceed" is issued and shall be completed within forty-five (45) calendar days, and that the time of commencing and completion of said work is the essence of this Contract.
10. The Contractor understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work.
11. The Contractor and Owner understand and agree that time is of essence for completion of the Work and that the Owner will suffer additional expense and financial loss if said work is not completed within the authorized Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$500.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the Contractor understands and agrees that:

- a. the Owner has the right to deduct from any moneys due the Contractor, the amount of said liquidated damages;
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.
12. The Contractor understands and agrees that all certifications made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein. The Contractor further certifies the following:
 - a. Certification of Eligibility (29 CFR Part 5.5)
 - (1) By Entering into this contract, the Contractor certifies that neither he or she nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
 - b. Certification of Non-Segregated Facilities

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors

for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

- 13. It is further understood that any action in court against the Contractor or sureties on his bond because of damage to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the Specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa in and for Fayette County.
- 14. Second Party shall maintain all work done hereunder in good order for a period of 12 months from and after the date it is accepted by the City of Oelwein, Iowa, which maintenance shall be without expense to First Party or the abutting property. In the event of the failure or default of Second Party to remedy any or all defects appearing in said work within a period of 12 months from the date of its acceptance by the City and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said City, addressed to said Contractor at the address herein given, then First Party may proceed to remedy such defects and the cost and expenses thereof may be recovered from said Second Party and the sureties on its bond by action brought in any court of competent jurisdiction, but such suit may be brought in the District Court of Fayette County, Iowa.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2022.

CITY OF OELWEIN, IOWA

By _____
Brett DeVore, Mayor

ATTEST

City Clerk

CONTRACTOR

Firm Name

By _____
Signature

Title

Business Address

Witness _____

Witness _____

Intentionally Left Blank

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, also referred to as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto the City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa 50662, as OWNER, in the full sum of _____ (\$ _____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above-bound Principal has entered into a contract with the OWNER dated the _____ day of _____, 2022, for the construction of **Rehabilitate Runway, Taxiway and Apron, FAA Project No. 3-19-0067-012**, including concrete pavement joint clean and sealing, concrete pavement crack routing and sealing, partial and full panel Portland cement concrete pavement repairs and airfield pavement marking for apron, taxiway and runway and all other incidental work associated with this project.

NOW, THEREFORE, the conditions of this obligation are such that if the above-bound PRINCIPAL shall faithfully and fully comply with the terms and conditions of said contract, including, but not limited to, any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alternations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the OWNER harmless against any claims for using any form of material, process, composition or anything which is patented, and likewise indemnify and save the OWNER harmless against all claims for damages by reason or any default or negligence, want of skill or care on the part of said PRINCIPAL or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise of full force and effect.

PROVIDED, further than upon either the default of the PRINCIPAL, or the failure of the said PRINCIPAL to promptly and efficiently prosecute said Work, in any respect, in accordance with the Contract Documents, the above bound SURETY shall either remedy the default of the PRINCIPAL or shall take charge of said Work and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of the funds in the hands of said OWNER due under said contract.

It shall be the duty of the SURETY to give an unequivocal notice in writing to the OWNER within ten (10) days after receipt of a declaration of default of the SURETY'S election either to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the SURETY shall indicate the date on which the remedy or performance will commence, and it shall be the duty of the SURETY to give prompt notice in writing to the OWNER immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishings of each omitted item of work, and (d) the performance of the contract. The SURETY shall not asset solvency of its PRINCIPAL as justification for its failure to promptly remedy the default or defaults or perform the contract.

In the event said PRINCIPAL shall fail or delay the prosecution and completion of said Work and said SURETY shall also fail to act promptly as hereinabove provided, then the OWNER shall cause ten (10) days notice of such failure to be given, both to said PRINCIPAL and SURETY, and at the expiration of said ten (10) days, if said PRINCIPAL or SURETY do not proceed promptly to execute said Contract, the OWNER shall have the authority to cause said Work to be done and when the same is completed and the cost thereof estimated, the said PRINCIPAL and SURETY shall and hereby agree to pay any excess in the cost of said Work above the agreed price to be paid under said Contract.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said PRINCIPAL and SURETY.

The said PRINCIPAL and SURETY further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract including, but not limited to, all repair and replacement costs necessary to rectify construction error, architectural and engineering costs and fees, all (but not limited to) consultant fees, all testing and laboratory fees, and all legal fees and litigation costs incurred by the OWNER.

The decision of the OWNER, upon any disputed question connected with the execution of said Contract, or any failure or delay in the prosecution of the Work by said PRINCIPAL or SURETY, shall be final and conclusive.

The SURETY agrees that, other than as is provided in this bond, it may not demand of the OWNER the OWNER shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (3) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the OWNER to be done under the contract documents.

IN WITNESS WHEREOF, the SURETY and PRINCIPAL have executed this instrument under their several seals this _____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the Presence of:

PRINCIPAL:

Witness

By:

SURETY:

Witness

By:

- NOTE:
- (a) Where the Performance Bond is executed by an attorney-in-fact, there shall be attached to each copy of the Bond a certified copy of Power of Attorney properly executed and dated.
 - (b) Each copy of the Bond shall be countersigned by an authorized agent of the bonding company licensed to do business in the State of Iowa. The title of the person countersigning the Bond shall appear after his or her signature.
 - (c) The seal of the bonding company shall be attached to each copy of the bond.
 - (d) The Contractor's signature on the bond shall correspond with the signature in the contract.
 - (e) The bond shall be accompanied by a corporate resolution (which may be combined with the corporate resolution granting the signing officer authority to execute contracts) granting the corporate officer who executes the Bond the authority to do so.
 - (f) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Iowa.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as PRINCIPAL, also referred to as CONTRACTOR, and _____, as SURETY, are held and firmly bound unto City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa 50662, as OWNER, in the full sum of _____ (\$ _____), for the use and protection of said OWNER and all subcontractors and all persons supplying labor, materials, machinery and equipment for the performance of the work provided for in the contract hereinafter referred to, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the above-bound Principal has entered into a contract with the OWNER dated the ____ day of _____, 2022, for the construction of **REhabilitate Runway, Taxiway and Apron, FAA Project No. 3-19-0067-012**, including concrete pavement joint clean and sealing, concrete pavement crack routing and sealing, partial and full panel Portland cement concrete pavement repairs and airfield pavement marking for apron, taxiway and runway and all other incidental work associated with this project.

NOW, THEREFORE, the condition of this obligation is such that if the above-bound PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. The said SURETY to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration of alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.
2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said contract.

Signed and sealed this _____ day of _____, 2022.

IN THE PRESENCE OF:

PRINCIPAL:

Witness

By:

SURETY:

Witness

By:

- NOTE:
- (a) Where the Payment Bond is executed by an attorney-in-fact, there shall be attached to each copy of the Bond a certified copy of Power of Attorney properly executed and dated.
 - (b) Each copy of the Bond shall be countersigned by an authorized agent of the bonding company licensed to do business in the State of Iowa. The title of the person countersigning the Bond shall appear after his or her signature.
 - (c) The seal of the bonding company shall be attached to each copy of the bond.
 - (d) The Contractor's signature on the bond shall correspond with the signature in the contract.
 - (e) The bond shall be accompanied by a corporate resolution (which may be combined with the corporate resolution granting the signing officer authority to execute contracts) granting the corporate officer who executes the Bond the authority to do so.
 - (f) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Iowa.

GENERAL PROVISIONS

General Provisions

Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 Access road. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 Advertisement. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 Airport Improvement Program (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-05 Air operations area (AOA). For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 Airport. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM International (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

10-08 Award. The Owner's notice to the successful bidder of the acceptance of the submitted bid.

10-09 Bidder. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-10 Building area. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 Calendar day. Every day shown on the calendar.

10-12 Change order. A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.

10-13 Contract. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.

10-14 Contract item (pay item). A specific unit of work for which a price is provided in the contract.

10-15 Contract time. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 Contractor. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 Contractor's laboratory. The Contractor's quality control organization in accordance with the Contractor Quality Control Program.

10-18 Construction Safety and Phasing Plan (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

10-19 Drainage system. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-20 Engineer. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering ~~inspection~~ observation of the contract work and acting directly or through an authorized representative.

10-21 Equipment. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-22 Extra work. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-23 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.

10-24 Federal specifications. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-25 Force account. Force account work is planning, engineering, or construction work done by the Sponsor's employees.

10-26 Inspector. An authorized representative of the Engineer assigned to make all necessary ~~inspections~~ observations and/or tests ~~observation of tests~~ of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-27 Intention of terms. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-28 Laboratory. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as “Engineer’s Laboratory” or “quality assurance laboratory.”

10-29 Lighting. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-30 Major and minor contract items. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

10-31 Materials. Any substance specified for use in the construction of the contract work.

10-32 Notice to Proceed (NTP). A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-33 Owner. The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only.

10-34 Passenger Facility Charge (PFC). Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”

10-35 Pavement. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-36 Payment bond. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-37 Performance bond. The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-38 Plans. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-39 Project. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-40 Proposal. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-41 Proposal guaranty. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.

10-42 Runway. The area on the airport prepared for the landing and takeoff of aircraft.

10-43 Specifications. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-44 Sponsor. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

10-45 Structures. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 Subgrade. The soil that forms the pavement foundation.

10-47 Superintendent. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-48 Supplemental agreement. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-49 Surety. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-50 Taxiway. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 Work. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-52 Working day. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders).

REFER TO NOTICE OF PUBLIC HEARING/NOTICE TO BIDDERS

20-02 Qualification of bidders. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 Contents of proposal forms. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the

work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by ~~fax~~ email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.

b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **sixty (60)** ~~ninety (90)~~ calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety

bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled EXECUTION OF CONTRACT of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by “Change Orders” issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer’s opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor’s surety and separate performance and payment bonds.

40-03 Omitted items. The Engineer may, in the Owner’s best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called “Extra Work.” Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer’s opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner’s best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but

is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines,

grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and

provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Engineer for an interpretation and decision, and such decision shall be final.

LIST OF SPECIAL PROVISIONS

PART 1 - LOCAL CONTRACT PROVISIONS

PART 2 - FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION AND EQUIPMENT PROJECTS

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

50-04 Cooperation of Contractor. The Contractor will be supplied with **five** copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Engineer and his or her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his or her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his or her authorized representative.

50-05 Cooperation between contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his or her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 Construction layout and stakes. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): Acrobat pdf. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) stations for the following section locations:
 - (1) Runways – each paving lane width
 - (2) Taxiways – each paving lane width
 - (3) Holding areas – each paving lane width
- c. After finish paving operations at 50-foot (15-m) stations:
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.

e. Fence lines at 100-foot (30-m) stations minimum.

f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.

g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.

h. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).

i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 Automatically controlled equipment. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 Authority and duties of inspectors. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors are authorized to notify the Contractor or his or her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall

have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the Engineer in writing of his or her intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection: **None in Project**

60-02 Samples, tests, and cited specifications. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a

weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The Engineer or his or her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer's field office. An Engineer's field office is not required.

60-06 Storage of materials. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his or her entire expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his or her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows: **None Within Project Area**

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal aid participation. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-07 Public convenience and safety. The Contractor shall control his or her operations and those of his or her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 Barricades, warning signs, and hazard markings. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 Use of explosives. ~~The use use of explosives will not be permitted. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.~~

~~All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.~~

~~The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.~~

~~The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.~~

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described below: **in the Construction Safety and Phasing Plan (CSPP).**

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at his or her expense.

The Contractor shall make his or her own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the Engineer’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his or her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the

Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the Owners are indicated as follows: **FAA**

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his or her surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the Airport Engineer a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.]

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, his or her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his or her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least **twenty-five (25)** percent of the total contract cost.

Should the Contractor elect to assign his or her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 Limitation of operations. The Contractor shall control his or her operations and the operations of his or her subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant

communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: **identified in the Construction Safety and Phasing Plan (CSPP).**

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of

equipment other than specified in the contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that

adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Overall	\$500.00/Day	45 Calendar Days

The maximum construction time allowed for Schedules overall will be the sum of the time allowed for individual schedules but not more than 45 calendar days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the Engineer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to

the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum or 75 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 125 feet of an active runway at any time.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.

The term “ton” will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales “overweighing” (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the

weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON

HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (ninety-five (95) percent) ~~insert balance~~ of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

Pursuant to Chapter 573 of the Code of Iowa, the Owner is required to retain, from all payments to the Contractor, 5 percent of the payment amount to be held for a period of not less than 30 days following final acceptance of the work. The amount so retained will be paid to the Contractor at the end of said 30-day period, provided that no claims or liens have been filed against said Contract. In the event that, at the end of said 30-day period, claims are on file as herein provided, the Owner shall continue to retain from said unpaid funds a sum not less than double the total amount of all claims on file, or the full 5 percent retainage amount, whichever is less.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of:

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Project closeout. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.
- m. Lien waivers from Prime Contractor and all subcontractors.

END OF SECTION 90

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Section 105 Mobilization

105-1 Description. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-1.1 Posted notices. Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; Applicable Davis-Bacon Wage Rate Determination and listing of 24-hour emergency contacts. These notices must remain posted until final acceptance of the work by the Owner.

105-2 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by 90-11, the final 10%.

END OF SECTION 105

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Section 110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

110-01 General. When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-02 Method for computing PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots in accordance with the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot in accordance with the requirements of the specification.
- c. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.
- d. Find the sample average (\bar{X}) for all subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: \bar{X} = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2 = Deviations of the individual subplot values x_1, x_2, \dots from the average value X
that is: $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$
 n = Number of sublots

f. For single sided specification limits (that is, L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (that is, L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$

and

$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60

A-2 = 97.55

A-3 = 99.30

A-4 = 98.35

n = 4

2. Calculate average density for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$$

$$X = 97.95\% \text{ density}$$

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$

$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=96.3$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (97.95 - 96.30) / 1.15$$

$$Q_L = 1.4348$$

5. Determine PWL by entering Table 1 with $Q_L=1.44$ and $n=4$.

$$PWL = 98$$

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

$$A-1 = 5.00$$

$$A-2 = 3.74$$

$$A-3 = 2.30$$

$$A-4 = 3.25$$

2. Calculate the average air voids for the lot.

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

$$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$X = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot. ($L=2.0$)

$$Q_L = (X - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U=5.0$)

$$Q_U = (U - X) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

$$A-3 = 99.30$$

$$A-4 = 98.35$$

$$A-2 = 97.55$$

$$A-1 = 96.60$$

2. Use $n=4$ and upper 5% significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If $(\text{measurement} - \text{average})/(\text{standard deviation})$ is less than test criterion,
then the measurement is not considered an outlier

For A-3, check if $(99.30 - 97.95) / 1.15$ is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If $(\text{average} - \text{measurement})/(\text{standard deviation})$ is less than test criterion,
then the measurement is not considered an outlier.

For A-1, check if $(97.95 - 96.60) / 1.15$ is greater than 1.463.

Since 1.135 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

$$\text{Greater than } (97.95 + 1.463 \times 1.15) = 99.63\%$$

OR

$$\text{less than } (97.95 - 1.463 \times 1.15) = 96.27\%.$$

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P _L and P _U)	Positive Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

END OF SECTION 110

PART 1 LOCAL CONTRACT PROVISIONS

SPECIAL PROVISIONS

PART I GENERAL

1.01 DESCRIPTION. These Special Provisions, with the accompanying Drawings, Specifications, and related documents as hereinafter listed, cover the requirements of the City of Oelwein, Iowa, for: **Rehabilitate Runway, Taxiway and Apron, FAA AIP Project No. 3-19-0067-012.**

1.02 CODES AND STANDARDS. The Contractor shall comply with all applicable laws, building, and construction codes and other requirements of the City of Oelwein.

The Contractor shall procure all necessary permits for the construction of the work. The costs for all required Jurisdictional permits and licenses will not be waived by the Jurisdiction. The Contractor's costs for permits and licenses shall be included in the price bid on the proposal and shall not be considered as an extra.

In case of conflict between various codes, requirements of the more stringent code shall apply.

1.03 INSPECTION OF THE SITE. Contractor shall inspect the construction site and the area of work in general and familiarize himself with existing conditions. Bidders may arrange an individual site visit prior to bidding by contacting the following individual:

Mr. Dylan Mulfinger
City of Oelwein
(319) 283-5540

1.04 PRECONSTRUCTION CONFERENCE. A Preconstruction Conference will be held prior to any construction operations. A construction schedule must be presented by the Contractor for review at the Preconstruction Conference. Traffic control, safety and airport security will also be discussed.

1.05 INSURANCE.

1. **GENERAL.** The Contractor shall purchase and maintain insurance to protect the Contractor and the City against all hazards enumerated herein throughout the duration of the Contract. All policies shall be in the amounts, form and companies satisfactory to the City.

Insurance coverage will be considered acceptable when certificates of insurance required herein state that thirty (30) days' written notice will be given to the City before the policy is cancelled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under the Contract is awarded.

All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the State of Iowa or if written in an insurance company not authorized to do business in the State of Iowa by an insurance company approved by the City.

"Insurance", "insurance policy" or "insurance contract" when used in this code shall have the same meaning as "insurance policy" and "insurance contract" under Section 507B.2 of the Code of Iowa, provided, however, that when "insurance" as demonstrated by an "insurance policy" or "insurance contract" is required to be posted, presented or demonstrated to exist by any person or other entity by this code or by virtue of any Contract, bid request, specification, rule or other action or request of the City said "insurance policy" or "contract of insurance" shall provide coverage on an occurrence basis and not on a claims made basis and the person or other entity shall provide evidence of such coverage through an "insurance policy", "contract of insurance" or "certificate of insurance" which clearly discloses on its face coverage on an occurrence basis except as to insurance coverage required for asbestos removal which may be provided on a claims made basis when it is demonstrated to the satisfaction of the City that occurrence coverage is not reasonably available.

2. **INSURANCE REQUIREMENTS.** The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations

under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained:
 - (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - (2) by any other person;
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

3. LIMITS OF LIABILITY. The insurance required by Section 2 shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater:

a. General Liability; (including products-completed operations; independent contractors; underground, explosion & collapse hazards; and standard broad form liability endorsement)	\$1,000,000 Combined single limit per occurrence. \$1,000,000 Aggregate
b. Automobile Liability; (including all owned, non-owned and hired autos)	\$1,000,000 Combined single limit
c. Workers' Compensation	Statutory Benefits \$100,000 Coverage B
d. Umbrella Liability; (applying directly in excess of above liability coverages)	\$1,000,000 Combined single limit \$1,000,000 Aggregate

4. CONTRACTUAL LIABILITY INSURANCE. The insurance required by Section 2 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Oelwein and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:
 - (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and

- (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 4.

- b. In any and all claims against the City of Oelwein or the Engineer, or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 4, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.
- c. The obligations of the Contractor under this Section 4, shall not extend to the liability of the Engineer, the Engineer's agents or employees, arising out of:
- (1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or Specifications, or
- (2) The giving of or the failure to give directions or instructions by the Engineer, their agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
5. **CONTRACTOR'S INSURANCE FOR OTHER LOSSES.** For the consideration in this agreement heretofore stated, in addition to Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors material men or the Contractor's or their employees, as well as to shed or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalk hooks.

The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications alterations, enlargement thereto, is to be done, and to items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

6. **NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.** Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the City 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.

1.06 COORDINATION WITH OTHER CONTRACTORS. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner, the Contractor shall have no claim against the Owner for such damage, but shall have a right of action against the other Contractor to recover the damages sustained by reason of the acts or omissions of such Contractor.

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on their work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend and hold harmless the Owner at such proceedings at the Contractor's expense and if any judgment against the Owner arises therefrom the Contractor shall pay or satisfy it, including all attorney's fees and court costs which may accrue against the Owner.

The work schedules for all contracts may have to be adjusted in order to maintain airport operations. There shall be no adjustments in price or completion time for the work schedule adjustments to maintain airport operations.

1.07 BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS. The Contractor shall, immediately upon execution and delivery of the Contract, before the first estimate for payment is made, deliver to the Engineer a detailed estimate giving a complete breakdown of the lump sum Contract price. The submitted breakdown shall be approved by the Engineer prior to any payment being made.

1.08 SHOP DRAWINGS AND SAMPLES. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and approval in accordance with the accepted schedule of Shop Drawing submissions or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.

Contractor shall also submit to Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

Engineer will review and approve with reasonable promptness Shop Drawings and samples, but Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by this section and Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of this section.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

1.09 MAINTENANCE OF TRAFFIC AND SAFETY. The maintenance of traffic shall conform to the requirements of Section 40-05 and safety provisions shall conform to the requirements of Section 70-07 of the General Provisions. The following shall also apply:

1. Prior to commencement of any work, the Contractor shall meet with FAA and airport officials to discuss scheduling of construction operations and to reach agreements regarding traffic control and safety. In moving

from one area of construction activity to another, the Contractor shall notify the Engineer at least 2 days in advance.

2. The sequence of construction shall be approved in advance of starting work. The Contractor shall follow the general sequence shown on the Plans or may submit, for approval, an alternative construction sequence.
3. Areas which are approved for closing to traffic shall be barricaded, marked and signed in accordance with Section 70-08 requirements and these Special Provisions.
4. The storage and parking of equipment and materials when not in use or about to be installed shall not encroach upon active operational areas. In protecting operational areas, the minimum clearances maintained for runways shall conform to the requirements of FAR Part 77. For taxiways, maintained clearances shall not be less than 100 feet from the pavement edge. For runways, maintained clearances shall not be less than 250 feet from the pavement edge unless otherwise directed.
5. Limitation on Construction:
 - a. Open-flame, welding or torch cutting operations shall be prohibited unless adequate fire and safety precautions have been approved by the Engineer.
 - b. Open trenches, excavations, and stockpiled material at the construction site shall be prominently marked with red flags and lighted by approved light units during hours of restricted visibility and darkness.
6. Motorized Vehicles. The following requirements relate to the operation of motorized vehicles on runway or taxiway:
 - a. Each vehicle shall carry a 3-foot square flag consisting of a checkered pattern of international orange and white squares of not less than one foot on each side, displayed in full view above the vehicle or shall be equipped with an approved light unit. Vehicles operated before sunrise or after sunset shall be equipped with an approved light unit.
 - b. Whenever vehicles are required to cross aircraft movement areas, effective control shall be established and maintained.
7. Debris. Waste material shall be removed as it accumulates to ensure that it does not create a hazard.

1.10 CONSTRUCTION PROGRESS SCHEDULES. Prepare and submit to the Engineer for review, an estimated construction progress schedule within 14 days after the effective date of Contract. The construction progress schedule shall be prepared in accordance with the following:

- a) Contractor shall indicate hours of daily operations.
- b) No work shall be done on Sundays or legal holidays without written permission of Owner. However, emergency work may be done without prior permission.
- c) The schedule shall be in the form of a horizontal bar chart.
 1. Provide separate horizontal bar for each trade, activity or operation.
 2. Horizontal Time Scale: Identify first work day of each week.
 3. Scale and spacings to allow space for notations and future revisions.
- d) The format of the listing shall be in chronological order of the start of each item of work.
- e) Show dates for beginning and completion of each major element of construction.

- f) Show projected percentage of completion for each item as of first day of each month.

1.11 PROGRESS MEETINGS. At a time and day to be determined at the Preconstruction Conference, weekly meetings shall be held involving the Contractor's Superintendent, the Engineer and the Owner to discuss past progress and expected schedule of work for upcoming weeks.

1.12 PROJECT BULLETIN BOARD. The Contractor shall erect and maintain a bulletin board at the project site on which to display equal opportunity employment data, wage rates and emergency telephone numbers.

1.13 ACCESS TO SITE. Access to the work shall be limited to those gates and routes indicated on the plans. All areas used by the Contractor either for access or for construction operations shall be repaired by the Contractor after completion of the Contract work to restore such areas to essentially their original condition.

All unsurfaced roads used by the Contractor shall be watered regularly by the Contractor to reduce dust. All surfaced roads, streets, or airport pavement used by the Contractor for access or hauling shall be swept at least daily or as directed by the Engineer.

1.14 WORK AREA. The Contractor's operations, including storage of materials upon the site, shall be confined to authorized or approved areas. No unauthorized or unwarranted entry upon, or passage through, or storage of materials shall be made upon other airport premises. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the airport. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by him, at his expense, after the completion of the work.

1.15 CONSTRUCTION AREAS. During the life of the project, the work area will be temporarily designated by the Owner as the construction area. This area must be barricaded on all sides so as to delineate it from the air operations areas. They are to be maintained and relocated as necessary by the Contractor. The Contractor will be allowed to move freely within the construction area. Movements through an air operations area shall not be made.

1.16 LIMITATION OF OPERATIONS. Air operations areas included in this contract may be closed so long as the closing does not affect the air traffic at this airport.

1.17 WASTE DISPOSAL AREAS. Waste material resulting from the removal of concrete, joint sealant, paint or other material shall be removed from the airport property in accordance with the requirements of the State of Iowa Department of Natural Resources or as controlled by the E.P.A. It shall be the Contractor's responsibility to provide a disposal site off airport property.

1.18 WATER. It is the responsibility of the Contractor to supply water needed for his/her construction operations through the use of a tank wagon or similar type machinery.

Water shall not be drawn from fire hydrants without the use of a hydrant meter. Application for use of a hydrant meter is made by contacting the City of Oelwein. All procedures outlined by the City shall be followed.

1.19 CLEANUP OF PROJECT SITE. The Contractor shall at all times keep the site of the work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of the Owner, such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public. The Contractor shall be responsible for the removal of dirt accumulation or any other debris on pavements resulting from the Contractor's operations on the work.

At the completion of the work, the Contractor shall remove all materials, implements, barricades, equipment, staging, piling, falsework, debris and rubbish connected with or caused by operations for such work immediately upon the completion of that work and shall leave the premises in perfect condition insofar as affected by the work under this Contract. Fires for disposal of rubbish on the site are prohibited.

At the end of each day, the project site shall be inspected and cleaned of construction debris and trash.

If the Contractor should fail to clean up the premises as required above, the Owner after giving the Contractor one (1) hour notice, may do so and charge the cost thereof to the Contractor. The City of Oelwein, Iowa, and the Contractor hereby agree that the cleanup charge will be \$200.00 per hour.

1.20 ENGINEER'S FIELD OFFICE. There are no specific requirements for the Engineer's field office.

1.21 SUBLETTING OR ASSIGNMENT OF CONTRACT. The Contractor shall not sublet, assign or otherwise dispose of any portion of the Contract without a written "Permission to Sublet" order signed by the Engineer. Requests for permission to sublet, assign or otherwise dispose of any portion of the Contract shall be in writing and shall name the organization which will perform the work. When requested by the Engineer, the Contractor shall provide a written report showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent to sublet, assign or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract or in any way create any contractual relationship between the subcontractor and the City.

1.22 TEMPORARY TOILETS. The Contractor shall provide and maintain temporary sanitary facilities as necessary for use of workmen. All facilities must be in compliance with statutory sanitation requirements.

1.23 CONTRACTOR COMMUNICATION. The Contractor shall provide a telephone, pager, etc., on the project site to enable communication between the Contractor and the Engineer or Airport personnel. The Contractor shall also have a 24-hour contact person for after-construction-hours communication. This person shall be contacted in case of an emergency on the project site.

1.24 UTILITY SERVICES. The following is a listing of public and private utility services with facilities on the Oelwein Municipal Airport Property:

City of Oelwein
Alliant Energy
Qwest Communications
Fairchild Communications
Federal Aviation Administration

The Contractor shall be responsible for locating all utilities within the project limits. The Contractor shall provide a utility locate service as part of the contract to locate utilities owned by the City of Oelwein.

The Contractor shall notify FAA Airway Facilities well in advance of construction activity to allow the FAA sufficient time to locate and mark existing FAA field cables and to avoid unscheduled facility outages.

The Contractor shall coordinate with the FAA concerning the operation and shutdown of navigational facilities during project construction.

Any FAA equipment/cable that is damaged by the Contractor shall be repaired as approved by the FAA. All splices/cable repairs shall meet FAA specifications and shall be accomplished to the satisfaction of an FAA representative.

Coordinate with local personnel in advance of digging in the vicinity of utilities, and determine the location of utilities. In the event that a utility is damaged, immediately contact local personnel to repair the utility. The utility shall be reimbursed for all repair costs.

1.25 AIRPORT IMPROVEMENT PROGRAM. The work in this contract is included in Airport Improvement Program Project Nos. 3-19-0067-012, which is being undertaken and accomplished by the City of Oelwein in accordance with the terms and conditions of a grant agreement between the City of Oelwein and the United States, under the Airport Improvement Act of 1982 (Public Law 97-248) as amended by Title I of the Airport and Airway Safety and Capacity Expansion Act of 1987 (Public Law 100-223), and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this

contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

1.26 CONSENT OF ASSIGNMENT. The contractor shall obtain the prior written consent of the City of Oelwein to any proposed assignment of any interest in or part of this contract.

1.27 CONVICT LABOR. No convict labor may be employed under this contract.

1.28 WITHHOLDING: SPONSOR FROM CONTRACTOR. Whether or not payments or advances to the City of Oelwein are withheld or suspended by the FAA, the City of Oelwein may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract.

1.29 NONPAYMENT OF WAGES. If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract the City of Oelwein, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

1.30 FAA INSPECTION AND REVIEW. The contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

1.31 SUBCONTRACTS. The contractor shall insert in each of his subcontracts the provisions contained in paragraphs 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

1.32 CONTRACT TERMINATION. A breach of paragraphs 1.30, 1.31, and 1.32 may be grounds for termination of the contract.

1.33 OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION. Advisory Circular 150/5370-2G that sets forth the "Operational Safety on Airports during Construction" is reproduced in its entirety and included herein following these Special Provisions.

This Advisory Circular supplements the safety requirements as set forth elsewhere herein or on the plan, but shall take precedence if conflict occurs.

1.34 GOOD FAITH EFFORTS. Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26. Such actions include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
- Consult State Department of Transportation office to obtain a list of certified DBE firms.
- Selecting portions of work that increases the likelihood that DBE firms will be available to participate.
- Providing DBE firms with sufficient information and time to review the project plans and specifications.
- Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact, and record of conversation/negotiation.

1.35 STATE SALES TAX EXEMPTION. Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in performance of this contract.

1.36 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. Add the following paragraph to Section 60-01 of the General Provisions:

"The Contractor shall submit to the Engineer a listing of all proposed sources of supply for all materials to be incorporated into the project. This suppliers list shall include the approximate quantity and cost of each material. This suppliers list shall be submitted as soon as possible after award of the Contract and before the Notice to Proceed. Final acceptance of the project will not be made until the Contractor has submitted to the Engineer a notarized summary of payments to all DBE suppliers."

~~**1.37 TESTING.** All testing associated with the project shall be done by a testing laboratory employed by the Contractor. The test reports shall be provided to the Engineer for review.~~

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PART 2
FEDERAL CONTRACT PROVISIONS
FOR CONSTRUCTION AND
EQUIPMENT PROJECTS

SUPPLEMENTARY PROVISIONS

PART A - FEDERAL CONTRACT PROVISIONS FOR CONSTRUCTION AND EQUIPMENT CONTRACTS

APPLICATION OF REFERENCES

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “BIDDER”, AND “OFFEROR” SHALL PERTAIN TO THE PRIME CONTRACTOR. ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR” SHALL PERTAIN TO ANY AND ALL SUBCONTRACTORS UNDER CONTRACT WITH THE PRIME CONTRACTOR OR A SUBCONTRACTOR.

ALL REFERENCES MADE HEREIN TO “CONSULTANT” SHALL PERTAIN TO ARCHITECT/ENGINEER (A/E) UNDER CONTRACT WITH THE SPONSOR. ALL REFERENCES MADE HEREIN TO “SUBCONSULTANT” SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

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

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS..... 3

BUY AMERICAN PREFERENCE 3

CIVIL RIGHTS – GENERAL..... 3

CIVIL RIGHTS – TITLE VI ASSURANCES..... 3

DISADVANTAGED BUSINESS ENTERPRISE 6

ENERGY CONSERVATION REQUIREMENTS 7

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)..... 7

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 8

RIGHT TO INVENTIONS..... 8

SEISMIC SAFETY..... 8

TAX DELINQUENCY AND FELONY CONVICTIONS 8

TRADE RESTRICTION CERTIFICATION 9

VETERAN’S PREFERENCE..... 10

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

COPELAND “ANTI-KICKBACK’ ACT..... 11

DAVIS-BACON REQUIREMENTS 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING 17

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

AFFIRMATIVE ACTION REQUIREMENT 17
EQUAL EMPLOYMENT OPPORTUNITY (EEO)..... 18
PROCUREMENT OF RECOVERED MATERIALS 24
PROHIBITION OF SEGREGATED FACILITIES 24
TERMINATION OF CONTRACT 25

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION..... 27

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 27
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES..... 28

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS 29
CLEAN AIR AND WATER POLLUTION CONTROL 29

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

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

BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration (FAA) has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder or Offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Project Goal)

Information Submitted as a matter of bidder responsiveness:

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

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

Information submitted as a matter of bidder responsibility:

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

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five (5) days after bid opening.

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

Race/Gender Neutral

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

Contract Assurance (§ 26.13)

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

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

Prompt Payment (§26.29)

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

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200 Appendix II(H)

Contractor and Subcontractor(s) agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employe must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F) and 37 CFR §401

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

SEISMIC SAFETY

Reference: 49 CFR Part 41

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR Part 30

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge

and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

COPELAND "ANTI-KICKBACK" ACT

Reference: 2 CFR § 200 Appendix II(D) and 29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

Reference: 2 CFR § 200 Appendix II(D) and 29 CFR Part 5

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (A) thru (D)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under

the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30)-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the thirty (30)-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) thru (D)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The Prime

Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

(i) Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the

full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

AFFIRMATIVE ACTION REQUIREMENT

Reference: 41 CFR Part 60-4 and Executive Order 11246

1. The Bidder's or Offeror's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:	Goal:
Goals for minority participation for each trade:	0.0300
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is:

State	County	City
Iowa	Fayette	Oelwein

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, and Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training

period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff,

termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7.a through 7.p). The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a through 7.p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the

program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROCUREMENT OF RECOVERED MATERIALS

Reference: 2 CFR § 200.322, 40 CFR Part 247, and Solid Waste Disposal Act

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

<https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products>

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 41 CFR § 60

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

TERMINATION OF CONTRACT

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

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

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

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due to default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5

Certification of Bidder/Offerer Regarding Debarment

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

Certification of Lower Tier Contractors Regarding Debarment

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), and 49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

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

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR § 200 Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts that exceed \$150,000.

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PART 3
FAA ADVISORY CIRCULAR 150/5370-2G
OPERATIONAL SAFETY ON AIRPORTS
DURING CONSTRUCTION



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 12/13/2017

AC No: 150/5370-2G

Initiated By: AAS-100

Change:

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. [Appendix A](#) contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph [2.13.5.3](#), NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph [2.18.4.2](#), Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph [2.22.3.4](#), Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See [Figure 2-1](#) and [Figure 2-2](#).
5. Figures have been improved and a new [Appendix F](#) on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the “ALT” and “ ← ” keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

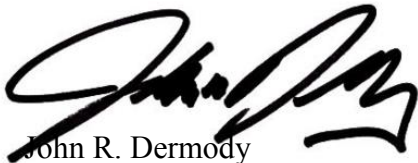
Throughout this AC, U.S. customary units are used followed with “soft” (rounded) conversion to metric units. The U.S. customary units govern.

7 **Where to Find this AC.**

You can view a list of all ACs at http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the [Advisory Circular Feedback](#) form at the end of this AC.



John R. Dermody
Director of Airport Safety and Standards

CONTENTS

Paragraph	Page
Chapter 1. Planning an Airfield Construction Project	1-1
1.1 Overview.....	1-1
1.2 Plan for Safety.....	1-1
1.3 Develop a Construction Safety and Phasing Plan (CSPP).....	1-3
1.4 Who Is Responsible for Safety During Construction?.....	1-4
Chapter 2. Construction Safety and Phasing Plans	2-1
2.1 Overview.....	2-1
2.2 Assume Responsibility.....	2-1
2.3 Submit the CSPP.....	2-1
2.4 Meet CSPP Requirements.....	2-2
2.5 Coordination.	2-6
2.6 Phasing.....	2-7
2.7 Areas and Operations Affected by Construction Activity.	2-7
2.8 Navigation Aid (NAVAID) Protection.....	2-11
2.9 Contractor Access.....	2-11
2.10 Wildlife Management.	2-15
2.11 Foreign Object Debris (FOD) Management.	2-16
2.12 Hazardous Materials (HAZMAT) Management.....	2-16
2.13 Notification of Construction Activities.....	2-16
2.14 Inspection Requirements.....	2-18
2.15 Underground Utilities.	2-19
2.16 Penalties.	2-19
2.17 Special Conditions.	2-19
2.18 Runway and Taxiway Visual Aids.	2-19
2.19 Marking and Signs for Access Routes.	2-29
2.20 Hazard Marking, Lighting and Signing.	2-30
2.21 Work Zone Lighting for Nighttime Construction.....	2-32
2.22 Protection of Runway and Taxiway Safety Areas.	2-33
2.23 Other Limitations on Construction.	2-37

Chapter 3. Guidelines for Writing a CSPP	3-1
3.1 General Requirements.....	3-1
3.2 Applicability of Subjects.....	3-1
3.3 Graphical Representations.	3-1
3.4 Reference Documents.	3-2
3.5 Restrictions.	3-2
3.6 Coordination.	3-2
3.7 Phasing.....	3-2
3.8 Areas and Operations Affected by Construction.	3-2
3.9 NAVAID Protection.	3-2
3.10 Contractor Access.....	3-3
3.11 Wildlife Management.	3-4
3.12 FOD Management.....	3-4
3.13 HAZMAT Management.....	3-4
3.14 Notification of Construction Activities.....	3-4
3.15 Inspection Requirements.....	3-5
3.16 Underground Utilities.	3-5
3.17 Penalties.	3-5
3.18 Special Conditions.	3-5
3.19 Runway and Taxiway Visual Aids.	3-6
3.20 Marking and Signs for Access Routes.	3-6
3.21 Hazard Marking and Lighting.....	3-6
3.22 Work Zone Lighting for Nighttime Construction.....	3-6
3.23 Protection of Runway and Taxiway Safety Areas.	3-7
3.24 Other Limitations on Construction.	3-7
Appendix A. Related Reading Material	A-1
Appendix B. Terms and Acronyms	B-1
Appendix C. Safety and Phasing Plan Checklist.....	C-1
Appendix D. Construction Project Daily Safety Inspection Checklist.....	D-1
Appendix E. Sample Operational Effects Table.....	E-1
Appendix F. Orange Construction Signs	F-1

FIGURES

Number	Page
Figure 2-1. Temporary Partially Closed Runway	2-9
Figure 2-2. Temporary Displaced Threshold.....	2-10
Figure 2-3. Markings for a Temporarily Closed Runway.....	2-21
Figure 2-4. Temporary Taxiway Closure.....	2-22
Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads	2-24
Figure 2-6. Lighted X in Daytime.....	2-26
Figure 2-7. Lighted X at Night.....	2-26
Figure 2-8. Interlocking Barricades	2-31
Figure 2-9. Low Profile Barricades	2-32
Figure E-1. Phase I Example	E-1
Figure E-2. Phase II Example	E-2
Figure E-3. Phase III Example.....	E-3
Figure F-1. Approved Sign Legends.....	F-1
Figure F-2. Orange Construction Sign Example 1.....	F-2
Figure F-3. Orange Construction Sign Example 2.....	F-3

TABLES

Number	Page
Table A-1. FAA Publications	A-1
Table A-2. Code of Federal Regulation.....	A-3
Table B-1. Terms and Acronyms.....	B-1
Table C-1. CSPP Checklist.....	C-1
Table D-1. Potentially Hazardous Conditions	D-1
Table E-1. Operational Effects Table	E-4
Table E-2. Runway and Taxiway Edge Protection.....	E-6
Table E-3. Protection Prior to Runway Threshold.....	E-7

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CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the airport operator must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities, and associated costs will be identified and their impact to airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project, and/or to airport operations to maintain operational safety. This planning effort will ultimately result in a project Construction Safety and Phasing Plan (CSPP). The development of the CSPP takes place through the following five steps:

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

¹ Find Taxiway Design Group information in [AC 150/5300-13, Airport Design](#).

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 **Who Is Responsible for Safety During Construction?**

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

- 1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects. (Note “FAA” refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.2.13 Take immediate action to resolve safety deficiencies.
- 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
- 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
- 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
- 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
- 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 Define Construction Contractor's Responsibilities.
The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 **Meet CSPP Requirements.**

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
 - b. NOTAM.
 - c. Emergency notification procedures.
 - d. Coordination with ARFF Personnel.
 - e. Notification to the FAA.
10. Inspection requirements.
 - a. Daily (or more frequent) inspections.
 - b. Final inspections.
 11. Underground utilities.
 12. Penalties.
 13. Special conditions.
 14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
 - a. General.
 - b. Markings.
 - c. Lighting and visual NAVAIDs.
 - d. Signs, temporary, including orange construction signs, and permanent signs.
 15. Marking and signs for access routes.
 16. Hazard marking and lighting.
 - a. Purpose.
 - b. Equipment.
 17. Work zone lighting for nighttime construction (if applicable).
 18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
 - a. Runway Safety Area (RSA).
 - b. Runway Object Free Area (ROFA).
 - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.
 - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.
 - e. Obstacle Free Zone (OFZ).
 - f. Runway approach/departure surfaces.
 19. Other limitations on construction.
 - a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including “night only” construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway “Aircraft Reference Code” usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor’s designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
6. Wildlife management. Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
9. Notification of construction activities. Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Temporary orange construction signs.
 - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
 - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph 1.4.2.17).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph 2.13.5.3.2 for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See Appendix E for an example of a table showing temporary operations versus current operations. The tables in Appendix E can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

Figure 2-1. Temporary Partially Closed Runway

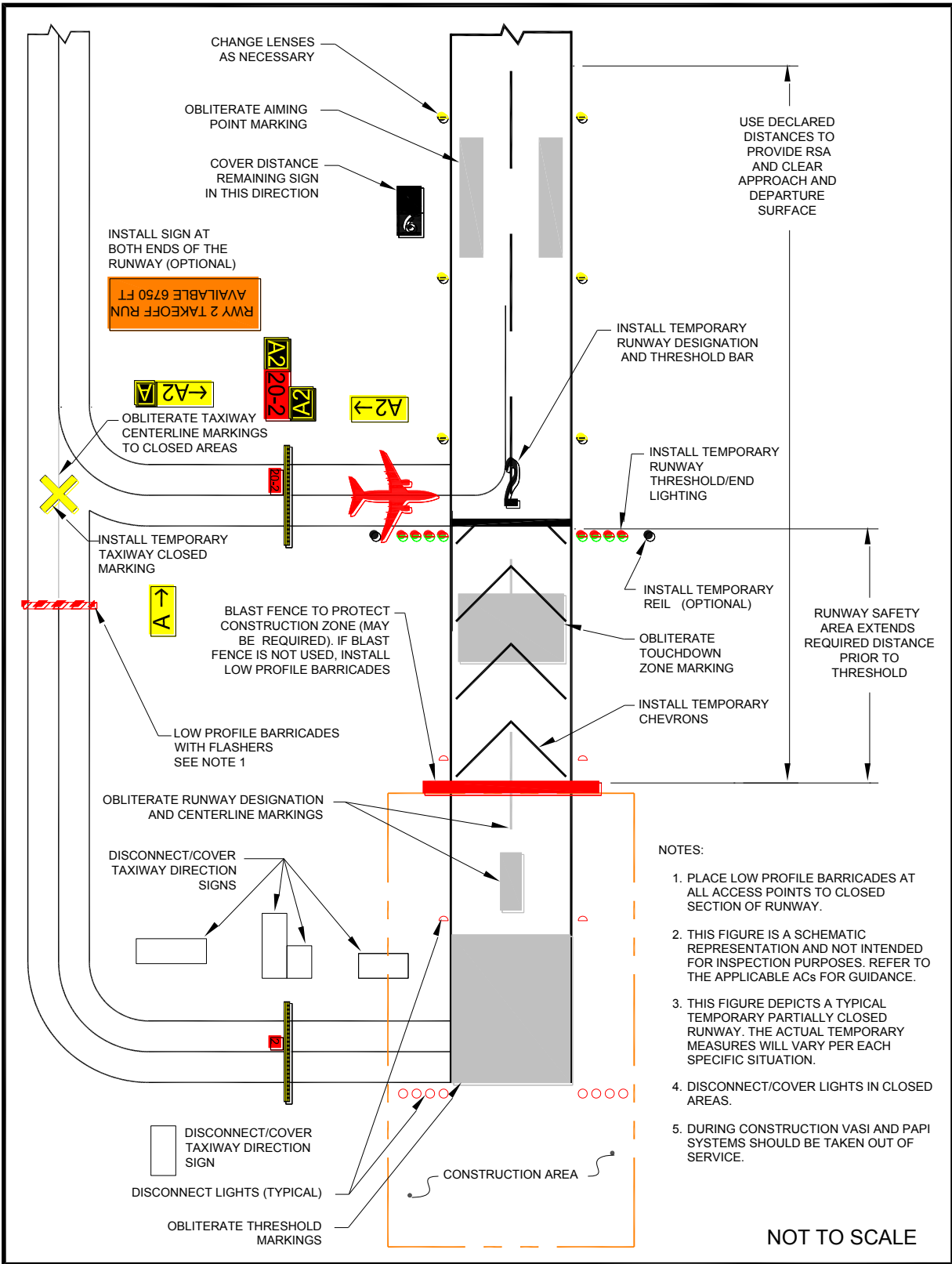
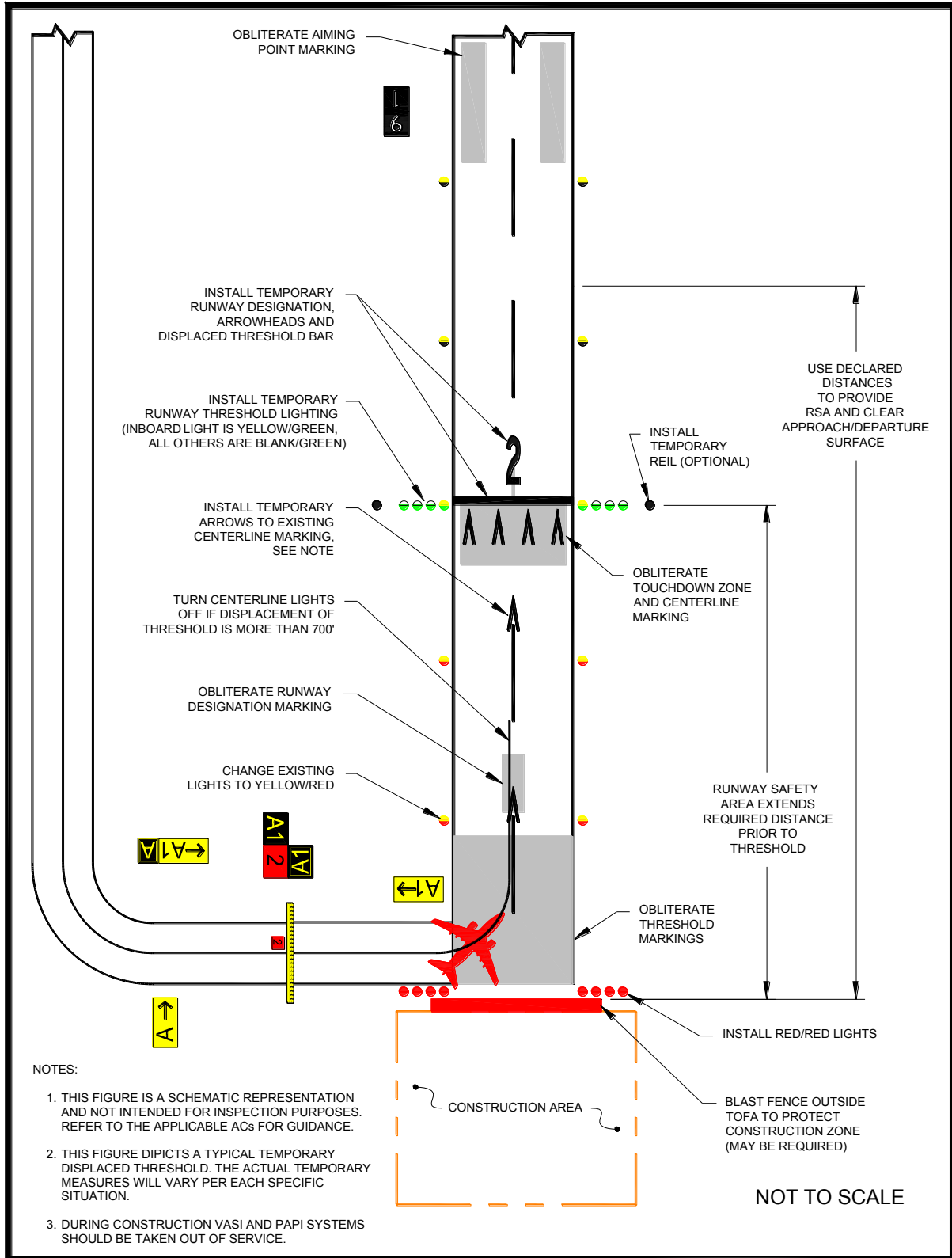


Figure 2-2. Temporary Displaced Threshold



Note: See paragraph [2.18.2.5](#).

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 **Navigation Aid (NAVAID) Protection.**

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the “critical area” associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2.) Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 **Contractor Access.**

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

- 2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
- 2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.
- 2.9.2.6 Required escorts.
- 2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**
Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.
- 2.9.2.8 **Situational Awareness.**
Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.
- 2.9.2.9 **Two-Way Radio Communication Procedures.**
- 2.9.2.9.1 General.
The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:
1. Airport operations
 2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and “shortened” runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard “Ground Vehicle Guide to Airport Signs and Markings.” This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (see “Signs & Markings Vehicle Dashboard Sticker”) or obtained from the FAA Airports Regional Office.

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 **Wildlife Management.**

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*, and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife*. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports*, Item T-901, Seeding. Contact the local office of the United States Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management*.

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste*.

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, Airport Safety Self-Inspection. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that “One Call” or “Miss Utility” services do not include FAA ATO/Technical Operations.

2.16 Penalties.

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 Special Conditions.

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 Runway and Taxiway Visual Aids.

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, and other wind currents and constructed of materials that will minimize damage to an aircraft in the event of inadvertent contact. Items used to secure such markings must be of a color similar to the marking.

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 **Closed Runways and Taxiways.**

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

Figure 2-3. Markings for a Temporarily Closed Runway

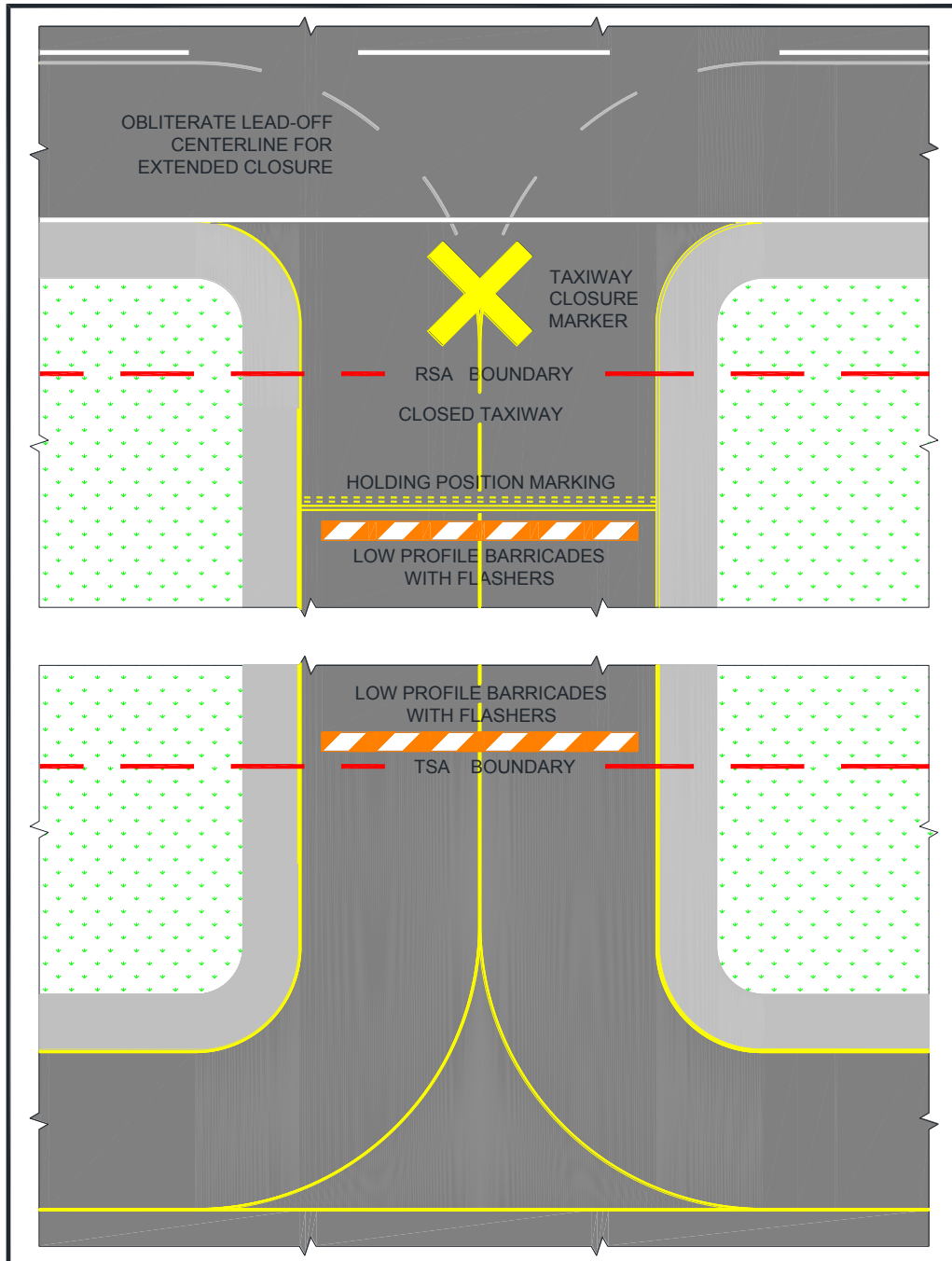


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see [AC 150/5340-1](#)). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-4](#).
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See [AC 150/5340-1](#). Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-2](#).

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 Airport Design, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

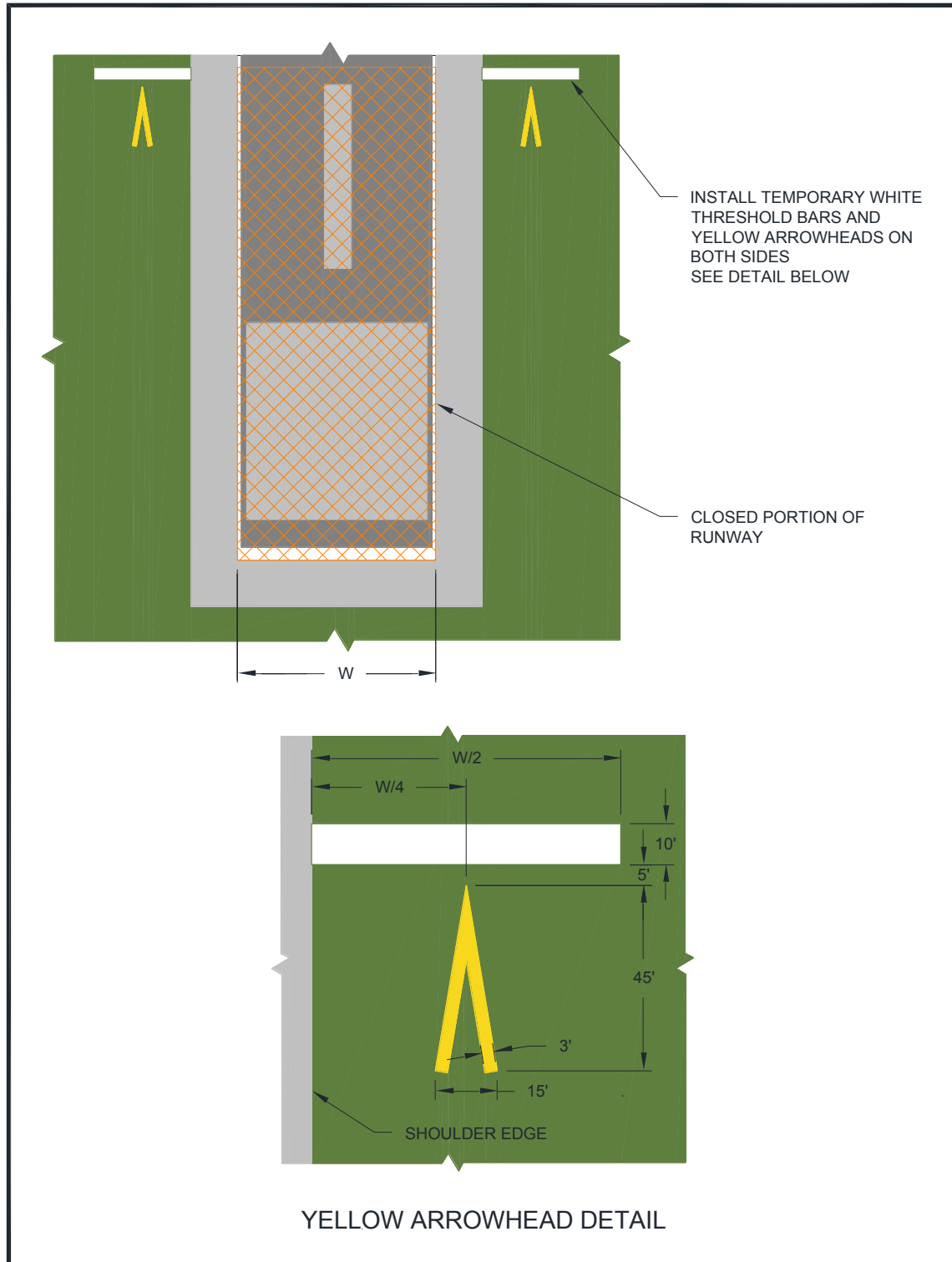
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, “temporary outboard white threshold bars and yellow arrowheads”, see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, “Runway and Taxiway Painting,” in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, *Standards for Airport Markings*, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime**Figure 2-7. Lighted X at Night****2.18.3.3****Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

- 2.18.3.3.1 Partially Closed Runways.
Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.
- 2.18.3.3.2 Temporary Displaced Thresholds.
Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.
- 2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.
- 2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, *Specification for L-853, Runway and Taxiway Retroreflective Markers*.
- 2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.
- 2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.

2.18.3.4 **Temporarily Closed Taxiways.**

If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems*.

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 Temporary Signs.

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot “information overload,” the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs*. Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs*, are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 Hazard Marking, Lighting and Signing.

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 Air Operations Area – General.

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. [Figure 2-8](#) and [Figure 2-9](#) show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades**2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.**

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to [AC 150/5370-10](#) for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 **Excavations.**

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 **Erosion Control.**

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and fire fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.2 Runway Object Free Area (ROFA).

Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
 - 2.22.4.3.1 Taxiing speed is limited to 10 mph.
 - 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
 - 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.
 - 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
 - 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6.1 Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

- 2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: “The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings.” All other applicable sections should include a reference to 2.4.2.11: “ILS cables shall be identified and protected as described in 2.4.2.11” or “See 2.4.2.11 for ILS cable identification and protection requirements.” Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent (“as-built”) features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDs and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 Airport Security.

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 Inspection Requirements.

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 Penalties.

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 Special Conditions.

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDS required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDS that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDS such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, Standards for Airport Markings; AC 150/5340-18, Standards for Airport Sign Systems; and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDS.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 Protection of Runway and Taxiway Safety Areas.

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional “box” within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 Other Limitations on Construction.

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

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APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

Table A-1. FAA Publications

Number	Title and Description
<u>AC 150/5200-28</u>	<i>Notices to Airmen (NOTAMs) for Airport Operators</i> Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	<i>Airport Field Condition Assessments and Winter Operations Safety</i> Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	<i>Hazardous Wildlife Attractants On or Near Airports</i> Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	<i>Painting, Marking, and Lighting of Vehicles Used on an Airport</i> Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i> Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	<i>Airport Design</i> FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
<u>AC 150/5210-24</u>	<i>Airport Foreign Object Debris (FOD) Management</i> Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
<u>AC 150/5320-15</u>	<p><i>Management of Airport Industrial Waste</i></p> <p>Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.</p>
<u>AC 150/5340-1</u>	<p><i>Standards for Airport Markings</i></p> <p>FAA standards for the siting and installation of signs on airport runways and taxiways.</p>
<u>AC 150/5340-18</u>	<p><i>Standards for Airport Sign Systems</i></p> <p>FAA standards for the siting and installation of signs on airport runways and taxiways.</p>
<u>AC 150/5345-28</u>	<p><i>Precision Approach Path Indicator (PAPI) Systems</i></p> <p>FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.</p>
<u>AC 150/5340-30</u>	<p><i>Design and Installation Details for Airport Visual Aids</i></p> <p>Guidance and recommendations on the installation of airport visual aids.</p>
<u>AC 150/5345-39</u>	<p><i>Specification for L-853, Runway and Taxiway Retroreflective Markers</i></p>
<u>AC 150/5345-44</u>	<p><i>Specification for Runway and Taxiway Signs</i></p> <p>FAA specifications for unlighted and lighted signs for taxiways and runways.</p>
<u>AC 150/5345-53</u>	<p><i>Airport Lighting Equipment Certification Program</i></p> <p>Details on the Airport Lighting Equipment Certification Program (ALECP).</p>
<u>AC 150/5345-50</u>	<p><i>Specification for Portable Runway and Taxiway Lights</i></p> <p>FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.</p>
<u>AC 150/5345-55</u>	<p><i>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</i></p>

Number	Title and Description
<u>AC 150/5370-10</u>	<i>Standards for Specifying Construction of Airports</i> Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	<i>Quality Management for Federally Funded Airport Construction Projects</i>
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange Construction Signs</i>
FAA Order 5200.11	<u>FAA Airports (ARP) Safety Management System (SMS)</u> Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	<i>Grasses Attractive to Hazardous Wildlife</i> Guidance on grass management and seed selection.
FAA Form 7460-1	<u>Notice of Proposed Construction or Alteration</u>
FAA Form 7480-1	<u>Notice of Landing Area Proposal</u>
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://www.ecfr.gov/>.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

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APPENDIX B. TERMS AND ACRONYMS**Table B-1. Terms and Acronyms**

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See AC 150/5300-13 for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to AC 150/5300-13 for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13 .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with AC 150/5300-13 .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See AC 150/5300-13 for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDs, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <i>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</i> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	<u>2.11</u>				
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	<u>2.12</u>				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>				
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>				
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>				
The requirement for lighting to conform to <u>AC 150/5340-30</u> , <i>Design and Installation Details for Airport Visual Aids</i> ; <u>AC 150/5345-50</u> , <i>Specification for Portable Runway and Taxiway Lights</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>				
The requirement for signs to conform to <u>AC 150/5345-44</u> , <i>Specification for Runway and Taxiway Signs</i> ; <u>AC 150/5340-18</u> , <i>Standards for Airport Sign Systems</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2</u> , <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

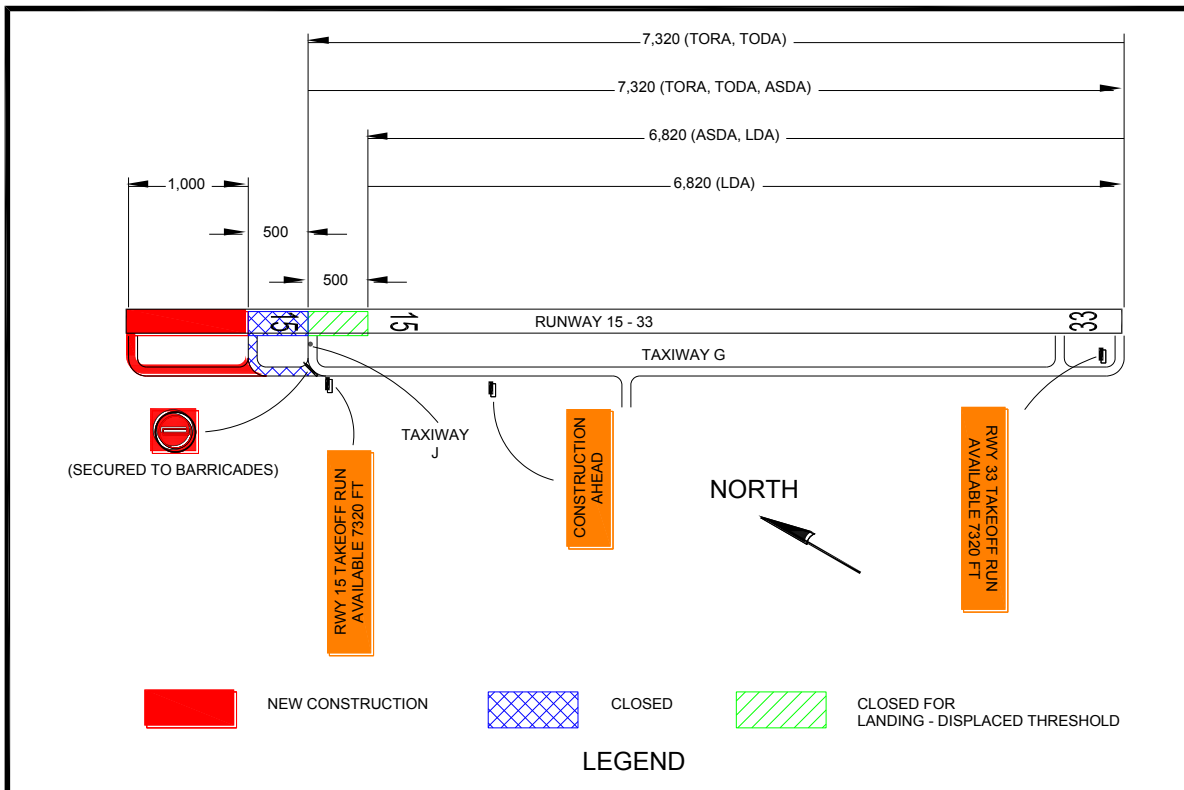
APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE

E.1 Project Description.

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See Figure E-1.

Figure E-1. Phase I Example

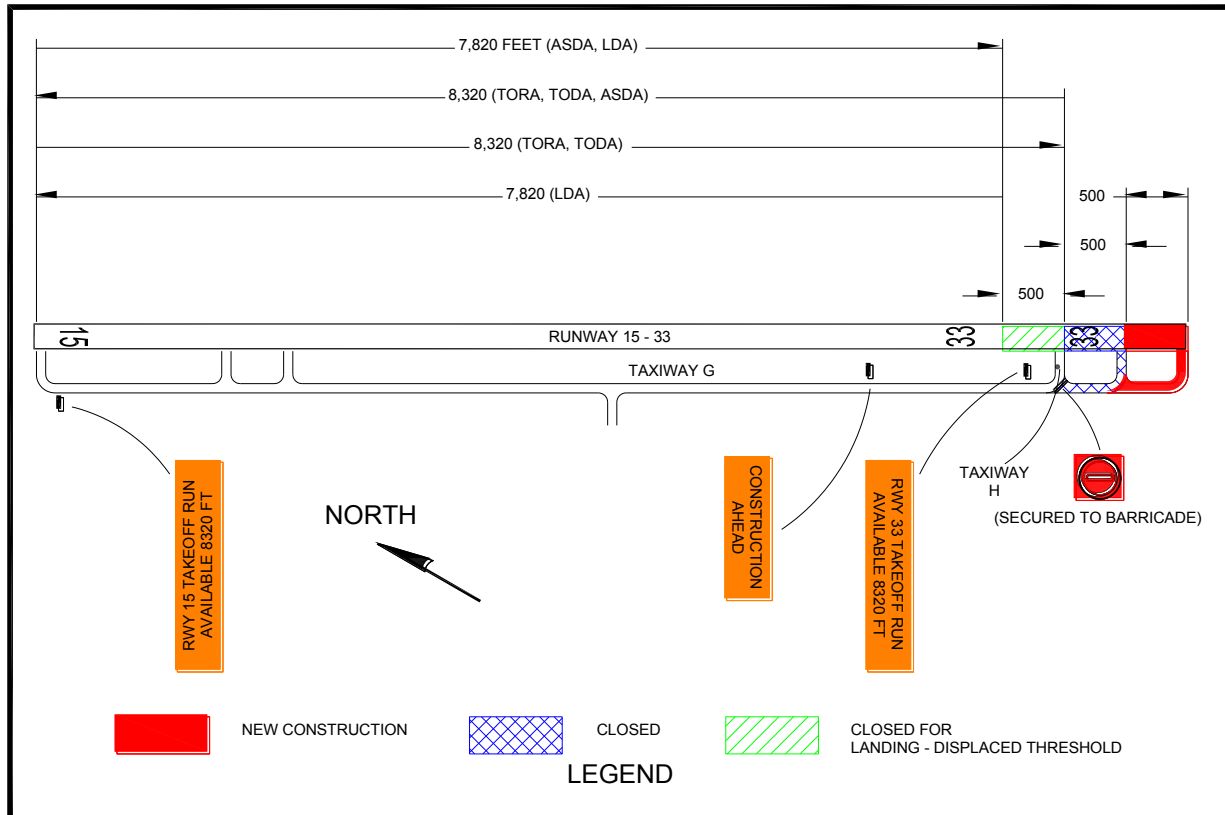


Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See Figure E-2.

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

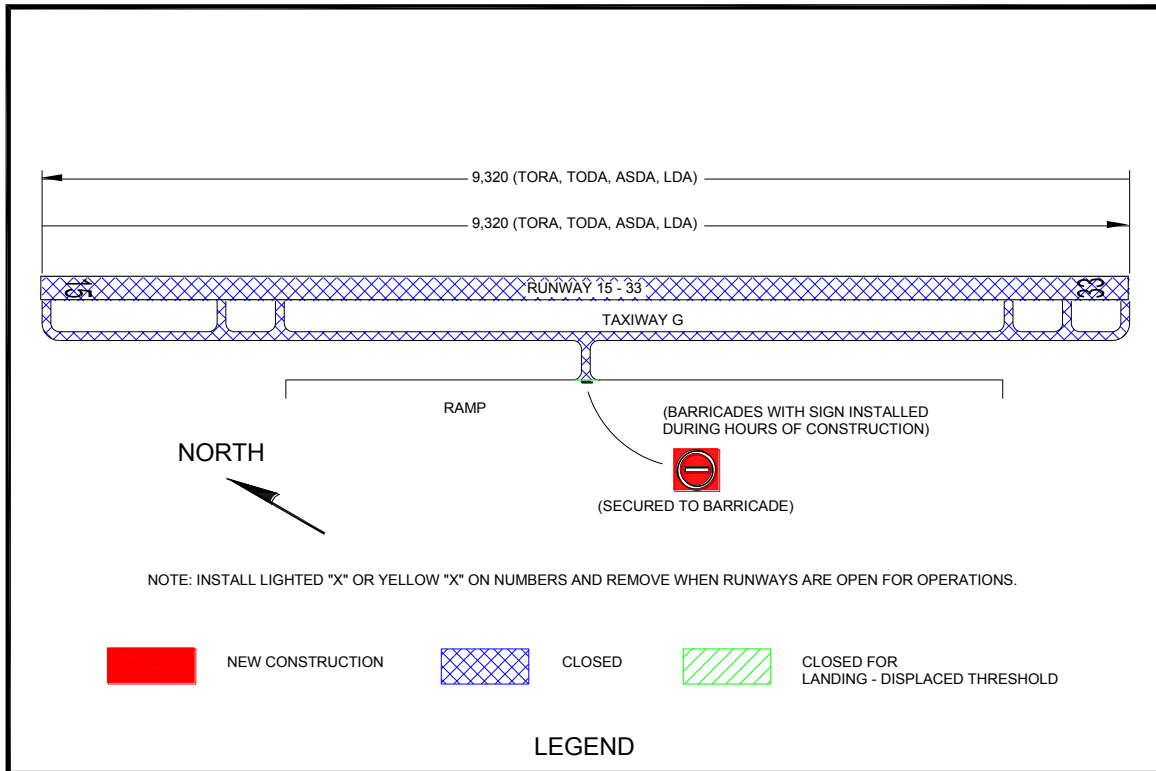


Table E-1. Operational Effects Table

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures	LOC only	LOC only	LOC only	LOC only	LOC only
	RNAV	RNAV	RNAV	RNAV	RNAV
	VOR	VOR	VOR	VOR	VOR
Runway 33 Approach Procedures	ILS	ILS	ILS	ILS	LOC only
	RNAV	RNAV	RNAV	RNAV	RNAV
	VOR	VOR	VOR	VOR	VOR
Runway 15 NAVAIDs	LOC	LOC	LOC	LOC	
Runway 33 NAVAIDs	ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR	
Taxiway G ADG	IV	III	IV	IV	
Taxiway G TDG	4	4	4	4	
ATCT (hours open)	24 hours	24 hours	24 hours	0500 - 2000	
ARFF Index	D	D	D	D	

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See AC 150/5300-13 to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
				ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1
			ft	ft	: 1

*See AC 150/5300-13 to complete the chart for a specific runway.

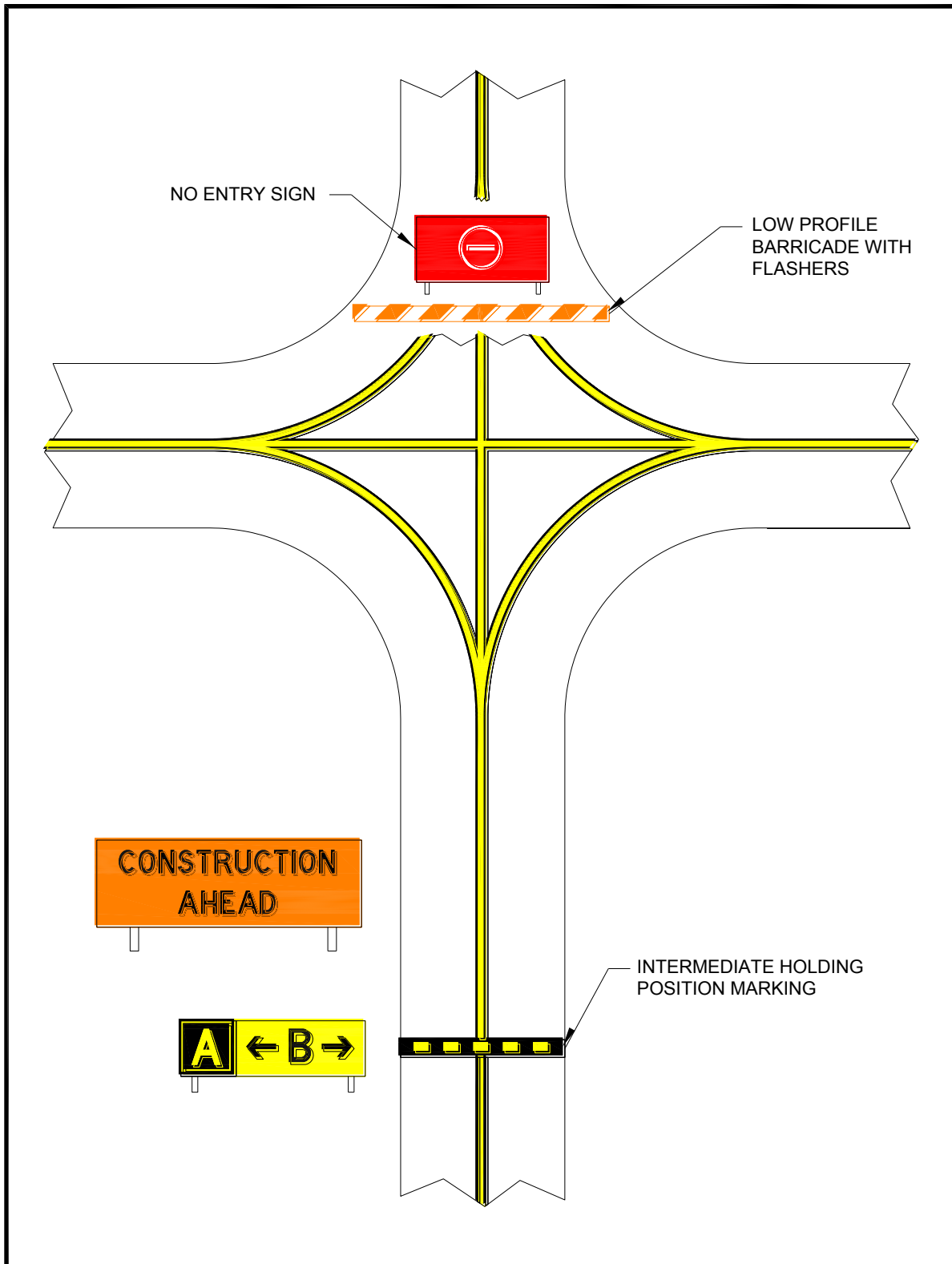
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APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends

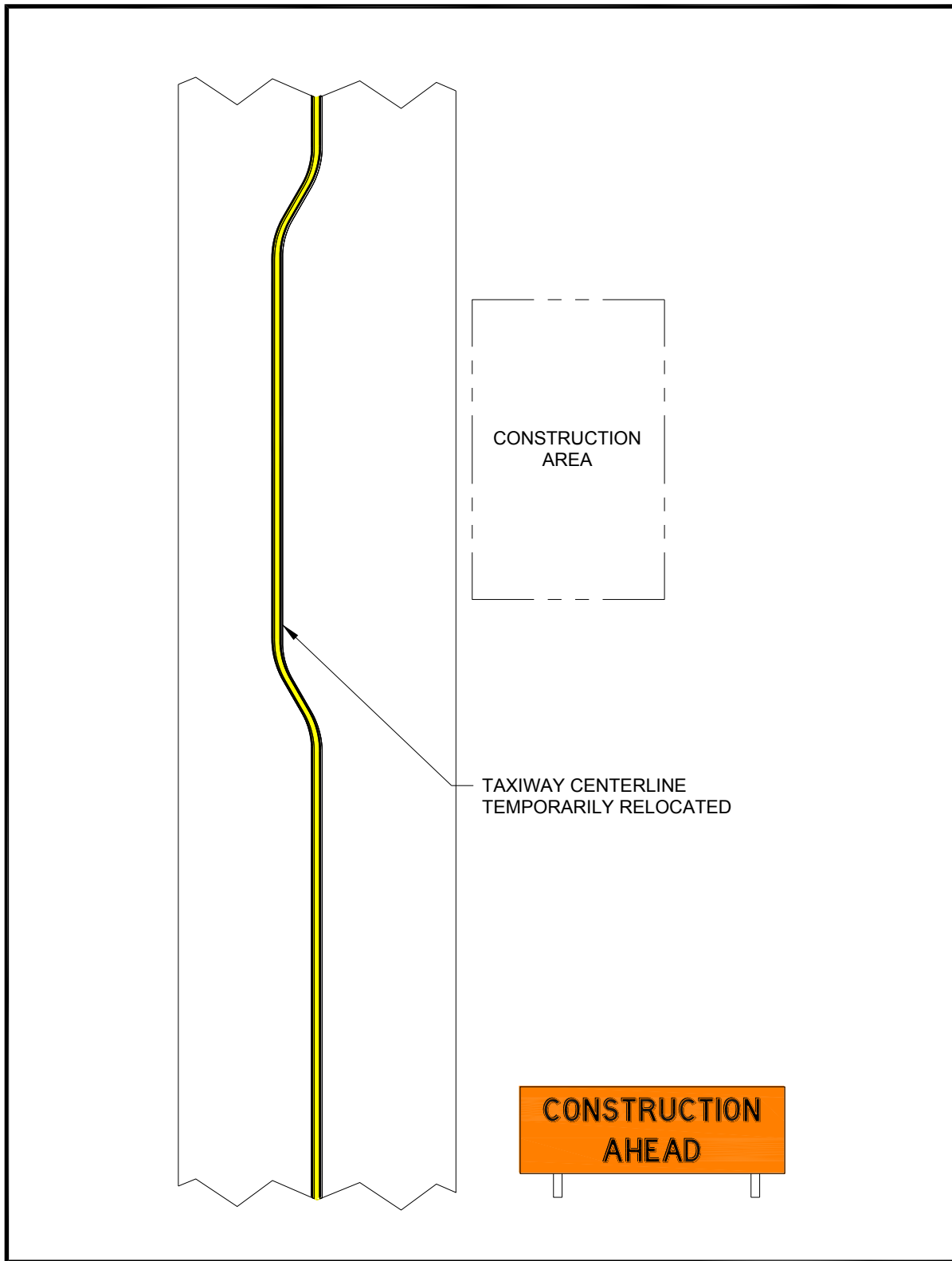


Figure F-2. Orange Construction Sign Example 1



Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2



Note: For proper placement of signs, refer to EB 93.

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Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G

Date: _____

Please check all appropriate line items:

An error (procedural or typographical) has been noted in paragraph _____ on page _____.

Recommend paragraph _____ on page _____ be changed as follows:

In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)

Other comments:

I would like to discuss the above. Please contact me at (phone number, email address).

Submitted by: _____

Date: _____

PART 4
DEPARTMENT OF LABOR
WAGE DETERMINATION

General Decision Number: IA20220081 02/25/2022

Superseded General Decision Number: IA20210081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered

workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered

workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUIA2021-001 10/18/2017

	Rates	Fringes
Carpenter & Piledrivermen		
ZONE 1.....	\$ 29.27	14.58
ZONE 2.....	\$ 27.48	14.73
ZONE 3.....	\$ 27.48	14.73
ZONE 4.....	\$ 26.85	12.30
ZONE 5**.....	\$ 25.75	10.70
 CONCRETE FINISHER		
ZONE 1.....	\$ 29.05	7.60
ZONE 2.....	\$ 29.05	7.60
ZONE 3.....	\$ 29.05	7.60
ZONE 4.....	\$ 25.95	6.95
ZONE 5.....	\$ 24.90	6.95
 ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3....	\$ 30.40	9.80
ZONE 4.....	\$ 29.10	8.80
ZONE 5.....	\$ 26.95	7.80
 IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 32.25	11.60
ZONE 2.....	\$ 30.16	12.05
ZONE 3.....	\$ 30.16	12.05
ZONE 4.....	\$ 28.00	11.15
ZONE 5**.....	\$ 26.15	10.30
 LABORER		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.08	10.65
GROUP AA.....	\$ 26.46	10.65
GROUP B.....	\$ 22.23	10.65
GROUP C.....	\$ 19.15	10.65
ZONE 4		
GROUP A.....	\$ 21.37	9.83
GROUP B.....	\$ 20.05	9.83
GROUP C.....	\$ 17.17	9.83
ZONE 5		
GROUP A.....	\$ 21.77	8.38
GROUP B.....	\$ 19.27	8.38
GROUP C.....	\$ 18.42	8.38
 POWER EQUIPMENT OPERATOR		
ZONE 1		
GROUP A.....	\$ 33.25	15.50
GROUP B.....	\$ 31.70	15.50
GROUP C.....	\$ 29.20	15.50
GROUP D.....	\$ 29.20	15.50
ZONE 2		
GROUP A.....	\$ 32.55	15.50

GROUP B.....	\$ 30.95	15.50
GROUP C.....	\$ 28.40	15.50
GROUP D.....	\$ 28.40	15.50
ZONE 3		
GROUP A.....	\$ 30.45	25.90
GROUP B.....	\$ 28.65	25.90
GROUP C.....	\$ 27.65	25.90
GROUP D.....	\$ 27.65	25.90
ZONE 4		
GROUP A.....	\$ 31.35	13.85
GROUP B.....	\$ 30.21	13.85
GROUP C.....	\$ 28.13	13.85
GROUP D.....	\$ 28.13	13.85
ZONE 5		
GROUP A.....	\$ 28.52	11.50
GROUP B.....	\$ 27.48	11.50
GROUP C.....	\$ 25.75	11.50
GROUP D.....	\$ 24.75	11.50

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 25.25	11.45
ZONE 2.....	\$ 25.25	11.45
ZONE 3.....	\$ 25.25	11.45
ZONE 4.....	\$ 25.00	7.50
ZONE 5.....	\$ 23.05	7.50

ZONE DEFINITIONS

- ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.
- ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
- ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).
- ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
- ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree

groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engine; excavator (over 1/2 cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over 1/2 cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three-inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5) Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

* ADDED CRAFT - SIGN ERECTOR

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

TECHNICAL SPECIFICATIONS

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" and "Traffic Control" partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

Item C-105.2 Traffic Control

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-101 Surface Preparation

DESCRIPTION

101-1.1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

EQUIPMENT

101-2.1 All equipment shall be specified here and in the following paragraphs or approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

a. Concrete pavement. The existing concrete pavement to be removed shall be freed from the pavement to remain by sawing through the complete depth of the slab one foot (30 cm) inside the perimeter of the final removal limits or outside the dowels, whichever is greater when the limits of removal are located on the joints. The pavement between the perimeter of the pavement removal and the saw cut shall be carefully broken up and removed using hand-held jackhammers, weighing 30 pounds (14 kg) or less, or other light-duty equipment which will not cause distress in the pavement which is to remain in place. The Contractor shall have the option of sawing through the dowels at the joint, removing the pavement and installing new dowels. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, then the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods suitable to the Engineer which will not cause distress in the pavement which is to remain in place. ~~If the material is to be wasted on the airport site, it shall be reduced to a maximum size designated by the Engineer.~~ All materials removed shall be disposed legally off of the airport property. Concrete repairs shall be completed in accordance with the details shown on the plans. The Contractor's removal operation shall not cause damage to cables, utility ducts, pipelines, or drainage structures under the pavement. Concrete slabs that are damaged by under breaking shall be removed. Any damage shall be repaired at the Contractor's expense.

b. Diamond grinding of PCC surfaces. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive. The saw blades shall be assembled in a cutting head mounted on a machine designed specifically for diamond grinding that will produce the required texture and smoothness level without damage to the pavement. The saw blades shall be 1/8-inch (3-mm) wide and there shall be a minimum of 55 to 60 blades per 12 inches (300 mm) of cutting head width; the actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Each machine shall be capable of cutting a path at least 3 feet (0.9 m) wide. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. The depth of diamond grinding shall not exceed 1/2 inch (13 mm). Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding.

b. Asphalt concrete pavement. Asphalt concrete pavement to be removed shall be cut to the full depth of the bituminous material around the perimeter of the area to be removed. The pavement shall be removed so the joint for each layer of pavement replacement is offset 1 foot (30 cm) from the joint in the preceding layer. This does not

apply if the removed pavement is to be replaced with concrete or soil. If the material is to be wasted on the airport site, it shall be broken to a maximum size of 2 1/2 inches (mm).

101-3.2 Preparation of joints and cracks. Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide approved by the Engineer. Fill all cracks, ignoring hairline cracks (< 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. Wider cracks (over 1-1/2 inch wide (38 mm)), along with soft or sunken spots, indicate that the pavement or the pavement base should be repaired or replaced as **shown on drawings stated below**. Any excess joint or crack sealer on the surface of the pavement shall also be removed from the pavement surface.

101-3.3 Removal of paint and rubber. All paint and rubber over 1 foot (30 cm) wide that will affect the bond of the new overlay shall be removed from the surface of the existing pavement. Chemicals, high pressure water, heater scarifier (asphaltic concrete only), cold milling, or sandblasting may be used. Any methods used shall not cause major damage to the pavement. Major damage is defined as changing the properties of the pavement or removing pavement over 1/8 inch (3 mm) deep. If chemicals are used, they shall comply with the state's environmental protection regulations. No material shall be deposited on the runway shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractors shall repair all spalled concrete as shown on the plans or as directed by the Engineer. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphaltic concrete with a minimum Marshall stability of 1,200 lbs (544 kg) and maximum flow of 20 (units of 0.01 in). The material shall be compacted with equipment approved by the Engineer until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphaltic concrete pavement repair. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. The base course and subbase shall be replaced if it has been infiltrated with clay, silt, or other material affecting the load bearing capacity. Materials and methods of construction shall comply with the other applicable sections of this specification.

101-3.5 Cold milling. Milling shall be performed with a power operated milling machine or grinder, capable of producing a finished surface that provides a good bond to the new overlay. The milling machine or grinder shall operate without tearing or gouging the under laying surface. The milling machine or grinder shall be equipped with automatic grade and slope controls. All millings shall be removed and disposed off Airport property, unless otherwise specified. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material that was removed with new material at no additional cost to the Owner.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The Engineer shall layout the area to be milled with a straightedge in increments of 1 foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall not be included in the measurement for payment.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade and tolerances specified. The machine shall cut vertical edges. A positive method of dust control shall be provided. The machine shall have the ability to remove the millings or cuttings from the pavement and load them into a truck.

c. Clean up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual aggregate and fines are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove any remaining aggregate or fines.

101-3.6. Preparation of asphalt pavement surfaces. Existing asphalt pavements indicated to be treated with a surface treatment shall be prepared as follows:

~~a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt concrete similar to that of the existing pavement in accordance with paragraph 101-3.4.~~

~~b. Repair joints and cracks in accordance with paragraph 101-3.2.~~

~~c. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.~~

~~d. Clean pavement surface immediately prior to placing the surface treatment by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.~~

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the Engineer. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry. Allow sufficient time to dry out joints prior to sealing.

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Clean joints by sandblasting, or other method approved by the Engineer, on each joint face with nozzle held at an angle and not more than three inches (75 mm) from face. Following sandblasting, clean joints with air free of oil and water. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Preparation of Crack. Widen crack with router or random crack saw by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, joints will be blown out with a hot air lance combined with oil and water-free compressed air.

101-3.8.4 Removal of Existing Sealant. Existing sealants in cracks will be removed by random crack saw. Following sawing, any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

METHOD OF MEASUREMENT

~~[**101-4.1 Lump sum.** No separate measurement for payment will be made. The work covered by this section shall be considered as a subsidiary obligation of the Contractor and covered under the other contract items.]~~

~~**101-4.1 Pavement removal.** The unit of measurement for pavement removal shall be the number of square yards (square meters) removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.~~

101-4.1 Patches. The unit of measurement shall be the square foot for corner breaks and square foot for partial and full slab replacements completed including saw cuts for removals, breaking and removal and disposal of concrete, removal and disposal of existing aggregate base and placing and curing of the new concrete repairs.

101-4.2 Diamond Grinding. The unit of measurement shall be the square foot of diamond grinding completed including cleanup and removal of slurry created by grinding.

101-4.3 Saw and Seal Joints and Route and Seal Cracks. The unit of measurement shall be the linear foot of joint or crack including removal of old sealant, routing and cleaning of existing and new cracks and placing new backer rod and sealant.

~~101-4.3 Paint and rubber removal.~~ The unit of measurement for paint and rubber removal shall be the square foot (meter).

~~101-4.4 Spalled and failed asphaltic concrete pavement repair:~~

~~a. The unit of measure for concrete spall repair shall be the number of square feet (square meter). The location and average depth of the patch shall be determined and agreed upon by the Engineer and the Contractor.~~

~~b. The unit of measure for failed asphaltic concrete pavement shall be square feet (square meter).~~

~~101-4.5 Cold milling.~~ The unit of measure for cold milling shall be [] inches of milling per square yard (square meter). The location and average depth of the cold milling shall be determined and agreed to by the Engineer and the Contractor prior to beginning the work. If the initial cut doesn't correct the condition and surface correction is required, the Contractor shall re-mill the area and will be paid only once for the total depth of milling.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1 Patches, Full-Depth, Full-Depth, Full, Partial or Corner Break

Item P 101-5.2 Diamond Grinding

Item P 101-5.3 Saw and Seal Joints (Apron or Runway and Taxiway)

Item P-101-5.4 Route and Seal Cracks

Pavement Removal

Item P 101 5.2 Joint and Crack Repair

Item P 101 5.3 Paint and Rubber Removal

Item 101-5.4 Spalled and Failed Asphaltic Concrete Pavement Repair:

(1) Concrete Spall Repair

(2) Failed asphaltic concrete pavement:

Item P 101 5.5 Cold Milling

MATERIAL REQUIREMENTS

ASTM D6690 Standard Specification For Joint And Crack Sealants, Hot Applied, For Concrete And Asphalt Pavements

END OF ITEM P-101

Item P-208 Aggregate Base Course

208-1.1 This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

208-2.1 Aggregate base. The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other similar materials produced from approved sources. The aggregate shall be free from lumps of clay, organic matter, and other objectionable materials or coatings.

Crushed aggregate shall consist of clean, sound, durable stones and rock crushed to specified size and shall be free from excess soft or disintegrated pieces, dirt, or other objectionable matter. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as nearly constant and uniform as practicable.

The coarse aggregate portion, defined as the portion retained on the No. 4 sieve, shall not have a loss of greater than 50% when tested per ASTM C131. The sodium sulfate soundness loss shall not exceed 12%, or the magnesium sulfate soundness loss shall not exceed 18%, after five cycles, when tested in accordance with ASTM C88. The aggregate shall have at least 60% by weight of particles with at least two fractured faces and 75% with at least one fractured face per ASTM D5821. The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces. The aggregate shall contain no more than 15%, by weight, of flat, elongated, or flat and elongated particles per ASTM D4791. A flat particle is one having a ratio of width to thickness greater than three (3); an elongated particle is one having a ratio of length to width greater than three (3).

The fine aggregate portion, defined as the portion passing the No. 4 sieve, produced in crushing operations shall be incorporated in the base material to the extent permitted by the gradation requirements.

a. Sampling and testing for initial aggregate base requirements. Samples shall be taken by the Contractor in the presence of the Engineer. Material shall meet the requirements in paragraph 208-2.1 and 208-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

208-2.2 Gradation requirement. The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine as defined by ASTM D2487 and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa. The fraction of material passing the No. 200 (0.075 mm) sieve shall not exceed one-half the fraction passing the No. 40 (0.45 mm) sieve. The portion of the filler and binder, including any blended material, passing the No. 40 (0.45 mm) sieve shall have a liquid limit not more than 25 and a plasticity index not more than five (5) when tested per ASTM D4318.

Requirements for Gradation of Aggregate Base

Sieve Size	Design Range Percentage by Weight	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation Percent
1 inch (25 mm)	100		±8
3/4 inch (19 mm)	70-100		±8

Sieve Size	Design Range Percentage by Weight	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation Percent
No. 4 (4.75 mm)	35-65		±8
No. 40 (0.45 mm)	10-25		±5
No. 200 (0.075 mm)	5-15		±3

The “Job Control Grading Band Tolerances for Contractor’s Final Gradation” in the table shall be applied to “Contractor’s Final Gradation” to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

a. Sampling and testing for gradation. The Contractor shall take at least two aggregate base samples per lot to check the final gradation. Sampling shall be per ASTM D75. The lot will be consistent with the lot size used for density. The samples shall be taken from the in-place, un-compacted material in the presence of the Engineer. Sampling points and intervals will be designated by the Engineer.

CONSTRUCTION METHODS

208-3.1 Operations in pits and quarries. All work involved in clearing and stripping pits and quarries, including handling of unsuitable material, shall be performed by the Contractor. All material shall be handled in a manner that shall secure a uniform and satisfactory base product. The base course material shall be obtained from sources that have been approved by the Engineer.

208-3.2 Preparing underlying subgrade and/or subbase. The underlying subgrade and/or subbase shall be checked and accepted by the Engineer before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with P-152, at the Contractor’s expense, may be required by the Engineer if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

208-3.3 Production. The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 208-3.5, the approved material may be transported directly to the spreading equipment.

208-3.4 Placing. The aggregate base material shall be placed and spread on the prepared underlying subgrade and/or subbase and compacted in layers to the thickness shown on the plans. Work shall progress without interruption. The material shall be deposited and spread in lanes in a uniform layer without segregation to such loose depth that, when compacted, the layer shall have the specified thickness. The aggregate base course shall be constructed in layers of uniform thickness of not less than 3 inches (75 mm) nor more than 6 inches (150 mm) of compacted thickness. The aggregate as spread shall be of uniform grading with no pockets of fine or coarse materials. The aggregate, unless otherwise permitted by the Engineer, shall not be spread more than 2,000 square yards (1700 sq m) in advance of the rolling. Any necessary sprinkling shall be kept within these limits. Care shall be taken to prevent cutting into the underlying layer during spreading. No material shall be placed in snow or on a soft, muddy, or frozen course. The aggregate base material shall be spread by spreader boxes or other approved devices. This equipment shall have positive thickness controls that spread the aggregate in the required amount to avoid or minimize the need for hand manipulation. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

When more than one layer is required, the construction procedure described here shall apply similarly to each layer.

208-3.5 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density. The moisture content of the material during placing operations shall be within ± 2 percentage points of the optimum moisture content as determined by ASTM D1557.

208-3.6 Acceptance sampling and testing for density. Aggregate base course shall be accepted for density on a lot basis. A lot will consist of one day's production if it does not exceed 2400 square yards (2000 sq m). A lot will consist of one-half day's production if a day's production is between 2400 and 4800 square yards (2000 and 4000 sq m). The Engineer shall perform all density tests.

Each lot shall be divided into two equal sublots. One test shall be made for each subplot and shall consist of the average of two random locations for density determination. Sampling locations will be determined by the Engineer on a random basis per ASTM D3665.

Each lot shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the entire lot shall be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached.

208-3.7 Surface tolerances. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the Engineer. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8 inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Accuracy. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

208-3.8 Thickness control. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the Engineer. Tests shall be taken at intervals representing no more than 300 square yards (250 sq m) per test. Where the thickness is deficient by more than 1/2 inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

208-3.9 Protection. Perform construction when the atmospheric temperature is above 35°F (2°C). When the temperature falls below 35°F (2°C), protect all completed areas by approved methods against detrimental effects of freezing. Correct completed areas damaged by freezing, rainfall, or other weather conditions to meet specified requirements. When the aggregates contain frozen materials or when the underlying course is frozen or wet, the construction shall be stopped. Hauling equipment may be routed over completed portions of the base course, provided no damage results. Equipment shall be routed over the full width of the base course to avoid rutting or uneven compaction. The Engineer will stop all hauling over completed or partially completed base course when, in the Engineer's opinion, such hauling is causing damage. Any damage to the base course shall be repaired by the Contractor at the Contractor's expense.

208-3.10 Maintenance. The Contractor shall maintain the base course in a satisfactory condition until the full pavement section is completed and accepted by the Engineer. The surface shall be kept clean and free from foreign material and properly drained at all times. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Any base course that is not paved over prior to the onset of winter shall be retested to verify that it still complies with the requirements of this specification. Any area of base course that is damaged shall be reworked or replaced as necessary to comply with this specification.

Equipment used in the construction of an adjoining section may be routed over completed base course, if no damage results and the equipment is routed over the full width of the base course to avoid rutting or uneven compaction.

THE CONTRACTOR SHALL REMOVE ALL SURVEY AND GRADE HUBS FROM THE BASE COURSES PRIOR TO PLACING ANY BITUMINOUS SURFACE COURSE.

METHOD OF MEASUREMENT

208-4.1 The quantity of aggregate base course shall be measured by the number of ~~square yards (square meters)~~ of material actually constructed and accepted by the Engineer as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

208-5.1 Payment shall be made at the contract unit price per ~~square yards (square meters)~~ for aggregate base course. This price shall be full compensation for furnishing all materials and for all operations, hauling, placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-208-5.1 Aggregate Base Course - per ~~square yards (square meters)~~

TESTING REQUIREMENTS

ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D422	Standard Test Method for Particle-Size Analysis of Soils
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft ³ (600 kN-m/m ³))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft ³ (2700 kN-m/m ³))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4718	Standard Practice for Correction of Unit Weight and Water Content for Soils Containing Oversize Particles

- ASTM D4791 Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
- ASTM D5821 Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
- ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

END OF ITEM P-208

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Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne, Type II	Yellow	33538 or 33655	115 sf/gal max	Type I, Gradation A	7 lb/gal
Waterborne, Type II	Black	37038	115 sf/gal max	Type I, Gradation A	7 lb/gal
Waterborne, Type II	White	37925	115 sf/gal max	Type I, Gradation A	7 lb/gal
Waterborne, Type II	Red	31136	115 sf/gal max	Type I, Gradation A	7 lb/gal

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36-inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36-inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than ¹	100	75	10

¹ Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of markings shall be paid for shall be measured by the number of square feet of painting and accepted.

620-4.2 The quantity of reflective media shall be paid for by the number of pounds (km) of reflective media.

620-4.3 The quantity of paint removal shall be measured by the number of square feet of pavement markings removed by waterblast.

BASIS OF PAYMENT

620-5.1 Payment for markings shall be made at the contract price for by the number of square feet of painting

620-5.2 Payment for reflective media shall be made at the contract unit price for the number of pounds of reflective media.

620-5.3 Payment for reflective media shall be made at the contract unit price for the number of pounds of reflective media.

Payment will be made under:

- Item P-620-5.1 Runway and Taxiway Marking per square foot
- Item P-620-5.2 Reflective Media per pound
- Item P-620-5.3 Runway Paint Removal per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based
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Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

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APPENDIX A CONSTRUCTION SAFETY & PHASING PLAN (CSPP)

CONSTRUCTION SAFETY & PHASING PLAN

**REHABILITATE RUNWAY, TAXIWAY, AND
APRON
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA**

FAA AIP PROJECT NO. 3-19-0067-012

Prepared For: OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA



Prepared By:

AECOM
500 SW 7th Street, Suite 301
Des Moines, Iowa 50309

March 11, 2022

Contents

- 1. Coordination..... 1
- 2. Phasing 2
- 3. Areas and Operations Affected by Construction 3
- 4. Protection of Navigation Aids (NAVAIDs) 4
- 5. Contractor Access..... 4
- 6. Wildlife Management..... 5
- 7. Foreign Object Debris (FOD) Management 5
- 8. HAZMAT Management 6
- 9. Notification of Construction Activities 6
- 10. Inspection Requirements 7
- 11. Underground Utilities..... 7
- 12. Penalties 8
- 13. Special Conditions 9
- 14. Runway and Taxiway Visual Aids 9
- 15. Markings and Signs for Access Routes 9
- 16. Hazard Marking and Lighting 9
- 17. Protection of Areas, Zones and Surfaces 10
- 18. Other Limits on Construction..... 10

1. Coordination

- a. Predesign / Scoping Meeting
 - Held December 14, 2021
 - Attendees: Mr. Dylan Mulfinger, City of Oelwein
Mr. Anthony Pollard, FAA Airports Project Engineer
Mr. David Hughes, Design Engineer

- b. Pre-bid Meeting
 - CSPP to be reviewed and discussed
 - Operational safety to be reviewed and discussed
 - Construction phasing to be reviewed and discussed
 - Key Attendees: Mr. Dylan Mulfinger, City of Oelwein
Design Engineer
Bidding Contractors

- c. Preconstruction Conference
 - CSPP& SPCD to be review and discussed
 - Operational safety to be reviewed and discussed
 - Construction phasing to be reviewed and discussed
 - Coordination of NAVAID shutdowns to be discussed
 - Key Attendees: Mr. Dylan Mulfinger, City of Oelwein
Design Engineer
Resident Project Representative
Contractor Superintendent
Subcontractor Representative(s)
FAA Airports Project Engineer

- d. Progress Meetings
 - To be held on a weekly basis during construction
 - Operational safety to be reviewed and discussed
 - Construction phasing to be reviewed and discussed
 - Key Attendees: Mr. Dylan Mulfinger, City of Oelwein
Design Engineer
Resident Project Representative
Contractor Superintendent
Subcontractor Representative(s)

- e. Scope or Schedule Changes and FAA ATO Coordination
 - Changes to the scope or schedule may require revisions to the CSPP.
 - All revisions must be reviewed and approved by the airport operator and the FAA.
 - Any change to air traffic control procedures will need coordination with FAA ATO. No changes are anticipated.

2. Phasing

a. Phase 1

- Phase 1 must conclude prior to beginning Phase 2.
- Prior to beginning Phase 1 work.
 - Contractor shall notify the owner 72 hours in advance to close Runway 13-31 and Taxiway to Apron so that a NOTAM may be issued.
 - NAVAIDS and airfield lights for Runway 13-31 will be de-energized.
 - The contractor shall place a tarped closed runway marker at the locations designated as “X” shown in the safety and operations and phasing plans.
 - The contractor shall mark the taxiway and runway’s object free area (OFA). The object free areas shall be marked with a survey lathe and paint, located 25’ intervals. Contractor to keep all workers, equipment, and materials outside of these areas during construction phase. These survey lathes shall be maintained throughout this phase. Vehicles, equipment or materials cannot be parked, unattended or stockpiled within the object free areas while working in this phase.
 - Contractor shall place a row of barricades at each barricade location designated as “1 with no gaps greater that 4 feet. Barricades shall be located outside of the runways object free area.
- Phase 1 work includes the following:
 - Existing Joint Re-Sealing
 - Random Crack Routing and Sealing
 - Diamond Grinding Along Joints
 - Full Depth PCC Patching of Full and Half Panels and Corner Breaks
 - Patching Includes Removal of Pavement and Base
 - Paint Re-Stripping and Paint Removal.
- During Phase 1, the contractor must stop and determine the way is clear before proceeding onto the taxilane. The contractor shall give way to any aircraft in the area by providing adequate space between themselves and the aircraft. The contractor is responsible for immediately removing any

b. Phase 2

- Phase 2 shall begin immediately following completion of Phase 1.
- Prior to beginning Phase 2 work.
 - The contractor shall notify the owner 72 hours in advance to close Runway 13-31 and Taxiway to Apron so that a NOTAM may be issued.
 - NAVAIDS and airfield lights will be de-energized.
 - The Contractor shall place a closed runway marker at the locations designated as “X” shown in the Safety and Operations and Phasing Plans.
 - Contractor shall place row of barricades at the barricade location designated as “2”.
- Phase 2 work includes the following:
 - Existing Joint Re-Sealing
 - Random Crack Routing and Sealing
 - Diamond Grinding Along Joints
 - Full Depth PCC Patching of Full and Half Panels and Corner Breaks
 - Patching Includes Removal of Pavement and Base
 - Paint Re-Stripping and Paint Removal.
 - Removal of Pavement Within RSA.
- Remove all barricades, runway closure markers, energize lighting and NAVAIDS previously disabled prior to reopening the airfield to aircraft traffic.

3. Areas and Operations Affected by Construction

a. Existing Taxiway

- Open during Phase 1.
- Closed during Phase 2.

b. Runway 13-31

- Closed during Phase 1.
- Closed during Phase 2.

c. Runway 18-36

- Open during Phase 1.
- Closed during Phase 2

d. Other Airport Operations

- During Phase 1, operations at OLZ shall be limited to Runway 18-36.
 - Contractor vehicles and equipment will remain outside of the Object Free Areas.

- During Phase 2, operations at OLZ shall cease, except maintenance.
 - The airfield will be closed including the taxiway, aprons and runways.

4. Protection of Navigation Aids (NAVAIDs)

- a. During Phase 1 and 2, the contractor shall coordinate disabling of the FAA owned NAVAIDS with the City Administrator.
- b. The Contractor shall not alter or remove any NAVAIDS.

5. Contractor Access

a. Site Access

- See Safety and Operations Plan.
- Access for Phase 1 and Phase 2 will be through the existing drive west of main entrance. Vehicles will travel along the southern edge of the hangars and along the northwest edge of the existing taxilane and remain outside the Object Free Areas.
- Vehicles may operate within the OFA provided they give right of way to oncoming aircraft by either maintaining a safe distance ahead or behind the aircraft or by exiting the OFA to let the aircraft pass.
- No personnel or equipment is allowed in the Taxiway Safety Area (TSA) or Runway Safety Area (RSA) while the taxiway or runway is operational.
- Vehicles operating within the within the limits of the OFA and equipment will not be parked, unattended or materials stockpiled within this Object Free Area while the associated Taxiway or Runway is active.
- Contractor shall keep personal vehicles and unused equipment in the staging area.

b. Stockpiling

- See Safety and Operations Plan.
- Stockpiling of materials is limited to outside the OFA and the Contractor's Staging Area shown in the Safety and Operations Plan and limited to 25 feet.

c. Vehicle and Pedestrian Operations

- All personnel and vehicles must enter and leave the Air Operations Area (AOA) through the route discussed above.
- Aircraft ALWAYS have the right-of-way over vehicles when maneuvering on non-movement areas. Aircraft also have the right-of-way on the movement areas.
- Vehicles and personnel must remain within the barricaded areas except for movements in and out of the staging area.

d. Marking and Lighting of Vehicles

- All authorized vehicles required to work on the airport property will have a rotating yellow beacon affixed to the uppermost point on the vehicle at all times. The beacon must be visible from all directions day and night including in the air. If it is not practical to mount rotating beacon on construction equipment, the equipment shall have a flag affixed meeting the requirements in FAA AC 150/5210-5D.

e. Site Security

- Access is limited to personnel that have escort privileges in accordance with Oelwein Municipal Airport Security Requirements including airfield driver training or are under direct escort by a person with these escort privileges.

6. Wildlife Management

The Contractor will mitigate wildlife hazards during construction as follows:

a. Trash

- All construction personnel will dispose of food scraps in closed containers provided by the Contractor. The Contractor will empty all containers off-site.

b. Standing Water

- The Contractor will immediately re-grade or drain any area with standing water remaining more than three (3) hours after a rainfall event.

c. Wildlife Sightings

- The resident project representative and/or Construction Superintendent will immediately notify the airport manager by phone when wildlife sited on the airfield.

7. Foreign Object Debris (FOD) Management

The Contractor will mitigate FOD control during construction as follows:

a. Housekeeping

- All construction personnel will secure all items that may be carried by wind onto an air operations area (AOA). See Safety and Operations Plan.

b. Airfield

- The contractor shall perform a tire-check (rocks, mud, debris, etc.) on all vehicles traversing the AOA paved areas from non-paved surfaces to prevent FOD.

- The Contractor will immediately sweep or other remove any FOD located on an AOA paved surface.

8. HAZMAT Management

The Contractor will manage hazardous materials transported during construction as follows:

- a. Fuel or Hydraulic Fluid Spills
 - The Contractor will have available a spill kit capable of containing and removing leaked fluids.
 - The Contractor will immediately notify the airport manager by phone of all spills.
- b. Fueling
 - All construction vehicles will be fueled on-site and are limited to the contractor's staging area as depicted in the plans.
- c. Other HAZMAT
 - No other hazardous material is expected to be transported on-site during construction.

9. Notification of Construction Activities

- a. Contact List and Emergency Coordination
 - The Contact List of City and Consultant personnel and emergency contacts is listed below:
 - City of Oelwein – Mr. Dylan Mulfinger
 - AECOM Design Engineer – Mr. David Hughes (515) 991-4449
 - AECOM Resident Project Representative
 - Fire, Rescue – 911
 - FBO – George Tegeler (319) 283-5089
 - The contractor shall provide a list of 24-hour contact numbers for project to be added to this list.
- b. FAA Notification
 - The city of Oelwein will submit a 7460 case for construction equipment.
- c. NOTAMs
 - The city of Oelwein will issue all NOTAMs
- d. Emergency Procedures
 - The Contractor is responsible for establishing emergency protocols to ensure the safety of their employees.

- The Contractor is responsible for promptly notifying the appropriate parties in the event of an emergency. The order of contacting parties may differ on the type of emergency, but typically the airport manager should be notified first or second if the emergency poses risks to those operating in the AOA.

10. Inspection Requirements

a. City Requirements

- The city of Oelwein will inspect all closed paved surfaces prior to opening each phase to air traffic operations.
- The city of Oelwein will conduct a final inspection of the entire project after the permanent painting is completed.

b. Resident Project Representative Requirements

- The resident project representative will conduct daily observations of the worksite during construction operations. A daily diary will be maintained to document these site visits.
- Daily Inspections – The contractor shall perform daily safety inspections to insure all construction operations are in conformance with the Construction Safety and Phasing Plan (CSPP).
- Final Inspections – Prior to opening any portion of the airport to traffic, the contractor, engineer and airport operator shall perform a safety inspection of the area to be opened to traffic to insure conformance with the Construction Safety and Phasing Plan (CSPP).

c. Contractor Requirements

- The Contractor Superintendent will conduct routine inspections of the worksite to ensure compliance with the CSPP and SPCD.
- The Contractor Superintendent will attend the on-site inspections of each phase and the final project inspection.

11. Underground Utilities

- Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown. Prior to beginning any type of excavation, the contractor shall contact the utilities involved and make arrangements for the location of the utilities on the ground. The contractor shall maintain the utility location markings until they are no longer necessary.
 - State law, the underground facilities damage prevention act, requires two working days advance notification through the One-Call system center before excavating using mechanized equipment or explosives (except in the case of an emergency). The One-Call system phone number is 811.

The contractor is advised that there is a severe penalty for not making this call. Not all utility companies are members of the state One-Call system; therefore, the contractor is advised to contact all non-member utilities as well as the One-Call system.

b. FAA Facilities

- FAA will field locate and mark electrical and control cables for Runway 13 REILs and the AWOS.
- The Contractor will hand dig to locate FAA utilities within 10 feet of any proposed work.

c. City Utilities

- The contractor is responsible for field location and verification of airport owned utilities within the project work area. All known facilities have been shown on the existing conditions plan sheets.
- The Contractor Superintendent will contact Iowa One Call to delineate all municipal utilities a minimum of 48 hours prior to any excavation work.

d. Utility Damage

- The Contractor Superintendent will suspend all construction activity upon the damage of any underground utility until the owner is identified and the utility repaired.

12. Penalties

a. Construction Suspension

- i. The city of Oelwein will immediately suspend all construction if and when a Contractor or Subcontractor employee enters the Air Operations Area (AOA) outside of the designated work area(s).

b. Expulsion of Non-Compliant Employees

- i. The city of Oelwein may permanently prohibit any consultant or contractor employee acting in violation with airport rules and regulations from entering or working on airport property.

c. Failure of the contractor (including employees) or any of his subcontractors (including employees) to comply with ATCT instructions, the airport safety plan, or any of the other requirements of the airport while operating on airport property, shall be subject to the following:

- i. The contractor shall receive a fine of \$1,000.00, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fines or penalties imposed on the airport as a result of the incident will be assessed to the contractor.

- ii. The contractor shall receive a fine of \$5,000.00 to be deducted from any monies due him, and the vehicle operator will receive a loss of driving privileges on the airport. In addition, any fine or penalties imposed on the airport as a result of the incident will be assessed to the contractor.

13. Special Conditions

- a. Aircraft Accident
 - All construction personnel will immediately vacate airport property and remain off until cleared by the city of Oelwein.
- b. Security Breach
 - All construction personnel will immediately vacate airport property and remain off until cleared by the city of Oelwein.

14. Runway and Taxiway Visual Aids

- a. FOD Prevention
 - All temporary airport markings, lighting, signs and taxiway closed "X"s will be secured properly to prevent FOD.
- b. Markings
 - Airfield markings shall be in compliance with AC 150/5340-1, per plans.
- c. Lighting
 - Taxiway edge lighting shall be disabled and reinstated in a manner that does not affect lighting in other areas. Temporary power outages required to service lights shall be coordinated in advance with the City Administrator.
- d. Signing
 - Taxiway signage shall be covered and uncovered in a non-destructive manner. Any alteration to airfield signage shall be coordinated in advance with the airport operations manager.

15. Markings and Signs for Access Routes

- a. No temporary markings or signs will be used.

16. Hazard Marking and Lighting

- a. Barricades
 - The Contractor will place and maintain low profile, highly reflective, alternating orange and white, and lighted barricades at the locations indicated. Barricade height no more than 18 inches excluding flags and

or lights. See attached plans for placement location. Barricades will be spaced in a manner to not allow vehicles to pass through the barricades.

b. Warning Indicators

- The Contractor will place warning indicators (flags, lathe with ribbon, etc.) at airport facility cables and underground power lines and Obstacle Free Areas (OFA) to make it easier for Contractor personal to avoid these areas.

c. Maintenance

- The Contractor shall provide an on-call person 24 hours a day for emergency maintenance of airport hazard lighting and barricades.
- Contact information for hazard marking maintenance shall be on file with the airport operator.
- Hazard lighting shall be checked daily at dusk by the Contractor.

17. Protection of Areas, Zones and Surfaces

a. Approach and Departure Surfaces

- No work will be located within approach or departure surfaces.

b. Safety Areas and OFAs

- No construction will occur within the Runway Safety Area (RSA) or Runway Object Free Area (ROFA) of any active runway.
- Work is located immediately adjacent to the Safety Area (TSA). For work in these areas, the portion of taxiway will be closed. Construction activities will occur within the Object Free Area (OFA) of Taxiway A.
- See Section 5 Contractor Access for additional information regarding movements and operations in these areas.

c. Open Trenches & Excavations

- Open trenches or excavations are not allowed within the safety area of an open taxiway.
- Open trenches shall be prominently marked with red or orange flags and lighted with red lights on barricades during hours of restricted visibility or darkness. See Section 16.a Barricades for more information.

d. Erosion Control

- Soil erosion shall be controlled by the contractor to maintain Taxiway Safety Area requirements.
- No potentially hazardous ruts, humps, depressions or other surface variations shall be present.

18. Other Limits on Construction

a. Prohibitions

- Cranes and other equipment taller than 25 feet will not be deployed without a 7460 approval determination letter issued by FAA.
- Open flame welding, torches, electrical blasting caps (explosives), and flare pots will not be used at any time on AOA. Electrical blasting caps are also prohibited within 1000 feet of airport property.
- Night work will not be allowed.
- Fall seeding is suspended after September 30th.

DRN	TLO	DES	DBO	CHK	DBH	APP

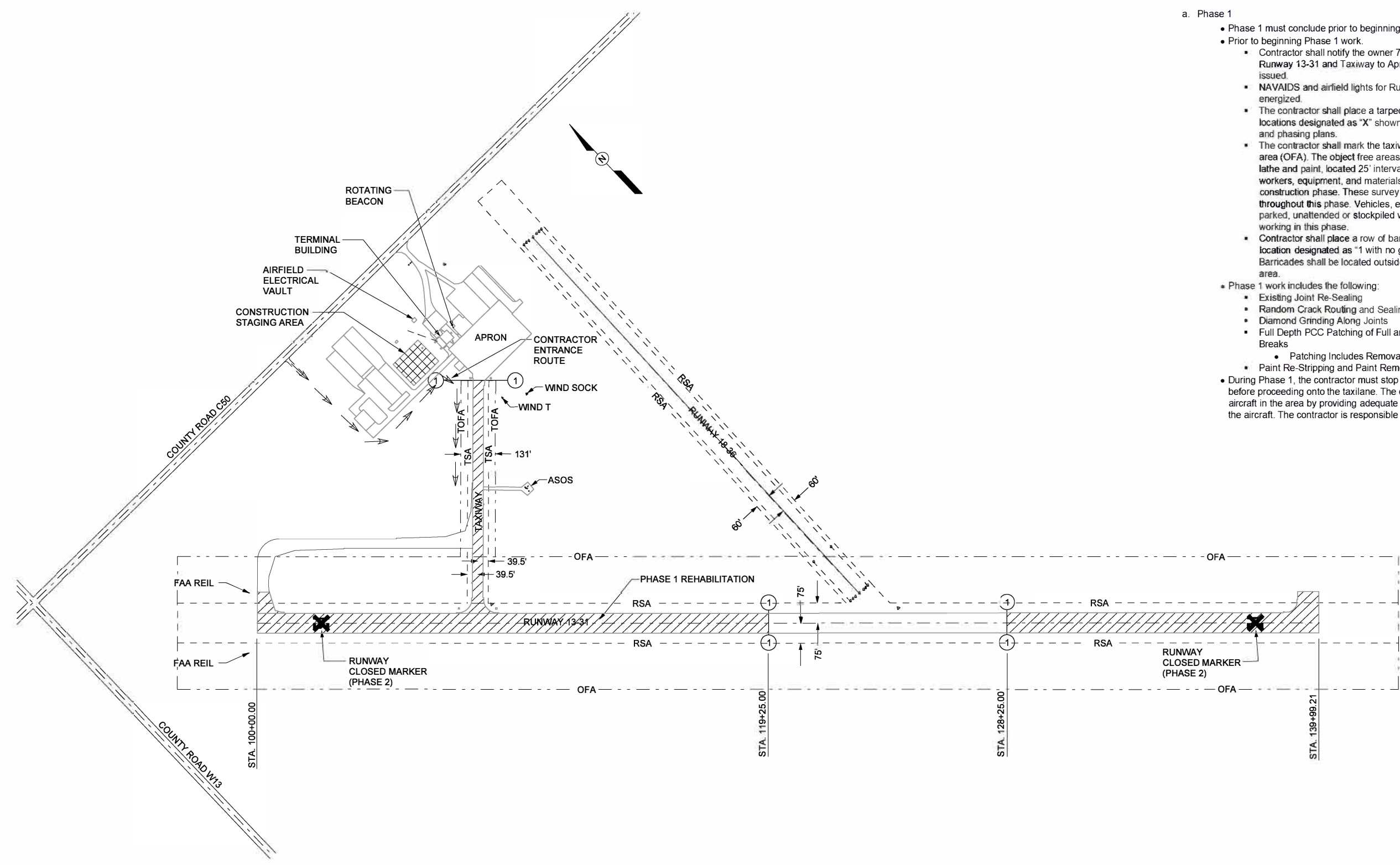


REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

PHASING PLAN
PHASE 1

DATE	MARCH 11, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	419

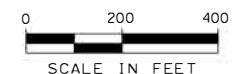
- a. Phase 1
- Phase 1 must conclude prior to beginning Phase 2.
 - Prior to beginning Phase 1 work.
 - Contractor shall notify the owner 72 hours in advance to close Runway 13-31 and Taxiway to Apron so that a NOTAM may be issued.
 - NAVAIDS and airfield lights for Runway 13-31 will be de-energized.
 - The contractor shall place a tarped closed runway marker at the locations designated as "X" shown in the safety and operations and phasing plans.
 - The contractor shall mark the taxiway and runway's object free area (OFA). The object free areas shall be marked with a survey lath and paint, located 25' intervals. Contractor to keep all workers, equipment, and materials outside of these areas during construction phase. These survey lathes shall be maintained throughout this phase. Vehicles, equipment or materials cannot be parked, unattended or stockpiled within the object free areas while working in this phase.
 - Contractor shall place a row of barricades at each barricade location designated as "1" with no gaps greater than 4 feet. Barricades shall be located outside of the runways object free area.
 - Phase 1 work includes the following:
 - Existing Joint Re-Sealing
 - Random Crack Routing and Sealing
 - Diamond Grinding Along Joints
 - Full Depth PCC Patching of Full and Half Panels and Corner Breaks
 - Patching Includes Removal of Pavement and Base
 - Paint Re-Stripping and Paint Removal.
 - During Phase 1, the contractor must stop and determine the way is clear before proceeding onto the taxiway. The contractor shall give way to any aircraft in the area by providing adequate space between themselves and the aircraft. The contractor is responsible for immediately removing any



LEGEND

① — ① BARRICADE LOCATION.
NUMBER IN CIRCLE
INDICATES PHASE
BARRICADE IS REQUIRED.

WORK AREA



\$\$\$USER\$\$\$
\$\$\$PRF\$\$\$
\$\$\$DATE\$\$\$
\$\$\$DGN\$\$\$

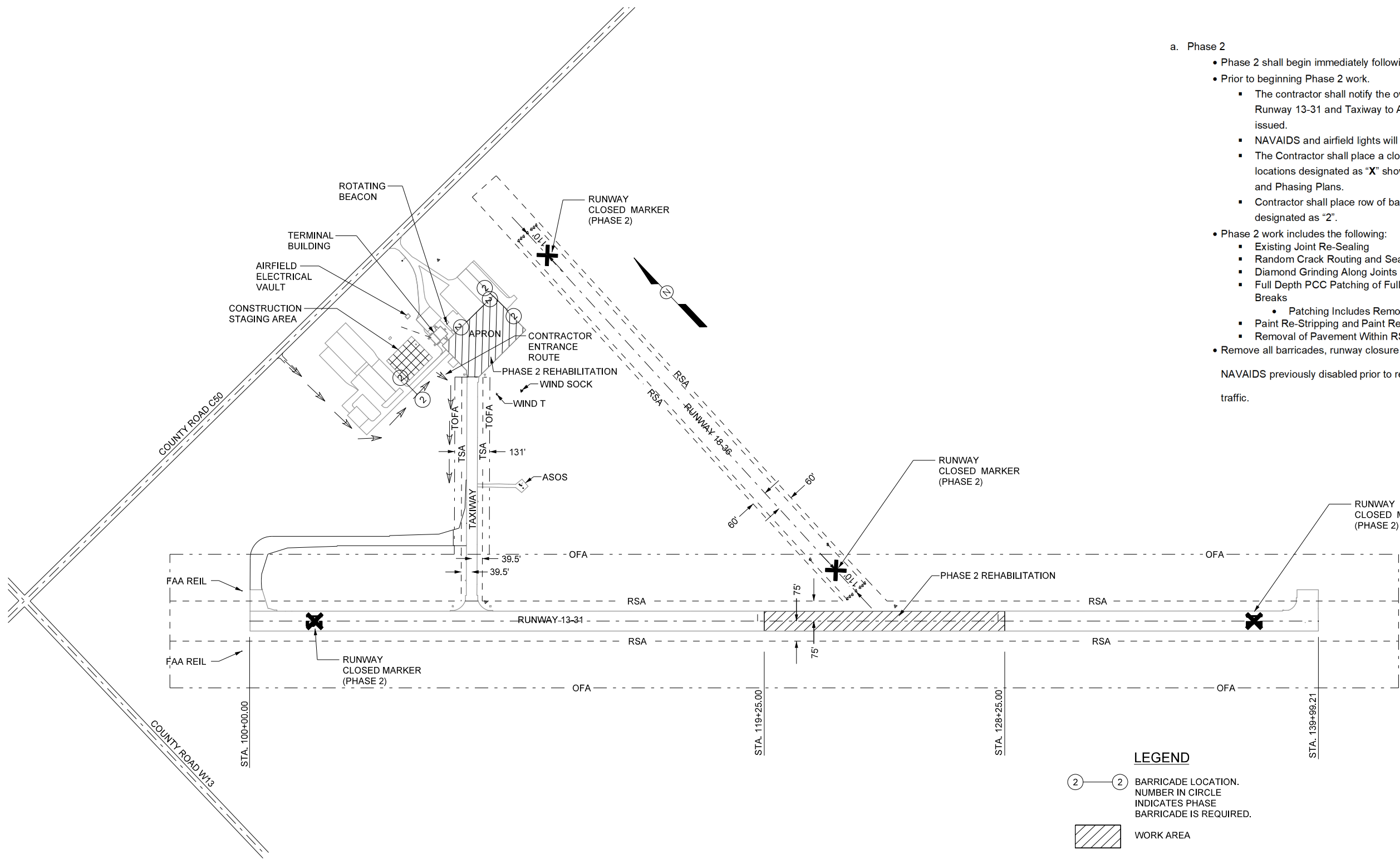


REHABILITATE RUNWAY, TAXIWAY, AND APRON
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OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

PHASING PLAN
PHASE 2

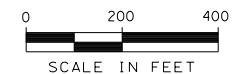
DATE	MARCH 11, 2022
PROJECT NO	60676643
FILENAME	
SHEET NO	
DRAWING NO	420

- a. Phase 2
- Phase 2 shall begin immediately following completion of Phase 1.
 - Prior to beginning Phase 2 work.
 - The contractor shall notify the owner 72 hours in advance to close Runway 13-31 and Taxiway to Apron so that a NOTAM may be issued.
 - NAVAIDS and airfield lights will be de-energized.
 - The Contractor shall place a closed runway marker at the locations designated as "X" shown in the Safety and Operations and Phasing Plans.
 - Contractor shall place row of barricades at the barricade location designated as "2".
 - Phase 2 work includes the following:
 - Existing Joint Re-Sealing
 - Random Crack Routing and Sealing
 - Diamond Grinding Along Joints
 - Full Depth PCC Patching of Full and Half Panels and Corner Breaks
 - Patching Includes Removal of Pavement and Base
 - Paint Re-Stripping and Paint Removal.
 - Removal of Pavement Within RSA.
 - Remove all barricades, runway closure markers, energize lighting and NAVAIDS previously disabled prior to reopening the airfield to aircraft traffic.

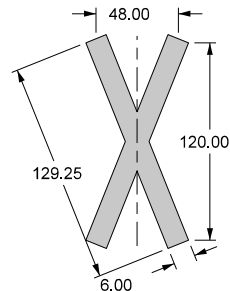


LEGEND

- BARRICADE LOCATION. NUMBER IN CIRCLE INDICATES PHASE BARRICADE IS REQUIRED.
- WORK AREA

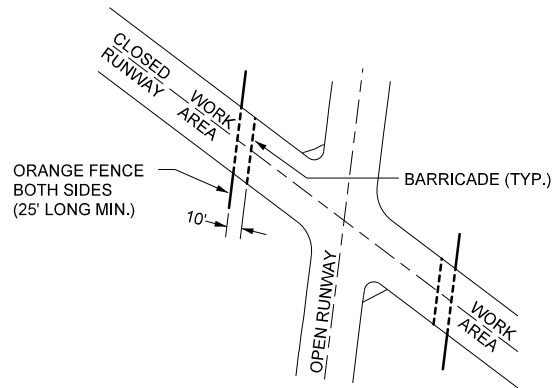


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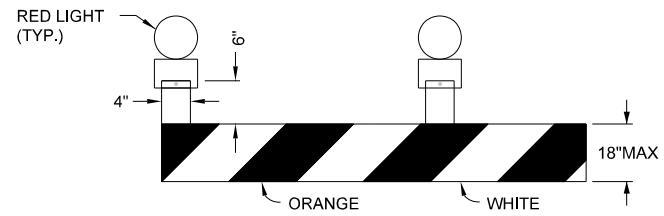


1 TEMPORARILY CLOSED RUNWAY MARKING DETAIL NOT TO SCALE

NOTE: TEMPORARY MARKER FOR CLOSED RUNWAY TO BE CONSTRUCTED OF FABRIC, PLYWOOD, SNOW FENCE OR SUITABLE MATERIAL. SECURE THE MARKER IN PLACE AS NOTED TO DENOTE A CLOSED TAXIWAY. MARKER IS INCLUDED IN TRAFFIC CONTROL.



2 DETAIL A NOT TO SCALE



4 TYPICAL BARRIACDE NOT TO SCALE

BRACKETS TO ACCEPT 2 LIGHTS AND TWO FLAGS. FACE TO BE BI-DIRECTIONAL ORANGE AND WHITE MARKINGS.

NOTES

1. BARRICADE BOARDS, OR ENGINEERING APPROVED LOW-PROFILE, LOW MASS IMPACT BARRICADES SHALL BE USED ON PAVEMENT.
2. LIGHTS SHALL BE SECURELY ANCHORED TO BARRICADES.
3. BARRICADE SHALL BE PROPERLY WEIGHED TO PREVENT MOVEMENT BY WIND, PROP WASH, OR JET BLAST OF UP TO 75 M.P.H.
4. CONTRACTORS SHALL BE REQUIRED TO INSPECT BARRICADES DAILY TO ENSURE THAT BARRICADES ARE INTACT AND IN PROPER WORKING ORDER IN ACCORDANCE WITH THIS SPECIFICATION.
5. LIGHT SHALL EITHER BE OMNIDIRECTIONAL, OR EVERY OTHER LIGHT SHALL BE ROTATED 90 DEGREES.
6. BARRICADE SHALL BE 10- FEET LONG WITH ALTERNATING 6" BANDS OF INTERNATIONAL ORANGE AND WHITE .
7. LIGHT SPACING SHALL NOT EXCEED 10 FEET, OPERATED BETWEEN SUNSET AND SUNRISE AND PERIODS DURING LOW VISIBILITY.
8. BARRICADES SHALL START 4 FEET FROM EDGE OF PAVEMENT AND SPACED 4 FEET MAXIMUM.

OPERATIONAL EFFECTS TABLE

PROJECT	REHABILITATE RUNWAY, TAXIWAY AND APRON		
PHASE	EXISTING	PHASE 1: TAXIWAY AND RUNWAY 13-31 OUTSIDE OF RUNWAY 18-36 OFA	PHASE 2: RUNWAY 13-31 INSIDE OF RUNWAY 18-36 OFA AND APRON
SCOPE OF WORK	N/A	JOINT AND CRACK ROUTE AND SEALING AND PAVEMENT REPAIRS AND PAINT RESTRIPPING FOR TAXIWAY AND RUNWAY 13-31 OUTSIDE OF THE OFA FOR RUNWAY 18-36	JOINT AND CRACK ROUTE AND SEALING AND PAVEMENT REPAIRS AND PAINT RESTRIPPING FOR RUNWAY 13-31 WITHIN THE OFA FOR RUNWAY 18-36 AND WORK WITHIN THE APRON AREA
EFFECTS OF CONSTRUCTION	N/A	RUNWAY 13-31 CLOSED	AIRFIELD CLOSED
AIRCRAFT OPERATIONS GA: 10/DAY			
RUNWAY 13-31 CHARACTERISTICS	AIRPLANE DESIGN GROUP	B-II	CLOSED
	RSA WIDTH	150'	
	OFA WIDTH	500'	
	RSA AND OFA LENGTH BEYOND RUNWAY END	300'	
RUNWAY 18-36 CHARACTERISTICS (TURF RUNWAY)	AIRPLANE DESIGN GROUP	A-I	OPEN
	RSA WIDTH	120'	
	OFA WIDTH	250'	
	RSA AND OFA LENGTH BEYOND RUNWAY END	240'	
	TSA WIDTH	79'	
TOFA WIDTH	131'		
INFORMATION FOR NOTAMS	N/A	EQUIPMENT CROSSING TAXILANE BETWEEN HANGARS AND TERMINAL APRON. RUNWAY 13-31 CLOSED. NAVAIDS, LIGHTS DISABLED.	AIRFIELD CLOSED. NAVAIDS, LIGHTS DISABLED.

Item 8.

DRN CHK

NO

REVISIONS

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

AECOM

REHABILITATE RUNWAY, TAXIWAY, AND APRON
FAA AIP PROJECT NO. 3-19-0067-012
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

STAGING DETAILS

DATE MARCH 11, 2022

PROJECT NO 60676643

FILENAME

SHEET NO

DRAWING NO 421

\$\$\$USER\$\$\$
\$\$\$PRF\$\$\$
\$\$\$DATE\$\$\$
\$\$\$DGN\$\$\$

ENGINEER'S DESIGN REPORT

REHABILITATE RUNWAY, TAXIWAY, AND
APRON
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

FAA AIP PROJECT NO. 3-19-0067-012

Prepared For:

OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA



Prepared By:

AECOM
500 SW 7th Street, Suite 301
Des Moines, Iowa 50309

March 15, 2022

ENGINEER'S DESIGN REPORT
FOR
REHABILITATE RUNWAY, TAXIWAY, AND APRON
AT THE
OELWEIN MUNICIPAL AIRPORT
OELWEIN, IOWA

FAA AIP PROJECT NO. 3-19-0067-012


	<p>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.</p> <p style="text-align: right;"><i>David B. Hughes</i> March 14, 2022</p>
	<p>DAVID B. HUGHES, P.E. Date</p>
	<p>License No. 13037</p> <p>My license renewal date is December 31, 2023.</p> <p>Pages or sheets covered by this seal: <u>All pages</u></p> <hr/> <hr/>

Table of Contents

GENERAL SCOPE OF PROJECT 2

DESIGN ADVISORY CIRCULARS..... 3

DESIGN STANDARDS..... 3

NON-AIP WORK..... 3

AIRPORT OPERATIONAL SAFETY 4

SITE CONDITIONS..... 4

PAVEMENT DESIGN 4

DRAINAGE DESIGN 5

MATERIAL AVAILABILITY 5

PAVEMENT MARKING..... 5

LIGHTING 5

SIGNAGE..... 5

MISCELLANEOUS WORK ITEMS 6

FAA OWNED FACILITIES 6

UTILITY LINES 6

ENVIRONMENTAL CONCERNS..... 6

ENGINEERS ESTIMATE..... 7

SPONSOR MODIFICATION TO STANDARDS..... 7

DBE PARTICIPATION 7

Appendices

APPENDIX A: Engineers Cost Estimate

SECTION 1 GENERAL SCOPE OF PROJECT

The project involves the rehabilitation of the runway, taxiway, apron, and re-stripping pavement markings. The following list summarizes the elements of construction that are anticipated.

Runway 13-31:

- Existing joint re-sealant.
- Random crack routing and sealing.
- Diamond grinding along joints.
- Full depth PCC patching of full and half panels and corner breaks, which includes the removal of pavement and base.
- Paint re-stripping and paint removal.

Taxiway:

- Existing joint re-sealant.
- Random crack routing and sealing.
- Diamond grinding along joints.
- Full depth PCC patching of full and half panels and corner breaks, which includes the removal of pavement and base.
- Paint re-stripping and paint removal.

Apron:

- Existing joint re-sealant.
- Random crack routing and sealing.
- Diamond grinding along joints.
- Full depth PCC patching of full and half panels and corner breaks, which includes the removal of pavement and base.
- Paint re-stripping and paint removal.

The work described above will be funded under an AIP grant allocated to the airport. All items of work are AIP eligible.

**SECTION 2
 DESIGN ADVISORY CIRCULARS**

The following FAA Advisory Circulars (AC) and Engineering Briefs were used.

- Painting , Marking and Lighting of Vehicles Used on an Airport – AC 150/5210-5D
- Airport Design - AC 150/5300-13A
- Airport Pavement Design and Evaluation – AC 150/5320-6F
- Standards for Airport Marking – AC 150/5340-1L
- Design and Installation Details for Airport Visual Aids – AC 150/5340-30J
- Specification for L-853, Runway and Taxiway Retroreflective Markers – AC 150/5345-39D
- Specification for Runway and Taxiway Light Fixtures – AC 150/5345-46E
- Standards for Airport Sign Systems – AC 150/5340-18F
- Operational Safety on Airports During Construction – AC 150/5370-2G

**SECTION 3
 DESIGN STANDARDS**

The Oelwein Municipal Airport is an Airplane Design Group B-II aircraft airfield. The Advisory Circular has the following requirements for this classification:

Dimension	Runway 13-31	Runway 18-36 (Turf)
Airplane Design Group	B-II	A-I
Runway Safety Area Width	150 ft	120 ft
Runway Safety Area Length Beyond Runway End	300 ft	240 ft
Runway Object-Free Area Width	500 ft	250 ft
Runway Object-Free Area Length Beyond Runway End	300 ft	240 ft
Taxiway Pavement Width	35 ft	N/A
Taxiway Safety Area Width	79 ft	N/A
Taxiway Object-Free Area Width	131 ft	N/A
Taxiway Design Group	1A	N/A

**SECTION 4
 NON-AIP WORK**

All work associated with this project is AIP eligible.

**SECTION 5
AIRPORT OPERATIONAL SAFETY**

Contractor is responsible for compliance with the requirements of FAA Advisory Circular (AC) 150/5370-2G, Operational Safety on Airports During Construction. Contractor is required to submit a Safety Plan Compliance Document (SPCD) in accordance with AC 150/5370-2G.

The Contractors will place and maintain barricades at the positions indicated on the Construction Safety Plan of the plan sheets. The Contractors shall give the sponsor a minimum of 72 hours' notice for a request to close the runway or taxiways.

All authorized vehicles required to work on the airport property will have a rotating beacon affixed to the uppermost point on the vehicle at all times. The beacon must be visible from all directions day and night, including from the air. If it is not practical to mount a rotating beacon on construction equipment, the equipment shall have a 3'x3' orange and white checkered flag affixed meeting the requirements in AC 150/5210-5D. Vehicle heights within the various construction phases have been limited to 25 feet. See Appendix B for the Safety Operations and Phasing Plans.

**SECTION 6
SITE CONDITIONS**

Soil Conditions

Not applicable to this project.

Groundwater Conditions

Not applicable to this project.

**SECTION 7
PAVEMENT DESIGN**

Existing Pavement Section

Oelwein's existing pavement section is as follows

Runway 13-31:

- 5-inches of PCC
- 3.5-inches of Asphalt Cement
- 5.5-inches of Base Course

Taxiway:

- 5-inches of PCC

Rehabilitate Runway, Taxiway, and Apron
FAA AIP 3-19-0067-012

Oelwein Municipal Airport
Oelwein, Iowa

3.5-inches of Asphalt Cement
5.5-inches of Base Course

Apron:

5-inches of PCC
6-inches of Asphalt Cement
5-inches of Base Course

Aircraft Mix

Not applicable to this project.

**SECTION 8
DRAINAGE DESIGN**

Not applicable to this project.

**SECTION 9
MATERIAL AVAILABILITY**

All materials are locally available.

**SECTION 10
PAVEMENT MARKING**

The airfield markings were designed in accordance with AC 150/5340-1L. This advisory circular defines markings for runway and taxiway pavements and vehicle roadways. Temporary marking may be used as a method of marking the taxiway and runway until final marking is performed at the completion of paving.

**SECTION 11
LIGHTING**

During rehabilitation, no lighting shall be affected. During Phase 1 and Phase 2, NAVAIDS and lights will be de-energized and will be energized prior to reopening the airfield.

**SECTION 12
SIGNAGE**

Not applicable to this project.

**SECTION 13
MISCELLANEOUS WORK ITEMS**

Temporary erosion control measures will be used for the duration of the project. Items include silt fence. All graded areas will be mulched and seeded after paving.

**SECTION 14
FAA OWNED FACILITIES**

During Phase 1 Runway 13-31 will remain closed and Runway 18-36 will remain open. During Phase 2 the airfield will be closed until the construction has been completed.

**SECTION 15
UTILITY LINES**

The information concerning underground utilities was completed from information and sketches furnished by or obtained from utility companies, the Owner, the FAA, or the National Weather Service. The Contractor is advised to determine the exact locations from the available sources of information or provide his own means of detection.

**SECTION 16
ENVIRONMENTAL CONCERNS**

There are no notable environmental concerns. Erosion control devices will be used to control sediment runoff from the project limits.

**SECTION 17
ENGINEERS ESTIMATE**

Item No.	Spec No.	Description	Unit	Plan Quantity	Estimated Unit Price	Extended Total
1	C-105	Mobilization	LS	1	\$19,000.00	\$19,000.00
2	GP 40-05	Traffic Control	LS	1	\$9,500.00	\$9,500.00
3	P-101-5.1	Patches, Full-Depth, Full Slab	SY	120	\$200.00	\$24,000.00
4	P-101-5.1	Patches, Full-Depth Finish, Partial Slab	SY	35	\$200.00	\$7,000.00
5	P-101-5.1	Patches, Full-Depth Finish, Corner Break	SF	450	\$25.00	\$11,250.00
6	P-101-5.2	Diamond Grinding	SF	1,020	\$5.00	\$5,100.00
7	P-101-5.3	Saw and Seal Joints (Apron)	LFT	8,650	\$2.50	\$21,625.00
8	P-101-5.3	Saw and Seal Joints (Runway and Taxiway)	LFT	58,000	\$2.50	\$145,000.00
9	P-101-5.3	Route and Seal Cracks	LFT	900	\$2.00	\$1,800.00
10	P-208-5.1	Crushed Aggregate Base Course – 6 Inch	SY	150	\$25.00	\$3,750.00
11	P-620-5.1	Runway and Taxiway Marking	SF	29,400	\$2.00	\$58,800.00
12	P-620-5.2	Reflective Media (Type I, Gradation A)	LB	1,375	\$2.00	\$2,750.00
13	P-620-5.3	Runway Paint Removal	SF	3,625	\$2.00	\$7,250.00
		Total				\$316,825.00

Table 1: Engineers Estimate

The complete Engineers Cost Estimate can be found in Appendix A.

**SECTION 18
SPONSOR MODIFICATION TO STANDARDS**

No design standards have been modified for the proposed work on the FY 2022 Airport Improvement Program.

**SECTION 19
DBE PARTICIPATION**

Not applicable to this project.

APPENDIX A: Engineers Cost Estimate

Rehabilitate Runway, Taxiway, and Apron
 FAA AIP 3-19-0067-012

Oelwein Municipal Airport
 Oelwein, Iowa

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST OELWEIN MUNICIPAL AIRPORT REHABILITATE RUNWAY, TAXIWAY, AND APRON FAA AIP PROJECT NO. 3-19-0067-012 AECOM PROJECT NO. 60676643 3/11/2022						
ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	PLAN QUANTITY	ESTIMATED UNIT PRICE	EXTENDED TOTAL
1	C-105	MOBILIZATION	LS	1	\$ 19,000.00	\$ 19,000.00
2	GP 40-05	TRAFFIC CONTROL	LS	1	\$ 9,500.00	\$ 9,500.00
3	P-101-5.1	PATCHES, FULL-DEPTH FINISH, FULL SLAB	SY	120.0	\$ 200.00	\$ 24,000.00
4	P-101-5.1	PATCHES, FULL-DEPTH FINISH, PARTIAL SLAB	SY	35	\$ 200.00	\$ 7,000.00
5	P-101-5.1	PATCHES, FULL-DEPTH FINISH, CORNER BREAK	SF	450	\$ 25.00	\$ 11,250.00
6	P-101-5.2	DIAMOND GRINDING	SF	1,020	\$ 5.00	\$ 5,100.00
7	P-101-5.3	SAW AND SEAL JOINTS (APRON)	LFT	8,650	\$ 2.50	\$ 21,625.00
8	P-101-5.3	SAW AND SEAL JOINTS (RUNWAY AND TAXIWAY)	LFT	58,000	\$ 2.50	\$ 145,000.00
9	P-101-5.3	ROUTE AND SEAL CRACKS	LFT	900	\$ 2.00	\$ 1,800.00
10	P-208-5.1	CRUSHED AGGREGATE BASE COURSE - 6 INCH	SY	150.0	\$ 25.00	\$ 3,750.00
11	P-620-5.1	RUNWAY AND TAXIWAY MARKING	SF	29,400	\$ 2.00	\$ 58,800.00
12	P-620-5.2	REFLECTIVE MEDIA (TYPE I, GRADATION A)	LB	1,375	\$ 2.00	\$ 2,750.00
13	P-620-5.3	RUNWAY PAINT REMOVAL	SF	3,625	\$ 2.00	\$ 7,250.00
TOTAL						\$ 316,825.00

Includes 10% Extra

Includes 10% Extra

Taxiway CL	Length	Width		Stop Bar		Paint Removal
Yellow	950	0.5	475	Yellow	122	3617
Black	1900	0.5	950	Black	198	
Taxiway CL to West	Length	Width		Tie Down T's		
Yellow	318	0.5	159	Yellow	163	
Black	636	0.5	318	Black	338	
Taxiway CL to East	Length	Width		Number 13		Number 31
Yellow	318	0.5	159	White	950	White 950
Black	636	0.5	318	Black	168	Black 168
Threshold Marking				Aiming Point		Runway Centerlin
White	10350			White	6000	White 3150
Black	1869			Black	460	Black 2126.25
Totals:	White		21400	Beads	1303	
	Yellow		1078		66	
	Black		6913.25			
			29391.25		1368	

NOTICE TO BIDDERS
for the Taking of Construction Bids
for the
REHABILITATE RUNWAY, TAXIWAY AND APRON
AT THE OELWEIN MUNICIPAL AIRPORT
in the City of Oelwein, Iowa

FAA AIP PROJECT NO. 3-19-0067-012

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Oelwein, Iowa, at her office in the City Hall of the said City on the 21st day of April, 2022, until 10:00 a.m. local time, for the construction of the **REHABILITATE RUNWAY, TAXIWAY AND APRON**, as described in detail in the plans and specifications now on file in the Office of the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662.

OPENING OF BIDS

All proposals received will be opened in open meeting to be held in the Council Chambers in the City Hall in the City of Oelwein, Iowa, on the 21st day of April, 2022, at 10:00 a.m. local time, and the proposals will be acted upon at such later time and place as may then be fixed.

PRE-BID MEETING

A pre-bid meeting for this project will be held in the Terminal Building at the Oelwein Municipal Airport, Oelwein, Iowa, at 9:00 a.m., Local Time, on April 14, 2022.

SCOPE OF WORK

The work to be performed in this project shall include the following described improvements to the Oelwein Municipal Airport, Oelwein, Iowa:

Concrete Pavement Joint Clean and Sealing, Concrete Pavement Crack Routing and Sealing, Partial and Full Panel Portland Cement Concrete Pavement Repairs and Airfield Pavement Marking for Apron, Taxiway and Runway.”

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be completed in forty-five (45) calendar days from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages.

PAYMENTS

Payments will be made to the Contractor based on monthly estimates in amounts equal to ninety-five percent (95%) of the Contract value of the work completed, including materials and equipment delivered to the job site during the preceding calendar month, and will be based upon an estimate prepared on the first day of each month by the Contractor, checked by the Engineer and submitted to the City on or before the 15th day of the month in question. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally completed. The balance of the five percent (5%) due the Contractor will be paid not earlier than thirty-one (31) days from the date of final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the Specifications.

PLANS AND SPECIFICATIONS

Copies of the bid documents, including project drawings and technical specifications, are on file and may be inspected at the office of the City Clerk, City of Oelwein, 20 Second Avenue SW, Oelwein, Iowa, and the office of AECOM, 500 SW 7th Street, Suite 301, Des Moines, Iowa 50309, or 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents, free of charge, by inputting Quest project #8151279 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

An optional paper set of project documents is available from our Waterloo AECOM office with a deposit of **\$25.00**. Said \$25.00 deposit is **fully-refundable if the Bidding Documents are returned in good condition within 14 days of the bid opening. PAYMENT SHALL BE BY CHECK ONLY.**

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest total bid.

The City reserves the right to reject any or all bids, readvertise for new bids, and to waive informalities in the bids submitted that may be in the best interest of the City.

Bids may be held by the City of Oelwein, Iowa, for a period not to exceed sixty (60) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Quantity) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Oelwein shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

Each Proposal will be accompanied in a separate labeled and sealed envelope by a certified check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or bid bond in the amount of five percent (5%) of the total amount bid, made payable to the order of the City of Oelwein, Oelwein, Iowa. The check must not contain any condition in the body or endorsement thereon. The checks or bid bonds of the two lowest Bidders will be retained until the low bidder has been designated and a Contract is approved. Other bid securities will be returned within forty-eight (48) hours after bid opening. A successful Bidder's bid security shall be forfeited to the City as liquidated damages in the event the Bidder fails or refuses to enter into a Contract within fifteen (15) days after the bids are received and post bond satisfactory to the City insuring the faithful fulfillment of the Contract. Bidder shall use the Bid Bond form provided in the Specifications.

PERFORMANCE AND PAYMENT BONDS

The successful Bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the Contract price. The bond of any surety company authorized by the Commission of Insurance of the

State of Iowa to do business in the State of Iowa, and which has filed its Certificate of Authority with the Clerk of Court, will be accepted as security for any Contract.

PREDETERMINED WAGE RATE

Predetermined wage rates shall apply to all work on this project in accordance with Iowa General Decision No. IA20220081. In addition, the Prime Contractor shall submit certified payrolls for itself and each approved subcontractor weekly to the project Engineer. The Contractor may use the Iowa DOT Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, liquidated damages will be assessed for work that is not completed according to the overall contract time at a rate of \$500.00 per calendar day.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by City officials, the prime contractor, and all subcontractors, if any.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Oelwein.

SITE INSPECTION

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Oelwein shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ERRORS IN BID

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

MINIMUM WAGE RATES

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

CIVIL RIGHTS – TITLE VI ASSURANCES

The **City of Oelwein, Iowa**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:
 - a. Timetables
 - b. Goals for minority participation for each trade 2.0%
 - c. Goals for female participation in each trade 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the

subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Iowa, Fayette County, and City of Oelwein.

NON-SEGREGATED FACILITIES REQUIREMENTS

1. Notice to Prospective federally-assisted construction contractors:
 - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
 - b. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.
2. Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities:
 - a. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
 - b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
 - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

DISADVANTAGED BUSINESS ENTERPRISE

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contracts. In accordance with 49 CFR Part 26.45, the sponsor has established a contract goal of **3.4 percent** participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The bidder shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal.

DAVIS-BACON ACT, AS AMENDED

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify that each lower tier participant of a "covered transaction" under the project is not presently debarred or

otherwise disqualified from participation in this federally-assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>.
- ii. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC Section 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy American Certification with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

DRUG-FREE WORKPLACE

The contractor and all subcontractors agree to comply with the Drug-Free Workplace Act of 1988 - 41 USC 702 through 706.

MARKING AND MAILING BIDS

Envelopes containing bids must be sealed and addressed to the City Clerk, 20 Second Avenue SW, Oelwein, Iowa 50662, and marked in the upper left hand corner as follows:

Bid of _____ (Name and Address of Contractor) _____ for Rehabilitate Runway, Taxiway and Apron, Oelwein Municipal Airport, Oelwein, Iowa, FAA AIP Project No. 3-19-0067-012.

To be opened in City Hall Council Chambers at 10:00 O'clock Local Time, April 21, 2022.

Published by authority of the City of Oelwein, Iowa.

By:

Dylan Mulfinger, City Administrator

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March 14, 2022

Honorable Mayor and City Council
City of Oelwein
20 2nd Avenue SW
Oelwein, Iowa 50662-2241

**RE: Bid Recommendation
Segment 3 Trail Improvements, Oelwein, Iowa
Project No. 21-931**

Dear Mayor DeVore and Council Members:

On March 14, 2022, eight bids were opened and read for construction of the above referenced project. A tabulation of the bid is attached. The opinion of probable cost and bid totals were as follows:

Engineers Opinion of Cost	\$185,745.00
Bacon Concrete LLC, Postville, IA	\$177,660.00
Miller’s Construction, Hazleton, IA	\$183,299.18
Matt Construction, Sumner, IA	\$185,719.00
Baker Enterprises, Inc., Waverly, IA	\$185,781.00
Tschiggfrie Excavation, Co., Dubuque, IA	\$205,211.60
Eastern Iowa Excavating and Concrete, Cascade, IA	\$222,302.40
Ethan Koehn Construction, Farmersburg, IA	\$236,722.62
Vieth Construction, Corp, Cedar Falls, IA	\$308,903.00

The low bid from Bacon Concrete LLC is 95.6 percent of the Engineer’s bid estimate. After review of information regarding the low bidder, we recommend the City award the construction contract for the project to Bacon Concrete LLC per their proposal. Please let me know any questions.

Sincerely,

Jon Biederman, PE, LSI
Senior Project Manager

JSB:amr

Enclosure

O:\Oelwein, City of\21-931 Segment 3 Trail\PA Final\21-931 - City - 2022-03-14 - Letter of Recommendation.docx

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Bacon Concrete LLC		Millers Construction		Matt Construction		Baker Enterprises, Inc.		Tschiggfrie Exc. Co.		Eastern Iowa Excavating and Concrete		Ethan Koehn Construction		Vieth Const. Corp.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-C	CLEARING AND GRUBBING	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$7,800.00	\$7,800.00	\$800.00	\$800.00	\$1,198.00	\$1,198.00	\$2,750.00	\$2,750.00
2	2010-D-3	TOPSOIL, OFF-SITE	CY	200	\$20.00	\$4,000.00	\$28.50	\$5,700.00	\$40.00	\$8,000.00	\$27.00	\$5,400.00	\$30.00	\$6,000.00	\$35.00	\$7,000.00	\$35.75	\$7,150.00	\$18.76	\$3,752.00	\$54.00	\$10,800.00
3	2010-E	EXCAVATION, CLASS 10	CY	572	\$12.00	\$6,864.00	\$9.00	\$5,148.00	\$8.00	\$4,576.00	\$12.00	\$6,864.00	\$15.00	\$8,580.00	\$12.00	\$6,864.00	\$55.85	\$31,946.20	\$9.84	\$5,628.48	\$23.00	\$13,156.00
4	2010-H	GRANULAR STABILIZATION	TON	100	\$29.00	\$2,900.00	\$21.00	\$2,100.00	\$20.00	\$2,000.00	\$22.00	\$2,200.00	\$22.50	\$2,250.00	\$24.00	\$2,400.00	\$57.00	\$5,700.00	\$19.23	\$1,923.00	\$38.00	\$3,800.00
5	2010-J	SUBBASE, MODIFIED, 6" THICK	SY	2108	\$7.50	\$15,810.00	\$6.50	\$13,702.00	\$7.00	\$14,756.00	\$6.25	\$13,175.00	\$7.50	\$15,810.00	\$7.80	\$16,442.40	\$9.00	\$18,972.00	\$6.03	\$12,711.24	\$11.00	\$23,188.00
6	4020-A-1	STORM SEWER, TRENCHED, CMP, 8" DIA.	LF	20	\$30.00	\$600.00	\$45.00	\$900.00	\$75.00	\$1,500.00	\$24.00	\$480.00	\$40.00	\$800.00	\$40.00	\$800.00	\$31.75	\$635.00	\$24.67	\$493.40	\$66.00	\$1,320.00
7	4030-B	PIPE APRON, CMP, 8"	EA	2	\$350.00	\$700.00	\$250.00	\$500.00	\$210.00	\$420.00	\$175.00	\$350.00	\$285.00	\$570.00	\$350.00	\$700.00	\$275.00	\$550.00	\$100.00	\$200.00	\$750.00	\$1,500.00
8	5020-999-A	YARD HYDRANT RELOCATION	LS	1	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,700.00	\$1,700.00	\$1,650.00	\$1,650.00	\$852.00	\$852.00	\$3,200.00	\$3,200.00
9	5020-999-B	VALVE BOX RISER	EA	2	\$400.00	\$800.00	\$400.00	\$800.00	\$100.00	\$200.00	\$200.00	\$400.00	\$200.00	\$400.00	\$610.00	\$1,220.00	\$96.50	\$193.00	\$249.00	\$498.00	\$1,300.00	\$2,600.00
10	7030-A	REMOVAL OF SIDEWALK	SY	353	\$8.00	\$2,824.00	\$6.00	\$2,118.00	\$7.00	\$2,471.00	\$14.00	\$4,942.00	\$7.00	\$2,471.00	\$9.40	\$3,318.20	\$10.85	\$3,830.05	\$6.90	\$2,435.70	\$14.00	\$4,942.00
11	7030-A	REMOVAL OF SHARED USE PATH	SY	14	\$12.00	\$168.00	\$6.00	\$84.00	\$100.00	\$1,400.00	\$14.00	\$196.00	\$10.00	\$140.00	\$9.60	\$134.40	\$19.00	\$266.00	\$8.11	\$113.54	\$52.00	\$728.00
12	7030-A	REMOVAL OF DRIVEWAY	SY	16	\$8.00	\$128.00	\$6.00	\$96.00	\$100.00	\$1,600.00	\$14.00	\$224.00	\$10.00	\$160.00	\$10.00	\$160.00	\$33.00	\$528.00	\$8.11	\$129.76	\$46.00	\$736.00
13	7030-B	REMOVAL OF CURB	LF	43	\$25.00	\$1,075.00	\$10.00	\$430.00	\$20.00	\$860.00	\$14.00	\$602.00	\$30.00	\$1,290.00	\$15.00	\$645.00	\$32.00	\$1,376.00	\$13.22	\$568.46	\$19.00	\$817.00
14	7030-C	SHARED USE PATH, PCC, 6" THICK	SY	1338	\$52.00	\$69,576.00	\$46.00	\$61,548.00	\$56.50	\$75,597.00	\$55.00	\$73,590.00	\$45.00	\$60,210.00	\$47.00	\$62,886.00	\$36.65	\$49,037.70	\$67.05	\$89,712.90	\$72.00	\$96,336.00
15	7030-C	SHARED USE PATH, PCC, 8" THICK, REINFORCED	SY	332	\$80.00	\$26,560.00	\$73.00	\$24,236.00	\$59.00	\$19,588.00	\$65.00	\$21,580.00	\$80.00	\$26,560.00	\$68.00	\$22,576.00	\$59.50	\$19,754.00	\$90.75	\$30,129.00	\$98.00	\$32,536.00
16	7030-E	SIDEWALK, PCC, 5" THICK	SY	12	\$70.00	\$840.00	\$45.00	\$540.00	\$60.00	\$720.00	\$55.00	\$660.00	\$95.00	\$1,140.00	\$41.00	\$492.00	\$81.35	\$976.20	\$155.00	\$1,860.00	\$162.00	\$1,944.00
17	7030-G	DETECTABLE WARNING	SF	45	\$50.00	\$2,250.00	\$58.00	\$2,610.00	\$50.00	\$2,250.00	\$60.00	\$2,700.00	\$45.00	\$2,025.00	\$45.00	\$2,025.00	\$42.00	\$1,890.00	\$70.89	\$3,190.05	\$76.00	\$3,420.00
18	7030-H-1	DRIVEWAY, PAVED, PCC, 8"	SY	27	\$80.00	\$2,160.00	\$73.00	\$1,971.00	\$61.00	\$1,647.00	\$65.00	\$1,755.00	\$90.00	\$2,430.00	\$73.00	\$1,971.00	\$85.75	\$2,315.25	\$126.55	\$3,416.85	\$135.00	\$3,645.00
19	7030-H-2	DRIVEWAY, GRANULAR, CLASS A	TON	120	\$22.00	\$2,640.00	\$21.00	\$2,520.00	\$18.00	\$2,160.00	\$25.00	\$3,000.00	\$22.00	\$2,640.00	\$22.00	\$2,640.00	\$22.25	\$2,670.00	\$19.92	\$2,390.40	\$36.00	\$4,320.00
20	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	LS	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$850.00	\$850.00	\$950.00	\$950.00	\$980.00	\$980.00	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$1,200.00	\$1,200.00
21	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$2,300.00	\$2,300.00	\$3,850.00	\$3,850.00	\$3,489.00	\$3,489.00	\$3,900.00	\$3,900.00
22	8030-999-A	RAILROAD FLAGGER	DAY	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
23	8940-B	REMOVE AND REINSTALL SIGN PER PLAN	EA	2	\$20.00	\$40.00	\$350.00	\$700.00	\$50.00	\$100.00	\$300.00	\$600.00	\$330.00	\$660.00	\$350.00	\$700.00	\$325.00	\$650.00	\$308.00	\$616.00	\$340.00	\$680.00
24	8940-C	STEEL BREAKAWAY SIGN POSTS	LF	156	\$20.00	\$3,120.00	\$15.00	\$2,340.00	\$22.00	\$3,432.00	\$14.00	\$2,184.00	\$16.00	\$2,496.00	\$16.00	\$2,496.00	\$19.00	\$2,964.00	\$19.21	\$2,996.76	\$21.00	\$3,276.00
25	8940-D	SIGNS, SHEET ALUMINUM	SF	45	\$40.00	\$1,800.00	\$26.00	\$1,170.00	\$63.00	\$2,835.00	\$25.00	\$1,125.00	\$30.00	\$1,350.00	\$35.00	\$1,575.00	\$33.00	\$1,485.00	\$39.78	\$1,790.10	\$34.00	\$1,530.00
26	8940-E	SIGN, INSTALL	EA	13	\$75.00	\$975.00	\$70.00	\$910.00	\$100.00	\$1,300.00	\$65.00	\$845.00	\$75.00	\$975.00	\$75.00	\$975.00	\$44.00	\$572.00	\$48.68	\$632.84	\$45.00	\$585.00
27	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	0.75	\$5,000.00	\$3,750.00	\$4,500.00	\$3,375.00	\$3,800.00	\$2,850.00	\$6,000.00	\$4,500.00	\$6,500.00	\$4,875.00	\$7,200.00	\$5,400.00	\$13,750.00	\$10,312.50	\$6,000.00	\$4,500.00	\$8,500.00	\$6,375.00
28	9060-A	CHAIN LINK FENCE, VINYL COATED-BLACK, 4' HIGH	LF	213	\$35.00	\$7,455.00	\$65.00	\$13,845.00	\$66.86	\$14,241.18	\$59.00	\$12,567.00	\$64.00	\$13,632.00	\$44.00	\$9,372.00	\$63.00	\$13,419.00	\$48.03	\$10,230.39	\$51.00	\$10,863.00
29	9060-B	GATES, ROLLER, 4', VINYL COATED-BLACK, 12'	EA	1	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$2,010.00	\$2,010.00	\$2,000.00	\$2,000.00	\$1,850.00	\$1,850.00	\$2,600.00	\$2,600.00	\$1,800.00	\$1,800.00	\$3,992.00	\$3,992.00	\$3,900.00	\$3,900.00
30	9060-E	REMOVAL OF FENCE	LF	13	\$20.00	\$260.00	\$9.00	\$117.00	\$50.00	\$650.00	\$10.00	\$130.00	\$9.00	\$117.00	\$9.20	\$119.60	\$8.50	\$110.50	\$49.47	\$643.11	\$62.00	\$806.00
31	9060-999-A	CORNER POST AND BRACING, EXISTING CHAIN LINK FENCE	EA	2	\$250.00	\$500.00	\$500.00	\$1,000.00	\$1,068.00	\$2,136.00	\$900.00	\$1,800.00	\$975.00	\$1,950.00	\$460.00	\$920.00	\$950.00	\$1,900.00	\$489.82	\$979.64	\$525.00	\$1,050.00
32	9060-999-B	TRAIL CROSSING GATES, RAILROAD, INSTALL	LS	1	\$4,000.00	\$4,000.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$3,400.00	\$3,400.00	\$2,400.00	\$2,400.00	\$7,500.00	\$7,500.00	\$16,000.00	\$16,000.00
33	11,020-A	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$30,600.00	\$30,600.00	\$29,500.00	\$29,500.00	\$34,900.00	\$34,900.00	\$45,000.00	\$45,000.00
		TOTAL BID				\$185,745.00		\$177,660.00		\$183,299.18		\$185,719.00		\$185,781.00		\$205,211.60		\$222,302.40		\$236,722.62		\$308,903.00

March 11, 2022

Oelwein City Council
20 2nd Ave SW
Oelwein, IA 50662

Honorable Mayor DeVore and City Council Members,

Oelwein Celebrations Renewed, Inc. is asking for your support for a fundraising event to be held on Saturday, July 30, 2022.

We respectfully ask that you permit us to utilize the soccer fields to host a circus for the community. This would be the same circus that has appeared in Independence, IA in previous years. They are well respected and always leave the grounds in the same, if not better, condition than when they arrived.

They carry an insurance policy valued at \$10 million dollars which would cover the city, property, and our committee. Deb Ameling has been in contact with both the circus manager and Dylan Mulfinger, City Administrator, should any questions arise.

Oelwein Celebrations Renewed, Inc. offers our thank you in advance for your continued support of this committee and our community events.

For questions, comments, or concerns, please contact Deb Ameling, Committee Treasurer at (319) 283-8860.



**Thank you,
Oelwein Celebrations Renewed Inc.**

**Kimberly Pont, President
Anthony Ricchio, Vice-President
Debra Ameling, Treasurer
Barbara Rundle, Secretary**



**CITY OF OELWEIN
HOTEL AND MOTEL TAX FUNDING APPLICATION
(TOURISM)**

Application Deadlines
September 1 -- December 1
March 1 -- June 1

Applications must be received by 5:00 p.m. on the deadline date. All areas of the applications must be completed and typed. Each applicant will be afforded the opportunity to attend a brief question and answer session with the Advisory Board.

Organization Name: Oelwein Celebrations Renewed, Inc.

Contact Name: Kimberly Pont

Mailing Address: PO Box 44

City, State, Zip: Oelwein, Iowa 50662

Phone: 319-283-0473 Fax: None Email Address: celebrateoelwein@gmail.com

Total Project Cost: \$40,000+

Total Requested from Hotel/Motel Tax Funds: \$15,000 to cover the stage/sound and bands.

Please indicate which category you are applying for funds:

- Category 1 - Primary
- Category 2 - Community Culture and Education
- Category 3 - Community Recreation and Events
- Category 4 - New and Emerging Organization and Events

Please sign and date this application. Your signature below certifies that you have read and understand all of the guidelines for this funding program. You further understand that you will be required to submit a summary of expenses at the end of the project and that if any funds are not expended or are found to be outside the scope of the grant made by the City Council you will be **required to reimburse/return** these funds to the City of Oelwein.

Applicant:

by: Kimberly K. Pont

Date: February 28, 2022

Kimberly K. Pont
(printed name)

**CITY OF OELWEIN
HOTEL/MOTEL TAX FUNDING APPLICATION
(Tourism)**

Project Identification

1. What is the title of your project? 2022 Oelwein Celebration

Provide a brief description of your project. Attach additional pages, if needed.

This is our annual community celebration. We have three days of activities at Oelwein City Park on Friday, June 3, 2022 beginning at 5 PM through 11 PM, Saturday, June 4, 2022 from 9 AM until Midnight, and on Sunday, June 5, 2022 from 10 AM through 4 PM.

2. Hotel and Motel Tax Funds must be used to fund projects that promote and/or expand tourism activity in Oelwein. How will your project help to realize this goal?

Our celebration is the first "big event" of the summer in our area. We hope people want to get outside and have a good time. It brings people to Oelwein from the surrounding area. The Bill Riley Talent Search, which is new for us this year specifically, brings people from all over Iowa.

3. Project Evaluation:

- A. Targeted Population: All ages – Oelwein and surrounding areas

- 1) Hotel/Motel guests generated by project Unknown

- a. Number of projected hotel/motel guests.
b. How will hotel/motel guests be tracked.

- 2) Number of adults the project will reach 2,500+

- 3) Number of youth the project will reach 2,000+

- B. Geographic area of draw Northeast Iowa

- C. Volunteers

- 1) Number of volunteers 40

- 2) Number of volunteer hours 150 hours

- D. Attendance of event previous year(s) 1,500-2,000 people per day

- E. Day open to public or performance(s)

Our event is Friday, June 3rd, Saturday, June 4th, and Sunday, June 5th. All days have stage events and activities.

4. Project Budget

- A. Please provide a project budget and schedule of completion including all expenses. If desired, the project budget may be attached to the application. If exact costs are not known please attach estimates to the application, which should be identified as such.

Please see attached.

- B. List sources of matching funds obtained below. Funding requests are eligible for up to 100% funding, but priority will be given to projects with additional sources of funding, including in-kind donations.

We have sent out fundraising letters and generally receive monetary gifts of approximately \$18,000 - \$23,000. Donations can be designated for a specific part of the event.

- C. Is this application "seed money" for a new project? If yes, please explain.

No.

- D. Is this application for the expansion of an existing project/program? If yes, please explain.

Well, in a way, yes, because we're bringing in larger, more well-known bands who may attract their own following and we're possibly looking for alternative entertainment so that it's not just a music event.

- E. Have you ever received Hotel/Motel Tax Funding from the City of Oelwein in the past?

Yes: X No: _____ (check one)

If you answered yes, please answer the following: (attach additional pages, if needed)

Amount of Funding: \$ 5,000-\$6,000

Date of Funding: Yearly for our event; amount has varied.

Assurances

Applicants hereby agree and acknowledge that:

If they are awarded funds, they will conduct their operations in accordance with Title VI and the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, as amended, which prohibits discrimination against any employee, applicant for employment, or any person participating in a sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

They will comply with the Americans with Disabilities Act;

They will comply with all other applicable State and federal laws, rules, ordinances, regulations, and orders;

They will expend funds, received as a result of this application, solely on the described project and programs included within the grant application documents within the fiscal year from which the grant is disbursed;

If they are awarded funds, applicants will include in all appropriate promotions, publicity, advertising, and in printed material the following credit line as applicable:

This project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

Our operations are and this project was partially supported by a Hotel-Motel Tax Fund grant from the City of Oelwein.

The filing of this application has been approved by the legally authorizing body of the applicant, if applicable;

The facts, figures and information contained in this application including all attachments, are true and correct;

Failure to comply with the administrative rules for this program will result in the forfeiture of funds allocated based upon this application grant;

All records of the grantee relating to this grant application are available during reasonable business hours to the City or their authorized representative upon request;

All records of the grantee related to this grant will be maintained for a period of three years following the date the final grant payment is made;

Assurances Continued

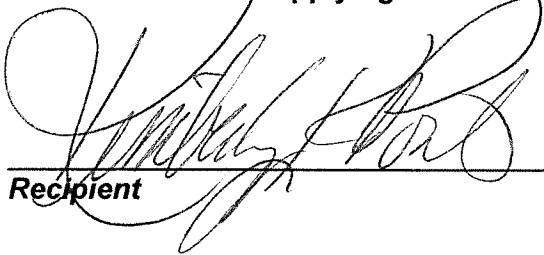
All grantees acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Oelwein as contemplated by Iowa Code Chapter 422A (2007). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Oelwein that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 422A (2) (4) (2007). The grantee additionally and specifically acknowledges and assures the City of Oelwein that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by Iowa Code Section 422A (2)(4)(2007) that it will reimburse, in full, the City of Oelwein the entire amount of the grant;

All grantees acknowledge and assure the City of Oelwein that all grant funds received shall be segregated from other funds maintained by the grantee, until used for the proper purposes as described herein. The sums will be deposited into a segregated, identifiable checking account;

All grantees expressly acknowledge and assure the City of Oelwein that none of the sums received hereunder shall be used for "political purposes" as contemplated by Chapter 56 of the Code of Iowa (2007).

Cost Reimbursement

- A complete project budget and schedule of completion must be included with the application.
- Applicants must have accurate estimates included with the project budget.
- Applicants are eligible for up to 100% funding and funds will be distributed upon approval of the City of Oelwein City Council.
- Funds will be paid only to the applicant, not to contractors or vendors.
- Upon completion of the project, the applicant must submit documentation of expenses and a project recap **within 60 days to City Hall.**
- Any funds that are not expended or are found to be outside the scope of the grant made by the Funding Advisory Board must be reimbursed/returned, by the applicant, to the City of Oelwein **within 60 days.**
- **Failure to comply with the aforementioned rules will prohibit the applicant from applying for funds for one year.**



 Recipient



 Date

 Recipient

 Date

21418 M Avenue
West Union, IA 52175
563-422-3459

March 22, 2022

Oelwein City Council:

Pony Express Riders of Iowa is once again raising funds for Camp Sunnyside. On Easter weekend Pony Express Riders will ride from all corners of Iowa to deliver the funds collected at dances, traffic collection points, auctions and similar activities. Pony Express appreciates the opportunity to collect in Oelwein previously.

We would like permission to collect funds at the intersection of Frederick and Charles. This year we have asked Boy Scout Troop 37. Our event will be on Good Friday, April 15, 2022 from 7:30 AM to noon.

Proof of insurance should arrive from the insurance company in a separate mailing.

Please feel free to contact me if you have questions.

Thank you very much.

Sincerely your servant,



Sheryl L. Struthers
Fayette County Coordinator for Pony Express Riders of Iowa



Minutes

Airport Board
20 Second Avenue SW, Oelwein
March 17, 2022 - 6:30 PM

CALL TO ORDER

Meeting called to order 6:30 PM

ROLL CALL

Present: Bryan, Woodreska, Tuchscherer, Nations, Bagge, Stewart

Absent: Tegeler

APPROVAL OF MINUTES

1. Consideration of a motion to approve the minutes of the January 20, 2022 minutes.

EXPENSE REVIEW

2. Review of Revenue and Expense Reports

No discussion.

FBO REPORT

No discussion.

OLD BUSINESS

3. Discussion with David Hughes of AECOM Airport's Capital Improvement Plan

AECOM Representatives Dave O'Loughlin and Doug Schindel were present to discuss the Capital Improvement Plan. Scheduling the upcoming pavement rehab project was discussed. Possible conflicts with the crop duster's schedule may need to be considered in the bid documents. The board's prioritizing future CIP projects was discussed.

Malcom Kleppe is from Waterloo and is available as a CFI

The \$6,000 wind sock light repair was discussed. The board members have expertise in many different areas and are willing to advise on repairs and other matters.

A conversation was had concerning how The City would be handling fuel sales with the new system.

NEW BUSINESS

Discussion on an Airport event for 2023.

SCHEDULE NEXT MEETING DATE

The May meeting date to coincide with David Hughes meeting with City Council.

ADJOURNMENT

A motion was made by Tuchscherer, seconded Nations to adjourn the meeting at 8:00 PM



Minutes

Park & Rec Meeting
City Hall

Monday March 21st, 2022 - 5:15 PM

Park and Recreation

www.oelwein.fun

Call to Order:

Roll Call: Burkhart, Gearhart, Johnson, Jorgensen, Lenz, Meska, Stasi

Attending: Gearhart, Johnson, Jorgensen, Lenz

Absent: Burkhart, Jorgensen

Approval of Minutes

- Consideration of a motion approving the minutes of the January 18th, 2021 meeting

Motion:	Gearhart	2 nd :	Meska
Aye:	All	Nay:	None

City Park Airplane – Jake Blitsch

Blitsch explained to the board that the airplane at City Park is leased to the legion as it is their responsibility to care for the plane. Blitsch stated that he is wanting to refurbish the plane which his estimates would cost \$4,500 of which they have raised \$1,750 thus far. Blitsch stated that he would like to put a light on the plane once it is all fixed up. Blitsch stated that they would like to close some areas around the landing gear and near the canopy so that birds and other critters could not get into the plane anymore. Blitsch stated that they would like to paint it and reapply all the stencils on the plane again. Blitsch stated that the legion is on board with the project and has received a lot of donations. Gearhart asked if they were going to power wash then paint the airplane, Blitsch replied yes. Blitsch stated that the cemetery crew was very helpful with their assistance installing the block signs at Woodlawn.

Recreation Update

Johnson read rec updated:

Bingo: We offered this for the 1st time on Feb 25th at the High School Cafeteria. It was a huge success. We had 150 people attend. This is a program we will offer again. Dodgeball is all wrapped up for the year. We had 34-st & 2nd graders, 27-3rd & 4th graders and 20-5th & 6th graders, Itty Bitty Basketball was held the last 2 weeks in Feb. Due to bad weather we had to go into the 1st week of March with this program. We had 27 Kindergarteners in this program. Coed Volleyball finished their regular season last week. The end of the season tournament was held this past Sunday.

We are in the middle of forming Soccer teams and getting coaches. We still need to fill 6-1st & 2nd grade, 5-3rd & 4th grade and 4- Kindergarten Soccer Coach positions. We have a lot of kids signed up but not a lot of coaches yet. Weather permitting games will be April 9th-May 14th. Little League registration deadline was last week for 1st-6th grade. Registration for T-ball and blast ball will get sent home through school in April. Our traveling Little League teams will have a scheduling meeting on Sunday, April 3rd at NFV High School. Adult Softball Information will be available April 1st. We are accepting applications for a lot of

positions, refs, umpires, and diamond maintenance. The beginning of Feb. Jessica presented to a UIU Recreation Class on our Wellness Center and Rec programs. Out of this class we were able to schedule 3 people to complete volunteer hours with our programs in Feb and March. We had two water bottle filler/drinking fountain stations installed. These replace 19.5 yr. old drinking fountains. We were a host site for 5 weekend tournaments in Jan and Feb.

Aquatics Update

Johnson explained to the board that Kim Lawless and Peggy Sherrets ran the aquatic center last season and did a great job. This year the same two managers will be returning to manage the pool again. At the end of the season, they talked with staff about the next season and handed out applications for guards to start thinking about committing to the following season. Johnson stated that they have received several applications for the upcoming season and met with the kids over Christmas break to get them thinking about the upcoming season and handed out more applications for the kids to hand out. Johnson stated that Eastern Iowa Surveillance came in to fix the camera at the pool that was hit by lightning a few months ago. Nate took his CEU class for his certified pool operator license in January. Johnson took the full CPO course this year, as every five years everyone is required to take the full course. Johnson has been working on paperwork for the aquatic center getting it updated and ready to go for this season. Johnson stated that contractors were in this past month at the pool this week as the mirrors have started to blacken over the years due to moisture and chemicals. Also at the pool, Carrico Aquatics was in to install the new autofill for the pool water level. The old float was rather primitive as the new sensor is digital that will hook up to the Wi-Fi compatible controller that Johnson can monitor on the phone app. Nate worked on installing new brackets at the pool to secure the fill line as the old brackets have reached their life expectancy. Johnson has updated the hiring paperwork into fillable PDF's for the pool kids to fill out this year and lining up the lifeguarding class for March and another in April. Johnson has also been working on getting pool paperwork up to date and ready for the upcoming season. The new seats arrived for the elevated guard stands at the pool that Nate and Johnson assembled. At the aquatic center, we started pulling gutter covers and cleaning out the channels. We have started pumping down the deep end to keep the standing water in the diving well to keep the dirty water isolated to that small area. Johnson has been working with pool managers Kim and Peggy getting trainings lined up for the upcoming season at the aquatic center. Johnson stated that they had many of the kids come in to complete their paperwork so that the kids can start taking their lifeguarding classes.

Trails Update

- Segment 3
- Trail Counts

Johnson stated that he is continually working on future trail development with the next segments to be installed, future segments, and various grant proposals. Johnson completed and submitted the grant proposal to the Wellmark Foundation for matching funds for trail development for segment 3. Nate trimmed the trees along 4th street SW in preparation for the new trail segment this summer. The trail bridge at the complex had some boards replaced as snowmobiles crosses it late in the season and damaged it. Our big news is that our bill, HF2415 passed the house this past month unanimously. The bill was sent to the senate subcommittee, and then forwarded onto the full committee for passage. Rep. Chad Ingles and Steve Bradley have done a lot of work to get this bill passed so we can acquire a trail easement from Iowa Northern Railroad. Johnson explained to the board that years ago a Ragbrai rider was hurt and sued the county where they were injured. Counties announced that they were no longer going to participate in Ragbrai unless some protections for the counties were enabled. The General Assembly passed 461C.2, which gave counties and cities that protection. This bill will extend these liability protections to railroad companies that are trying to work with communities that are developing trails. Johnson explained that passing this bill would satisfy Iowa Northerns concerns to grant an easement to complete the last part of segment 1 from

2nd St. NW to the viaduct. Johnson stated that this will not only help this project but will help communities across the state developing trails.

This month the park department received a check from the Northeast Iowa Charitable Foundation for \$250,000 for their third annual trail donation. Nate and I have swept all the trails with the brush as sticks and debris accumulate over the winter months. Johnson downloaded the totals for the trails this past month, which total 13,596 for the past seven months. Johnson stated that is great information to have available for grant writing. Johnson showed the board detailed maps that he recently received from the engineer that were a part of the packet for the past council meeting where they held an open meeting for this trail segment. Johnson stated that he attended the Upper Explorerland meeting last week to talk about trail funding.

Parks/Cemetery Update

This last month in the park department: Nate, Chris and I have been working on snow removal on all City properties, trails and cemeteries. Johnson has been ordering CIP items and other supplies in bulk for all the departments so it will be ready to go for the season. We have a full burial for Jamison Schmitz that the employees are preparing as they have run into a lot of frost with the extremely cold weather we had last week.

This past month in the park department: Nate, Chris and Willie had a burial for Wednesday that they prepared this week. Nate and Chris took off the gates to the 20' trailer as the extruded steel was starting to give way. The new steel was ordered from Alpha HD trailers and welded on as we are now waiting for the new barrel hinges to be delivered. Once we have it all welded back together, we touched it up with some black paint and they are ready for the season. Two sets of bleachers were put together this past month as well that will be taken to the sports complex this spring. Nate passed the core test for his applicator license in early March and will be taking two more tests to complete his certification. Nate installed a new door to the office at the shop this week. Nate has been going through snow removal equipment getting it ready for the possibility of snow tonight as I am updating the list of city houses as seven more properties have been acquired.

This past week in the park department Nate has been busy working on his certifications and completing his tractor/backhoe certification. Four goal setter basketball hoops were delivered to the shop that are a CIP item. The new shed for the campground was delivered recently as well. This shed is a CIP item that will house split wood, kayaks/paddleboards and the mower/trimmer for the campground host. Johnson stated that Carolyn Rohrick would be returning to take care of the campground once again this year.

With the warm weather, the north end gravel roads of Woodlawn were barricaded off, as they are very soft to prevent traffic from damaging the roads. Johnson has been talking with the AmeriCorps director about lining up a couple of teams to come to Oelwein to complete some projects this fall. Projects include trimming trees at City Park & trails, painting shelters/picnic tables, and helping with the Branching Out – Trees Forever planting in October. Another project Johnson would like them to complete is completing a tree survey of all the trees in the parks and cemeteries. Johnson talked with Emma Hannigan with the DNR forestry department about using a couple of their GPS units once again as the City did in 2018 when the parks department completed the street tree survey.

This past week in the park department, we started out the week with a couple of inches of snow so we had a few employees come in and clear all sidewalks, trails and cemetery. Nate has been working on his pesticide applicator license this week. Nate and Chris worked on the second trailer this week removing the expanded steel mesh on the gate and replacing it.

This past week in the park department, we took advantage of the warm weather to start cleaning some facilities from the winter months. On Monday, we had a full burial at Woodlawn for the Buehner funeral home and a cremation burial on Tuesday for Jamison Schmitz. Nate swept the sand away around the gas pumps; he started the sweeping the parking lots at the pool and around the fire department. Nate wrapped

up the trailer gate project applying some paint to the new grating. I ordered new safety vests for the employees for the upcoming season. We have advertised in the paper on Facebook, and hand dozens of applications out just talking with individuals for park and cemetery positions with no applications coming in. Nate and I took the bucket truck and dropped at hanging branch at Platt Park that was hanging over the roadway where walkers pass through. Nate and I also dropped two infected small ash trees and one bigger ash tree along the west trail that needed to come down before it became a safety issue. Nate is preparing to take his next pesticide applicator test that he did pass. I have been working on getting pricing on playground mulch for this spring that will be part of the United Way day of caring project. I have been working on the AmeriCorps concept form to be sent out and the community forestry grant proposal as well as a trail grant that recently came up.

Tree Board

The City found out this month that it was awarded the full amount of \$5,000 from the Tree's Forever Branching Out program once again. This grant pays for all the trees that the park department and tree board plant in the street boulevards each fall. Johnson stated that he is applying to the DNR Community Forestry Grant that is a 1 for 1 matching grant for acquiring funding for planting more trees. Johnson stated they could get up to \$5,000 for a tree planting at Woodlawn Cemetery. Johnson stated that all the trees planted there are currently one species, ash. Johnson stated that this would be a spring planting and would like to complete this planting during the United Way Day of Caring the first Friday of May. Johnson stated that the Tree Board was awarded the Tree City designation once again for the 2021 season. Johnson provided the board a list of daily activities, progress on projects and future projects in the department.

Board Member Updates: None

Adjournment: 6:50pm

Next Meeting: April 18th

PARK MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

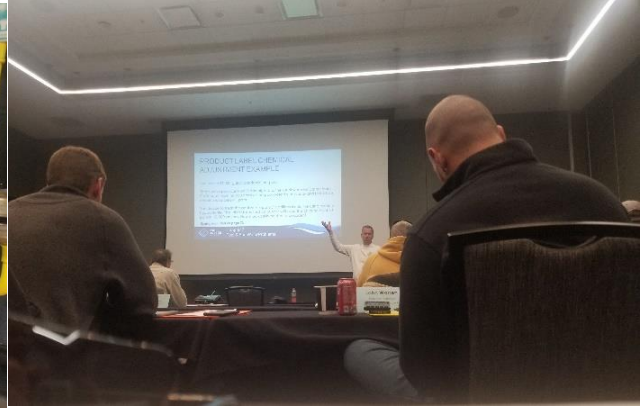
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AQUATICS

CAMERA REPAIR



CPO CLASS



SUPPLIES ORDERED



NEW MIRRORS



PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

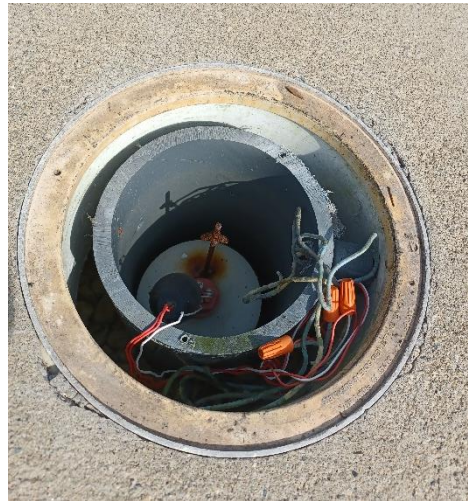
AUTOFILL



FILL LINE SECURED



OLD SYSTEM



POOL MAINTENANCE





PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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TRAILS



TREE TRIMMING



BRIDGE REPAIR



HF2415





PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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A BILL FOR

An Act relating to private land available for public use for recreational purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 461C.2, Code 2022, is amended by adding the following new subsection:

NEW SUBSECTION. 01. "Bicycle" means the same as defined in section 321.1 except the device may have any number of wheels.

Sec. 2. Section 461C.2, subsections 3 and 5, Code 2022, are amended to read as follows:

3. "Land" means private land that is one or any combination of the following: abandoned or inactive surface mines; caves; land used for agricultural purposes; marshlands; timber; grasslands; or the privately owned roads, portions of a railroad right-of-way or crossing incorporated into or used as part of a path or trail used for recreational purposes, paths, trails, waters, water courses, exteriors and interiors of buildings, structures, machinery, or equipment appurtenant thereto. "Land" includes land that is not open to the general public. "Land" also includes private land located in a municipality in connection with and while being used for urban deer control.

5. "Recreational purpose" means the following or any combination thereof: hunting, trapping, horseback riding, fishing, swimming, boating, camping, picnicking, jogging, walking, hiking, pleasure driving, motorcycling, bicycle riding, all-terrain vehicle riding, nature study, water skiing, snowmobiling, other summer and winter sports, educational activities, and viewing or enjoying historical, archaeological, scenic, or scientific sites while going to and from or actually engaged therein. "Recreational purpose" includes the activity of accompanying another person who is engaging in such activities. "Recreational purpose" is not limited to active engagement in such activities, but includes entry onto, use of, passage over, and presence on any part of the land in connection with or during the course of such activities.

EXPLANATION

The inclusion of this explanation does not constitute agreement with the explanation's substance by the members of the general assembly.

This bill relates to private land available for public use for recreational purposes. For purposes of Code chapter 461C, the bill defines "bicycle" to mean a device having at least one saddle or seat for the use of a rider that is propelled by human power or a low-speed electric bicycle, regardless of the number of wheels. The bill amends the definition of "land" to include the portions of a privately owned railroad right-of-way or crossing incorporated into or used as part of a path or trail used for recreational purposes. The bill amends the definition of "recreational purpose" to include jogging, walking, and bicycle riding.

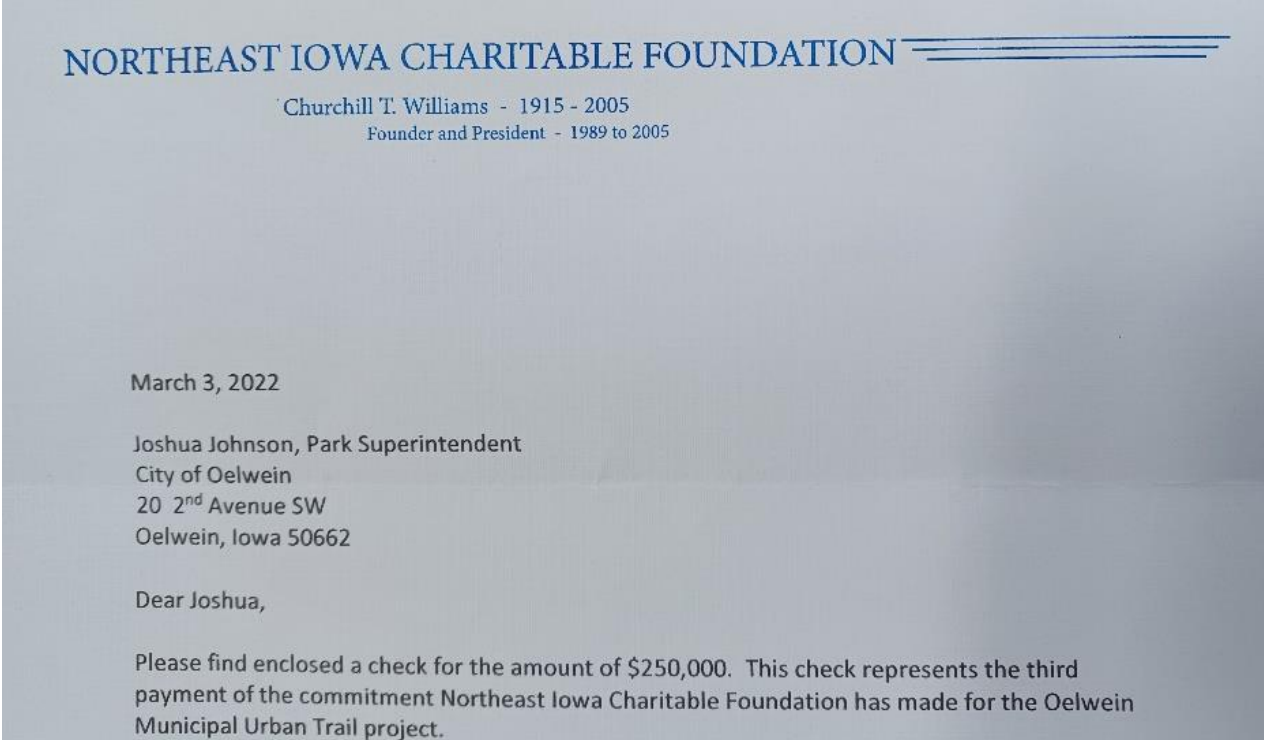
Code chapter 461C generally provides that a holder of land who makes the land available for a public recreational purpose without charge does not owe a duty of care to keep the premises safe for entry or use by others for a recreational purpose or urban deer control, or to give any warning of a dangerous condition, use, structure, or activity on such premises to persons entering for such purposes.



PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation **www.oelwein.fun**

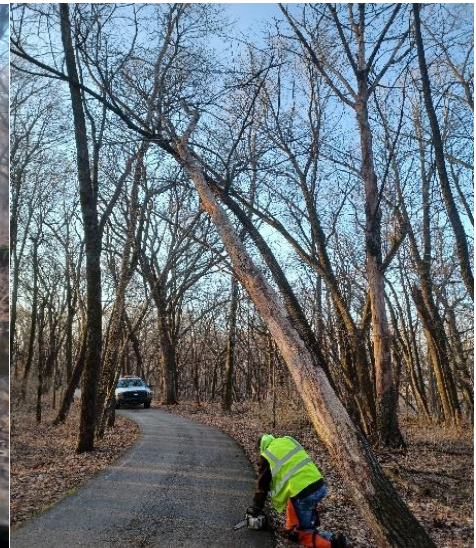
TRAILS DONATION



TRAIL CLEANING



TREES DROPPED



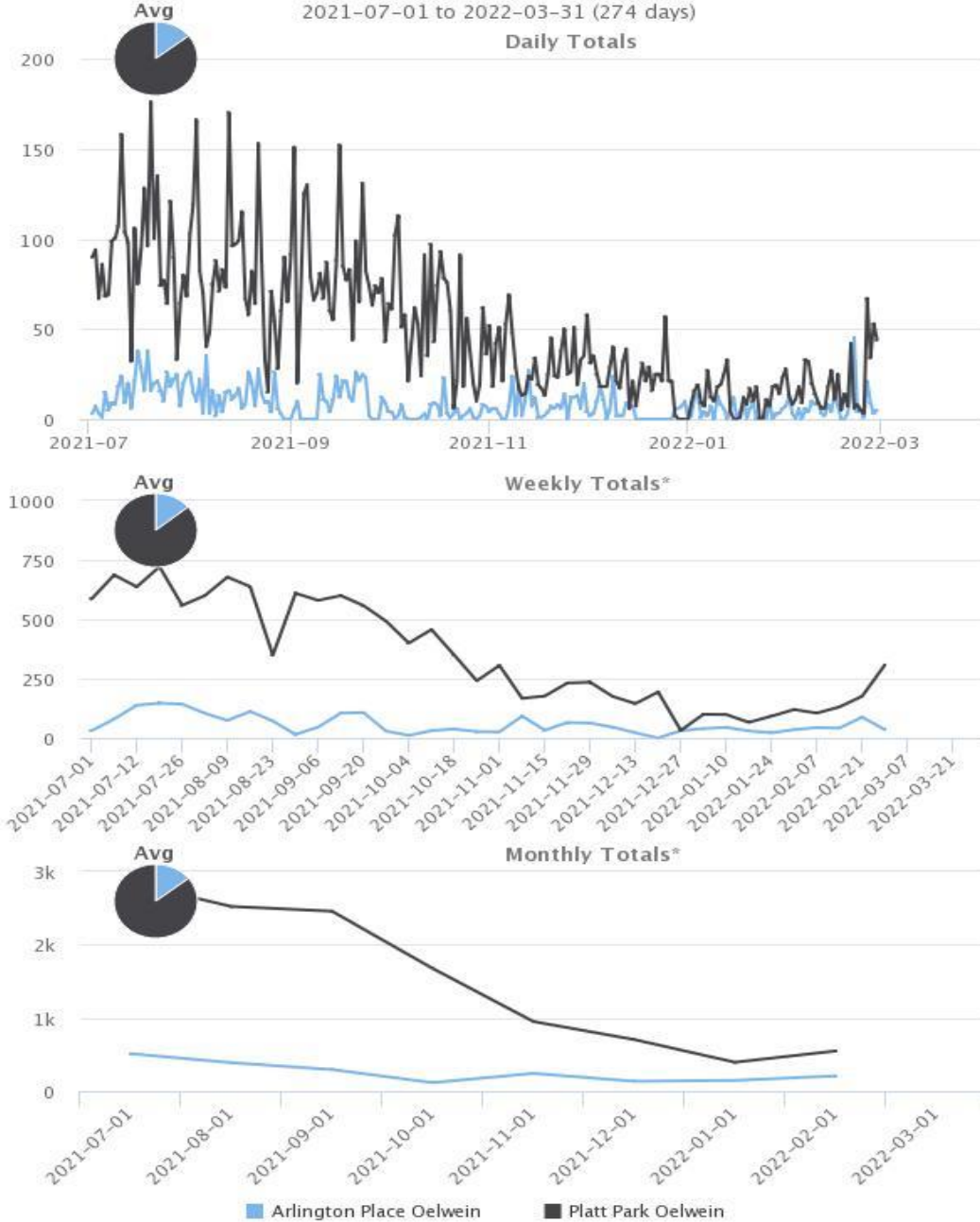


PARKS MONTHLY UPDATE, MARCH 2022
 PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation **www.oelwein.fun**

Daily/Weekly/Monthly totals

2021-07-01 to 2022-03-31 (274 days)



SITE	21/22 TRAIL TOTALS							ADT
	JULY	AUG	SEPT.	OCT	NOV.	DEC.	FEB.	
Arlington Place Oelwein	512	388	294	115	242	134	207	7.54
Platt Park Oelwein	2845	2523	2458	1676	950	704	548	38.21

TOTAL TRAIL USERS 13,596



PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

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SHEET NUMBER
A.01

Sheet Number	Sheet Title
A.01	TITLE
A.02	LEGEND
A.03	EXISTING CONDITIONS & REMOVALS
A.04	SITE MAP
B.01	TYPICAL CROSS SECTIONS & TABULATIONS
C.01	ESTIMATED QUANTITIES, GENERAL NOTES, & SUPPLEMENTAL SPECS
C.02	SUPPLEMENTAL SPECIFICATIONS
D.01	TRAIL PLAN & PROFILE
D.02	TRAIL PLAN & PROFILE
D.03	TRAIL PLAN & PROFILE
D.04	TRAIL PLAN & PROFILE
U.01	DETAILS
U.02	DETAILS
U.03	DETAILS
U.04	DETAILS
U.05	DETAILS
X.01	TRAIL CROSS SECTIONS
X.02	TRAIL CROSS SECTIONS
X.03	TRAIL CROSS SECTIONS
X.04	TRAIL CROSS SECTIONS
X.05	TRAIL CROSS SECTIONS
X.06	TRAIL CROSS SECTIONS
X.07	TRAIL CROSS SECTIONS
X.08	TRAIL CROSS SECTIONS
X.09	TRAIL CROSS SECTIONS
X.10	TRAIL CROSS SECTIONS
X.11	TRAIL CROSS SECTIONS
X.12	TRAIL CROSS SECTIONS
X.13	TRAIL CROSS SECTIONS

SEGMENT 3 TRAIL IMPROVEMENTS

FOR CITY OF OELWEIN OELWEIN, IOWA

21-931
FAYETTE COUNTY
02/21/22



OWNER/DEV	CITY OF OELWEIN
ADDRESS	20 2ND AVE. SW
	OELWEIN, IOWA 50662
P#	319-283-5440
F#	319-283-4032

CITY ADMINISTRATION	
MAYOR.....	BRETT DEVORE
COUNCIL MEMBERS.....	DAVID GARRIGUS
	DAVE LENZ
	LYNDA PAYNE
	KAREN SEEDERS
	TOM STEWART
	MATT WEBER
CITY ADMINISTRATOR.....	DYLAN MULFINGER
CITY CLERK.....	BARBARA RIGDON

UTILITIES		
UTILITY TYPE		COMMON NAME
WATER & SEWER		OELWEIN, CITY OF
ELECTRIC		ALLIANT
TELEPHONE		CENTURY LINK
GAS		ALLIANT
CABLE		MEDACOM

(CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS TO BE MADE.)



ILLINOIS IOWA WISCONSIN

WEST UNION, IOWA
128 S VINE STREET
WEST UNION, IA 52175
P# (563) 422-5131

FINAL



THE 2022 VERSION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2022), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.

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.

[Signature] 2/21/22
Date

Jon S. Biederman, P.E.
License Number 13868
My license renewal date is December 31, 2022.
Pages or sheets covered by this seal: 1



ORIGINAL SET FOR PROJECT: 21-931		DATE CREATED: 02/21/22
REV. NO.	REVISIONS DESCRIPTION	DATE

W:\2021\21-931 Details Trail Plan 21-931 PLANS.dwg, A.01
PLOT DATE: 2/19/22 © 2022 FEHR GRAHAM

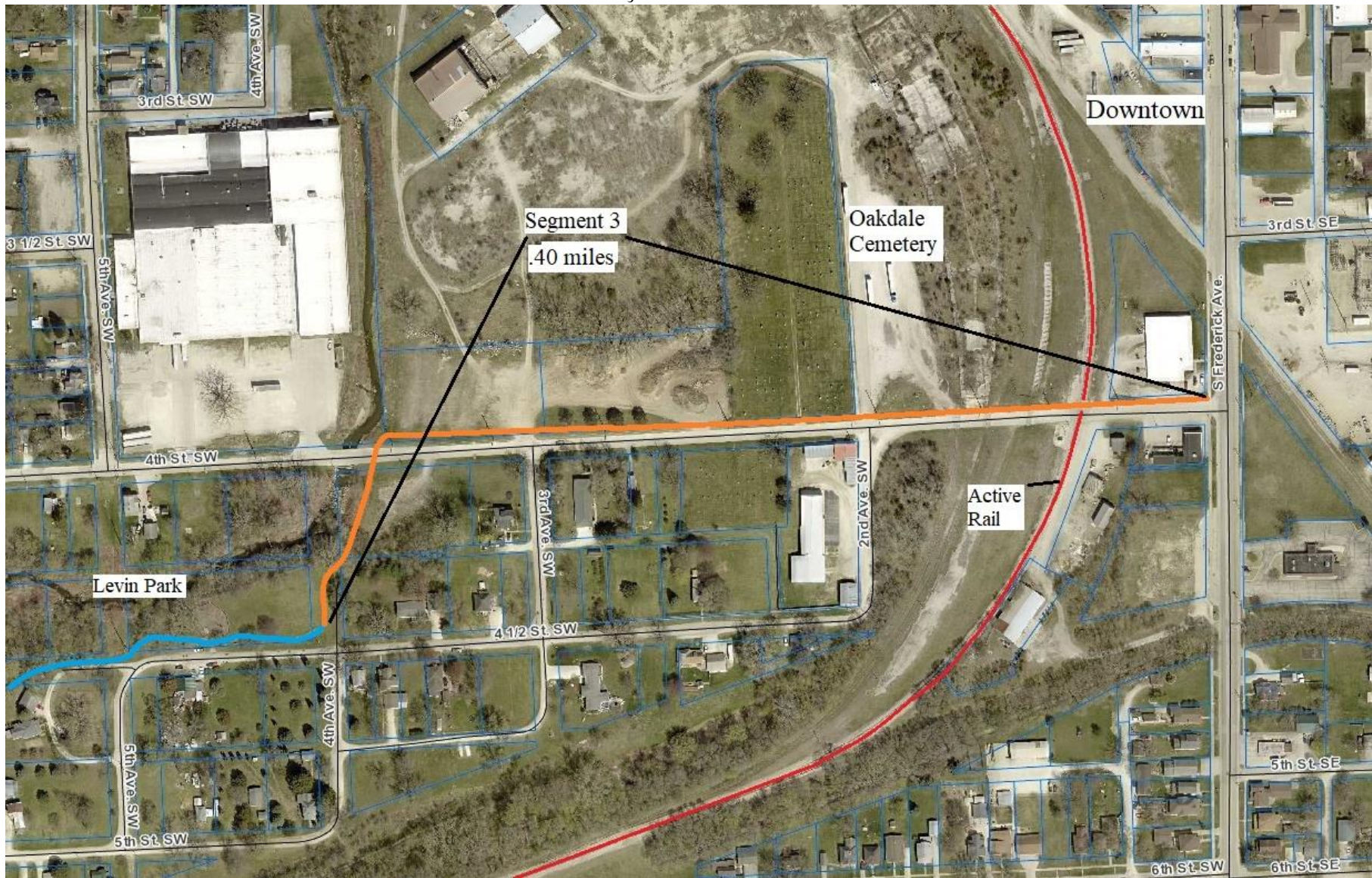


PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun

PROJECT LOCATION



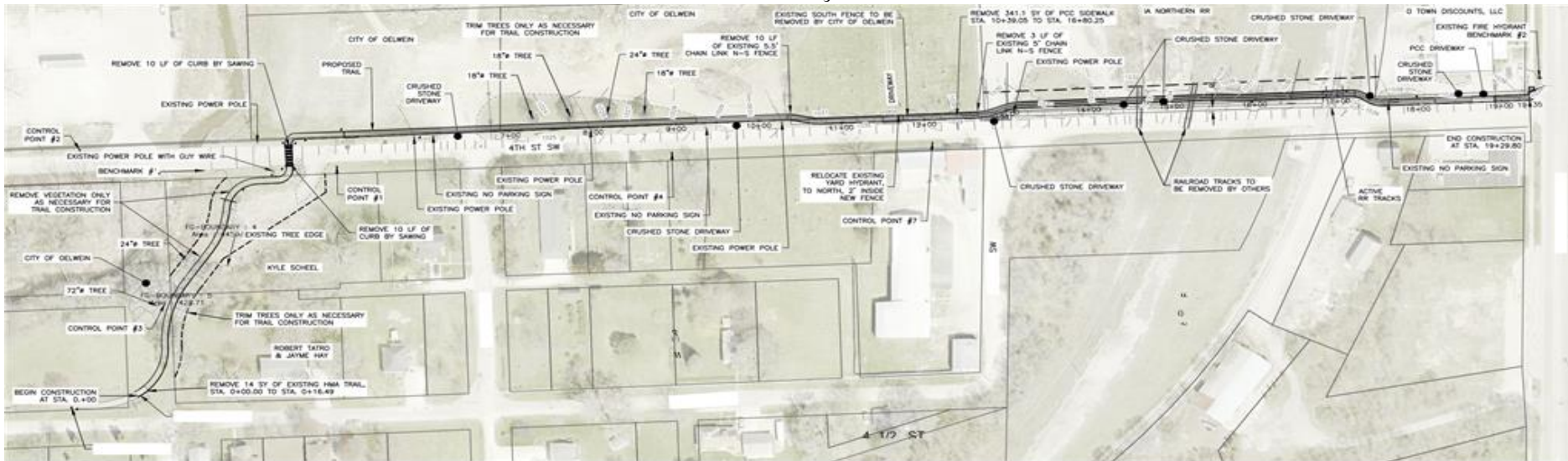


PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

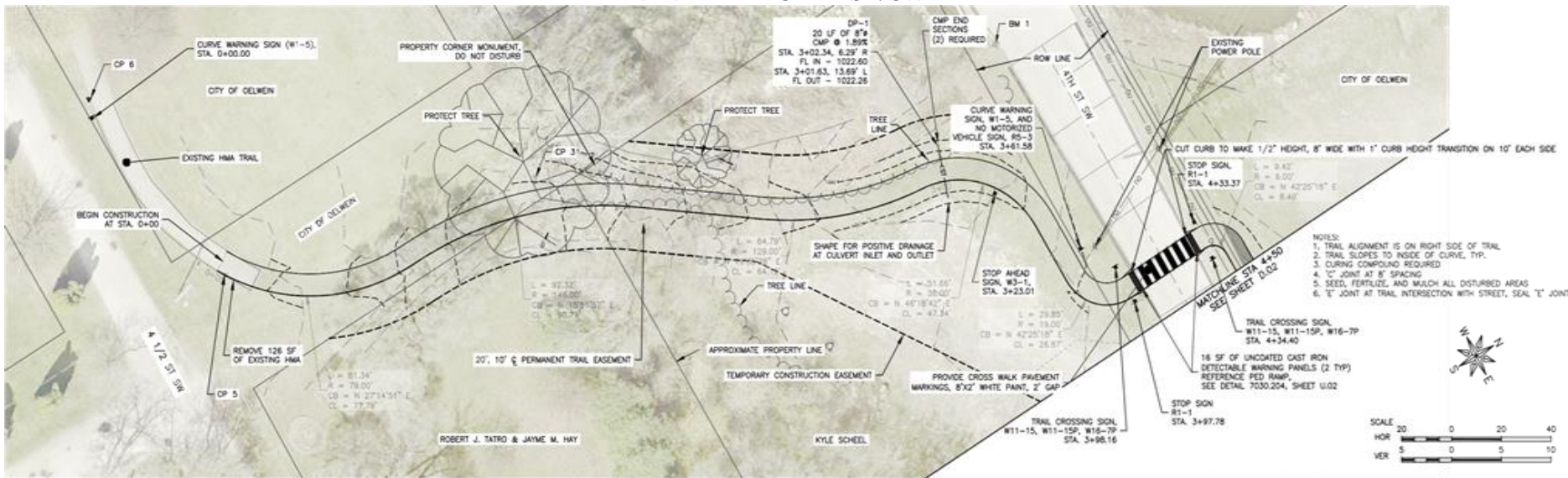
Park and Recreation

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OVERALL PROJECT



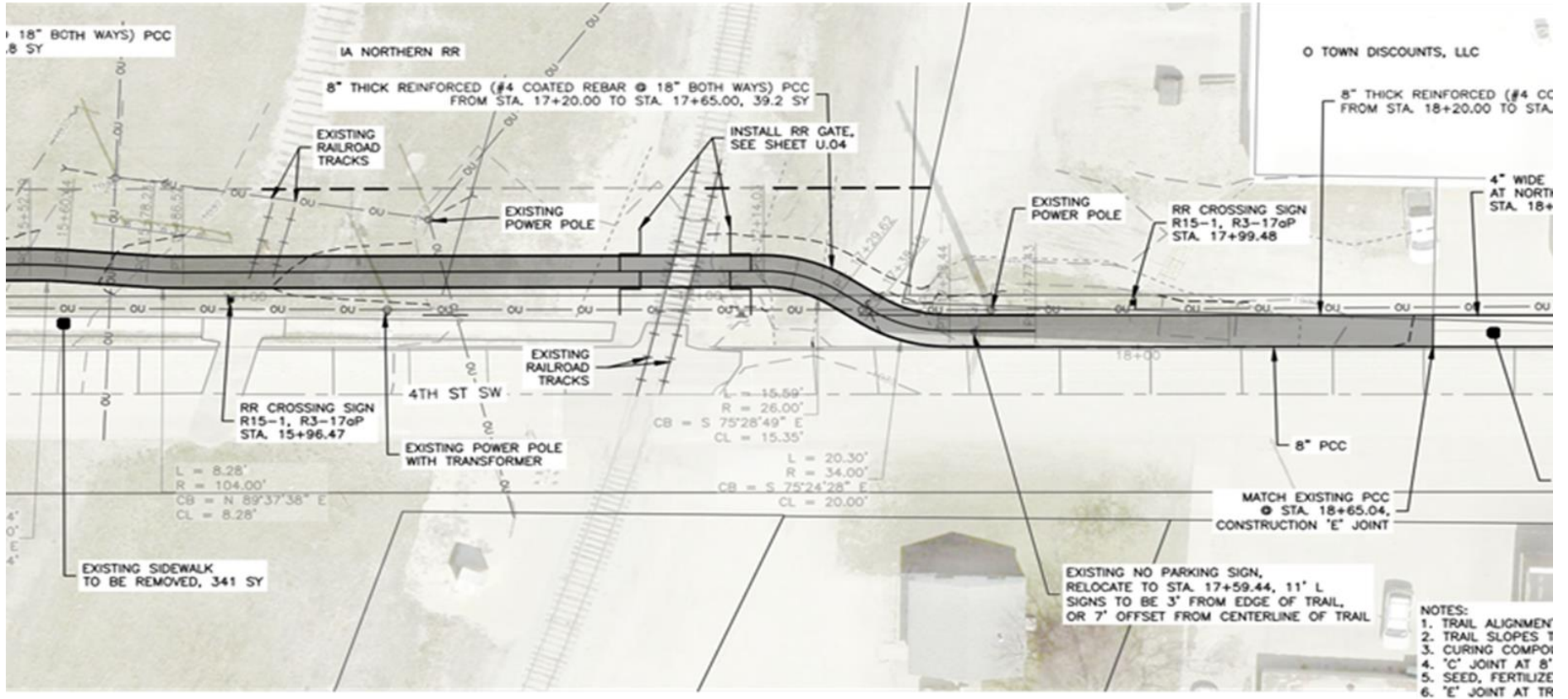
LEVIN PARK TO 4TH ST. SW



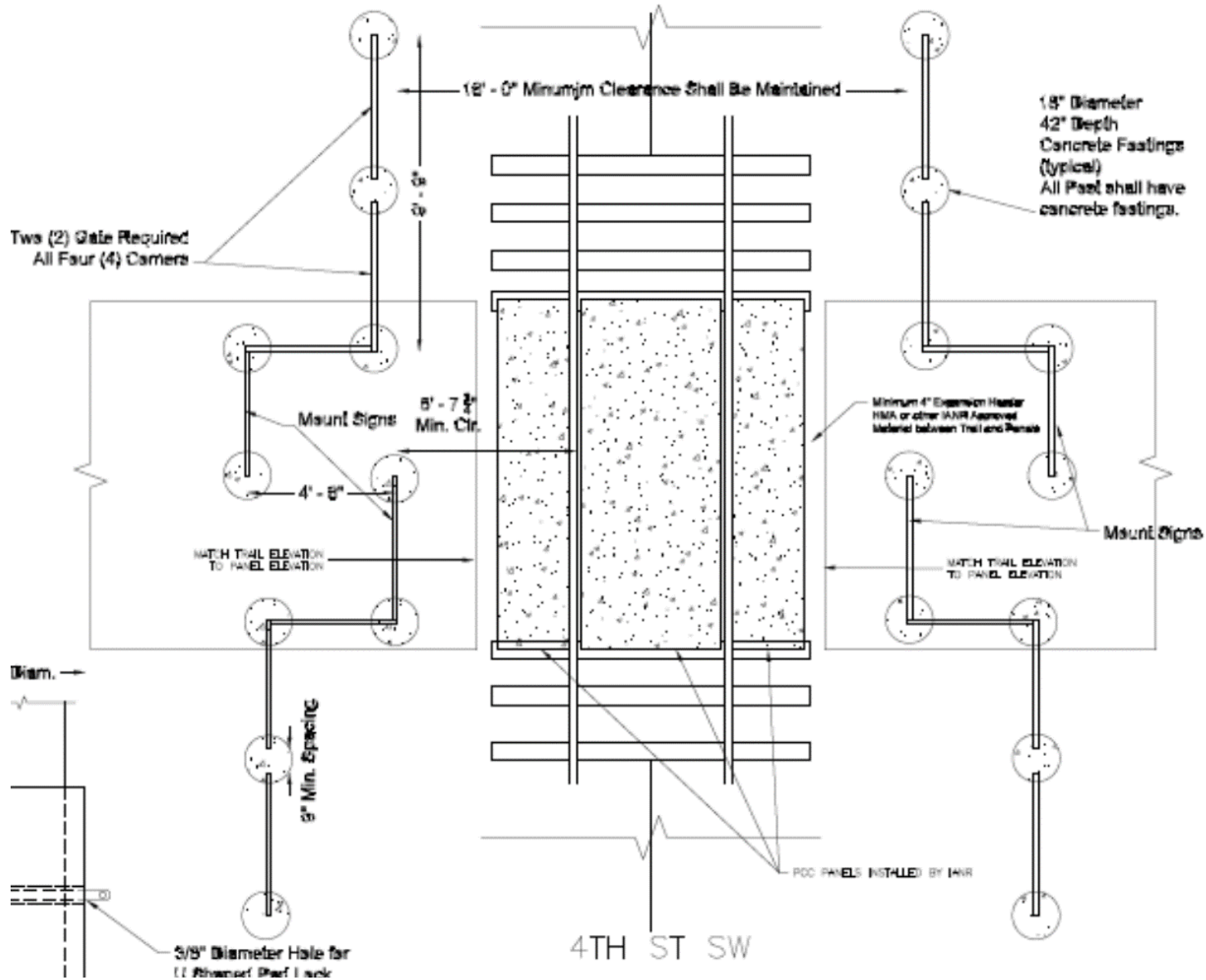
PARK / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

CROSSING IOWA NORTHERN RAIL LINE



RAILROAD CROSSING PER IOWA NORTHERN





PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

PARK AND CEMETERY

SNOW REMOVAL



ORDERING SUPPLIES



BURIAL PREP



BURIAL PREP



CERTIFICATIONS



**IOWA DEPARTMENT OF
AGRICULTURE &
LAND STEWARDSHIP**

PARKS MONTHLY UPDATE, FEBRUARY 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

TRAILER REPAIR



BLEACHERS

SHOP DOOR REPLACED



BASKETBALL HOOPS



CAMPGROUND SHED





PARKS MONTHLY UPDATE, FEBRUARY 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation www.oelwein.fun

CEMETERY ROADS

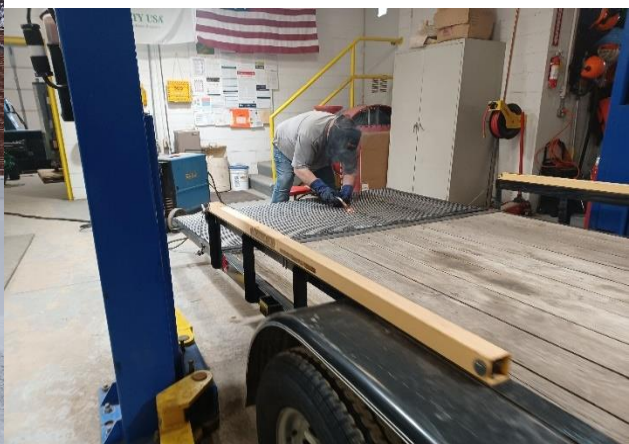


AmeriCorps

SNOW REMOVAL



TRAILER REPAIRS





PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

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GRAVE PREP



CLEANING



NEW PPE



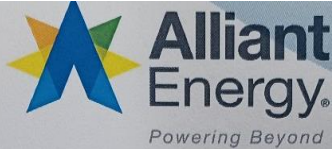
TRAILER FINISHED



LIMB DROPPED



GRANT RECEIVED



(319) 373-0650 • (800) 369-1269
www.treesforever.org
80 W 8th Avenue • Marion, IA 52302

Joshua Johnson
Park and Recreation Superintendent, City of Oelwein
20 2nd Ave SW
Oelwein, IA 50662

February 18, 2022

Dear Joshua,

Congratulations! You've been selected for an Alliant Energy *Branching Out* grant!

Alliant Energy is pleased to award Oelwein with a grant of \$5,000. Your project is one of 28 *Branching Out* projects statewide. We're so excited to partner with you!



PARKS MONTHLY UPDATE, MARCH 2022
PARKS / CEMETERY / AQUATICS / CAMPGROUND / TRAILS

Park and Recreation

www.oelwein.fun



Daily Activities

www.oelwein.fun

- ❖ Sanitizing shop and equipment
- ❖ Pick up garbage downtown
- ❖ Checking/maintaining parks, cemeteries
- ❖ Maintenance on equipment
- ❖ Order supplies for all departments
- ❖ Safety meetings
- ❖ Meet with contractors
- ❖ Retrieve & upload trail count data
- ❖ Snow Removal

Progress on Projects

www.oelwein.fun

- ❖ Website work ongoing
- ❖ Trail easements/grants
- ❖ Work on Park and Rec master plan
- ❖ Pool shelter finished
- ❖ Equipment maintenance completed
- ❖ CEU classes completed
- ❖ Grant writing
- ❖ Motor/Pump replacement at pool started
- ❖ Order CIP Items
- ❖ Ad in paper for seasonal positions
- ❖ Pool hiring paperwork sent out
- ❖ LGI class lined up
- ❖ Pool forms started
- ❖ Received Branching Out grant for \$5,000

Next Month and Future Projects

www.oelwein.fun

- ❖ Diamond 3 in-field fencing
- ❖ Website work
- ❖ Remove old well houses at City Park
- ❖ Drinking fountain install Platt Park
- ❖ Arching sign for entrance at Woodlawn
- ❖ Replace decking on old bridge
- ❖ Grant writing
- ❖ Install basketball anchors
- ❖ Install new slide sign at pool
- ❖ Move fence line at pool
- ❖ Trail development
- ❖ Disc golf signage, backfilling
- ❖ Paint bathroom doors
- ❖ Redgate parking area
- ❖ Ash tree removal
- ❖ Sealcoating roads in Spring
- ❖ Concessions window
- ❖ Install counter at Redgate shelter
- ❖ Install solar umbrella at pool from ITC
- ❖ Pool filter project
- ❖ Prairie planting
- ❖ Memorial Bench install
- ❖ Winter graves
- ❖ Foundations
- ❖ Prep pool for season

JOSHUA JOHNSON MA
OELWEIN PARK SUPERINTENDENT





Application for Appointment to Boards and Commissions

20 Second Avenue SW, Oelwein, Iowa 50662 319 283 5440

Name TERRY L. HULL

Address 107 9th Ave SE Oelwein IA 50662

Phone 319-238-2925 E-Mail TLHULL@AOL.COM

Occupation RETIRED

How long have you been a resident of Oelwein? 7 years

Please check the following boards or commissions to which you would like to be appointed:

- Airport Board
- Electrical Board
- Library Board
- Park & Recreation Commission
- Plumbing Board
- Zoning Board of Adjustment
- Civil Service Commission
- International Code Council Board of Appeals
- Mechanical Board
- Planning and Zoning Commission
- Tree Board

Describe past experience which would benefit the board or commission applied for:

30 years FEDERAL GOVERNMENT SERVICE.
PRESIDENT of 2 DIFFERENT HOA BOARDS IN COLORADO, 7 years
EXPERIENCE. BUILT HOME'S IN COLORADO VERY FAMILIAR WITH
RULES & REGULATIONS & ENFORCEMENT. SCHEDULE DEPUTY IN
COUNTY JAIL.

Describe the qualities and attributes you possess that would be of benefit to the board or commission applied for:

INTEGRITY, COMPASSION, DEDICATION, I seek EDUCATION,
UNDERSTANDING of ISSUES

Describe your desire to serve on this board of commission:

I have served all my life, military, federal government, county government, city government, I am here to serve community

Describe similar volunteer experiences:

President of 2 HOA boards for townhomes & town subdivisions in Colorado. I believe in rules, regulations & enforcement. Emergency Management for county in Colorado. Team training for facilities in federal government.

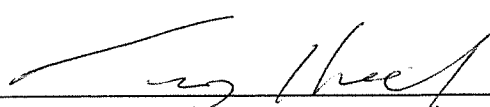
Describe any goals and/or objectives you envision for the board/commission:

Fair, equitable, review of plans & zoning requests.

Any additional information or comments you wish to offer:

8 years in USAF, 22 years as Air Traffic Controller in Denver, retired sheriff deputy in Colorado, Heavy Equipment operator for city, I stand up to offer my expertise to the residents of this city.

Hours of Availability: Any.

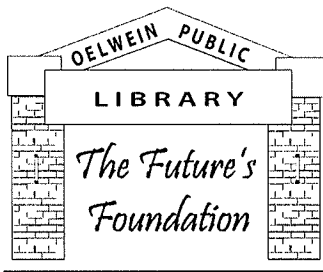

Applicant Signature (electronic accepted)

3/4/2022
Date

City Hall

Reviewed by:

- Mayor
- City Administrator
- Board or Commission Chair
- Department Head



Oelwein Public Library
201 East Charles Street ~ Oelwein, Iowa 50662-1939
319.283.1515 (v) ~ 319.283.6646 (f)

March 10, 2022

To the Honorable Mayor, City Council, and City Administrator:

The terms for Library Trustees, Blake Kerns and Catherine Gilson, expire on June 30, 2022. Blake Kerns would like to renew his term, where as Catherine Gilson will not be renewing her term. Catherine has served as a Library Trustee since 2008. The Library Board of Trustees will miss her dedication and service to the Oelwein Public Library.

The Library Board of Trustees recommend Blake Kerns and Cortney VanDenHul for the Mayor and City Council to consider appointing to the Oelwein Public Library Board of Trustees. The term is for six (6) years.

Sincerely,


Anita Mars

President, Library Board of Trustees



To: Mayor and City Council

From: Dylan Mulfinger

Subject: Administrator's Council Agenda Memo

Date: 3/28/2022

Consent Agenda

1. Consideration of a Motion to approve the March 14, 2022 minutes.
2. Claims Resolution in the amount of \$453,702.66.
3. Consideration of a Motion to renew the Class C Beer Permit for Kwik Trip.
4. Consideration of a Motion to renew the Class C Liquor License for Leo's Italian Restaurant.

Ordinances

5. Consideration of an Ordinance Amending Chapter 22 Vehicles and Traffic Article IX Snowmobiles and All-Terrain Vehicles. - First Reading
 1. This item should have gone through the normal city process because the City Administrator was guessing on what the City Council wanted in the ordinance. A current ordinance was amended to include a code that was provided by the City Attorney. The City Administrator has placed in the ordinance that it would not start until July 1 to give time to the Police Department to establish guidelines and procedures. The City Administrator does not feel that UTVs are a good idea in Oelwein and the issues that will occur from them will not benefit the community. The City Administrator does understand council is in favor of this item and feels this ordinance should meet their request.

Resolutions

6. Consideration of a Resolution Awarding Downtown Properties Forgivable Loans for Building Improvements Provided by Tax Increment Financing.
 1. The city uses funds from the downtown TIF District to pay for forgivable loans to business that want to make improvements. The applications are received by the city then scored and discussed by the OCAD Housing Committee. This committee has downtown building owners, business owners, and community members. This year the committee had three recommendations. The City Administrator recommends approving the resolution.
7. Consideration of a Resolution authorizing and approving a certain Loan Agreement, providing for the issuance of \$4,120,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2022 and providing for the levy of taxes to pay the same.



1. This resolution solidifies the city and their new loan. The city will pay this loan back through debt service and franchise fees. The City Administrator recommends approving the resolution.

Motions

8. Consideration of a Motion to approve Oelwein Municipal Airport Rehabilitate Runway, Taxiway and Apron 2022 Bid Specifications Notice to Bidders.
 1. This project will help maintain the runway and taxi way at the airport. This project is funded 90 percent by the federal government and 10 percent local. Council received dollars this year to aid the airport and will help offset the 10 percent match. Council budgeted for this item and funding is available. The City Administrator recommends approving the bid specifications.
9. Consideration of a motion to award Bacon Concrete LLC in the amount of \$177,660 for Segment 3 Trail Improvements.
 1. This project will help extend Levin Park to the downtown. The City has the funds through grants and bond proceeds. The city worked well with Bacon Concrete on the last trail project. The City Administrator recommends approving the low bid from Bacon Concrete.
10. Consideration of a Motion allowing Oelwein Celebration Renewed, Inc. to utilize the soccer fields on July 30, 2022 for the circus.
 1. The circus is a fundraiser for the Oelwein Celebration Inc. They come into town perform, then leave the next day. They take care of the property and clean up after themselves. The city will have to provide water and a small dumpster. The Oelwein Celebration will work with the Circus and coordinate their arrival and departure. This should be a good event for the community. The City Administrator recommends approving the motion.
11. Consideration of a Motion reviewing the recommendation from Planning, Finance, Enterprise, and Economic Development Committee on the Hotel/Motel Application for Oelwein Celebration.
12. Consideration of a Motion to approve Pony Express to collect funds at the intersection of Frederick and Charles on April 15, 2022 with the help of Boy Scout Troop 37.
 1. This is an annual event and the city has not had any problems with the Pony Express. The City Administrator recommends approving the motion.