

# Landworx Construction Contractors, LLC

1161 Lynn Ray Rd  
Petal, MS 39465  
(629) 333-8211  
sales@ibridgeco.com



## Estimate

### ADDRESS

Kenneth Byler  
2767 50th Ave  
Baldwin, IA 52207

### SHIP TO

Kenneth Byler  
2767 50th Ave  
Baldwin, IA 52207

### ESTIMATE

20240376

### DATE

05/06/2024

QTY	ACTIVITY	DESCRIPTION
1	Railcar 80'-90' Railcar	Railcar 80'-90' railcar flat car steel deck Weight 48,000 Lbs (1) 90' X 9' Metal Flush Deck
300	Freight Oversized	Freight Oversized Includes Permits and Escorts.
1	Customer Unload Terms and Conditions	<p>Buyer hereby confirms and certifies that:</p> <p>Permission from Buyer for Seller to Enter Property: Buyer Gives Legal Permission for Seller and Seller's Driver to Enter property to make delivery. Buyer Agrees that Seller nor the Seller's Driver is not responsible for any damages to property when our specialized equipment enters the Buyers Job Site upon instruction of the owner, contractor or representative of Buyer. This Includes but not limited to State or County Roads, Gates, Concrete, Grass, Utilities, repairs to Utilities, Driveways, Fence, Trees, County/ State Property and equipemrt on Buyers Property.</p> <p>Site Conditions: Buyer certifies that the site condition is suitable for Seller's Specialized Equipment with Gross Weight up to 120,000 lbs. and a overall length up to 135 foot. If Sellers's Equipment becomes Immobile Buyers Agrees to cover all cost and cost of damages occurred associated with getting Sellers Equipment back on to public road that is detailed on state permit.</p> <p>Buyer's Equipment: Buyer certifies that he or she has equipment capable of lifting railcar off of Seller's Trailer. Railcars can weight up to 54,000 lbs. Buyer agrees railcar can not be dragged off Seller's Trailer and agrees to cover cost to any damage done to Seller's trailer while on Buyer's property.</p> <p>Free Time: Seller shall allow 1 Hour or Sixty Minutes of free time for unloading for Per Power Unit and Driver. Such time shall commence from the time the trailer Driver and Power Unit arrived on site. Saturdays, Sundays or holidays shall not be included in the calculation of free time.</p> <p>Detention – Vehicles with Power Unit: A. This item and/or section applies on shipments when the sellers vehicles with driver and power units are delayed or detained beyond the free time provided for herein at time of delivery when such delay is not the fault of carrier. B. Charges for detention will be charged to the Buyer in the case of unloading. C. When computing time, the beginning time shall be the time of driver's arrival and at the Buyers Site or when the Seller's Driver notified the Buyer that he or she arrived at the designated meeting location. D. When computing detention charges, all time shall be included including Non-working time such as</p>

lunch breaks, coffee breaks and rest breaks. Buyer Agrees Detention Charges up to 24 hours of Detention Time can be charged in a day by the Seller with no maximum on the number of hours or days charged.

E. When delay occurs beyond free time, the charge for detention shall be \$250.00 (Two Hundred and Fifty Dollars) per hour or fraction thereof.

F. Seller shall give Buyer the opportunity of signing the detention records and Buyer is to make any corrections to these records at the time. If Buyer refuses to sign these records, carrier's records will govern.

1 Terms and  
Conditions  
Sections A-F

A. PERMISSION FOR HEAVY EQUIPMENT TO ENTER PROPERTY

Customer grants Landworx Construction Contractors, LLC permission to bring heavy equipment onto Customer's Property. Customer agrees that Landworx Construction Contractors, LLC will not be responsible for any damages to State, County, City or Customer's property once equipment offloads trailer to enter the job site upon instruction of the owner, contractor or representative. Customer understands Equipment used to perform work are oversized heavy track equipment and will damage grass and pavement. Landworx Construction Contractors, LLC will do its best to keep footprints of equipment minimized.

B. ROCK/SOIL CLAUSE

Customer shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions, spring heads, or poor soil bearing capacity; including but not limited to jackhammer, backhoe, auger rental, equipment recovery (plus delivery and operator charges), sonotubes (plus delivery and installation) or dynamiting.

C. FORCE OF MAJEURE

Customer agrees Landworx Construction Contractors, LLC, shall be not liable or responsible to Customer, nor shall be deemed to have defaulted under or breached this Agreement, for any failure of work, failure to completed work or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Landworx Construction Contractors, LLC, reasonable control, including, without limitation: acts of God; flood, fire, hurricane, tornado, flash flood, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; law; action by any governmental authority; national or regional emergency; mechanical or equipment failures resulting in any shutdown of the Landworx Construction Contractors, LLC, operations, excluding closures for routine equipment maintenance; strikes, labor stoppages, slowdowns or other industrial disturbances.

D. DISCLAIMER OF ALL WARRANTIES

Customer grants Landworx Construction Contractors, LLC to install Customer Owned equipment that Customer purchased. All material and equipment shall be as warranted by the manufacturer and will be installed

in a manner consistent with standard practices at this time. Customer understands Landworx Construction Contractors, LLC to offers no warranty to Customer Owned Equipment and agrees for Landworx Construction Contractors, LLC to install Customer owned Equipment "as is", "where is", with all faults. Landworx Construction Contractors, LLC makes no other warranty, express or implied, and specifically disclaims, without limitation, all warranties including the warranties of merchantability and fitness for a particular purpose.

E. CHOICE OF LAW AND FORUM

The laws of the State of Mississippi without regard to its conflict of laws provisions shall govern the terms of this Agreement. The parties' consent to the exclusive jurisdiction of the relevant courts of Mississippi.

F. UTILITY LINE LOCATION

State mandates that, before starting any mechanized digging or excavation work, you must contact State 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any

similar work. State 811 accepts calls Monday thru Friday, excluding holidays, for normal locate requests. Customer Agrees to Call State 811 and have all utilities located at project site. Customer agrees to flag all septic tanks, fill lines, and other buried structures. Customer agrees to be responsible for all expenses and cost to repair utility for non marked utilities hit by Landworx Construction Contractors, LLC.

1 Terms and  
Conditions  
Sections G-L

G. CHANGE ORDERS

Price given is for installing bridge only. Any deviation, alteration or changes from this proposal will be executed only on receipt of written work order or electronic documented communication. Said charges shall in no way affect or make void the agreement. Charges for changes or modification to this agreement will be based on a equipment and labor rate of One hundred and ninety-five (\$195.00) dollars per equipment-hour, ninety-five (\$95.00) per welding truck/rig per hour, and ninety-five (\$95.00) labor rate includes labor, welder, supervision, overhead, and other cost. Material shall be charged at Landworx Construction Contractors, LLC cost plus 10% or purchased by Customer.

H. EXCLUSIONS

1) This agreement does not include concrete, forming, painting, rock removal, plumbing, fabrication, land clearing, road building, tree removal, trenching, core drilling, equipment recovery, tiling or any other cost outside the scope of install unless detailed out in this agreement .

2) If any all waste, debris, and materials demolition will be piled neatly at project site for Customer to dispose of.

3) If Concrete Yardage and Forming is detailed out in this agreement, Concrete Yardage and Forming is only estimated on assumptions of soil conditions. If yardage is gone over and or a concrete pump truck has to be called in Customer agrees to pay all the additional cost associated with additional yards of concrete required, Concrete Forming, and or Pump Truck to complete job,

I. RIP RAP ROCK

If Customer chooses to install Rip Rap Rock for Erosion Control Customer will be responsible for cost of Rip Wrap from local contractor. Landworx Construction Contractors, LLC will provide Labor to install Rip Rap/ Rock at \$190 per hour.

J. AGGREGATE

Customer will be responsible for cost of Aggregate (Fill Dirt) from local contractor for aggregate to build on and off ramps for bridge. Landworx Construction Contractors, LLC will provide only provide labor to build ramps at no charge. Labor included for On and Off ramp is for only for the height of bridge purchased. For example, if bridge purchase is 40'x 8' x 24" Landworx Construction Contractors, LLC will provide labor to build on and off ramp or 24" at no charge Any Additional work or material such as but not limited to grading, Road Building, Land Clearing, and Utility Repair will be Billed hourly per terms and conditions.

K. EQUIPMENT HOURS

Equipment Hours above what was detailed out in this agreement will be billed out hourly per the terms and conditions detailed out above in Section G of Terms and Conditions.

L. PAYMENT

1) Railcars, Shipping and Materials Payment Terms is net cash due before the shipping of Railcar Decks.

2) Installation Payment Terms shall be paid in full the same day as completion of work. Landworx will not leave the project until paid in full. Additional Hours will be charged that is defined in Section G of Terms and Conditions for additional hours waiting on payment.

The Following Methods of Payments are Accepted.

- Cash
- Preferred Method of Payment QuickBooks ACH payment paid thru QuickBooks invoice emailed to customer from Landworx Construction Contractors, LLC
- Federal Wire or ACH Payment to:  
Landworx Construction Contractors, LLC  
1161 Lynn Ray Rd  
Petal, MS 39465

Renasant Bank  
3295 Inner Perimeter Rd,  
Valdosta, GA 31602  
Account Number: 8011104640  
Routing Number: 084201294

Invoice payment terms is detailed out above in terms of this document. Customer Understands and Agrees to a late fee charge of 8% interest billed out per month on all late invoices.

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SUBTOTAL	23,650.00
TAX	0.00
<hr/>	
TOTAL	<b>\$23,650.00</b>

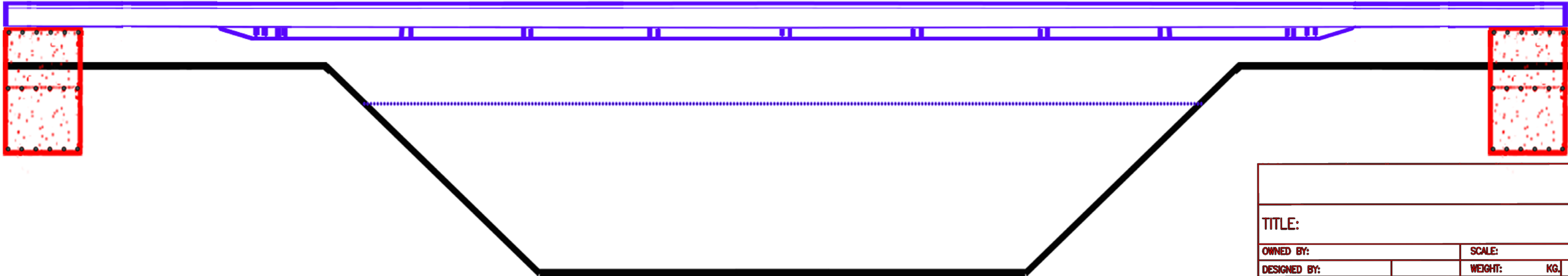
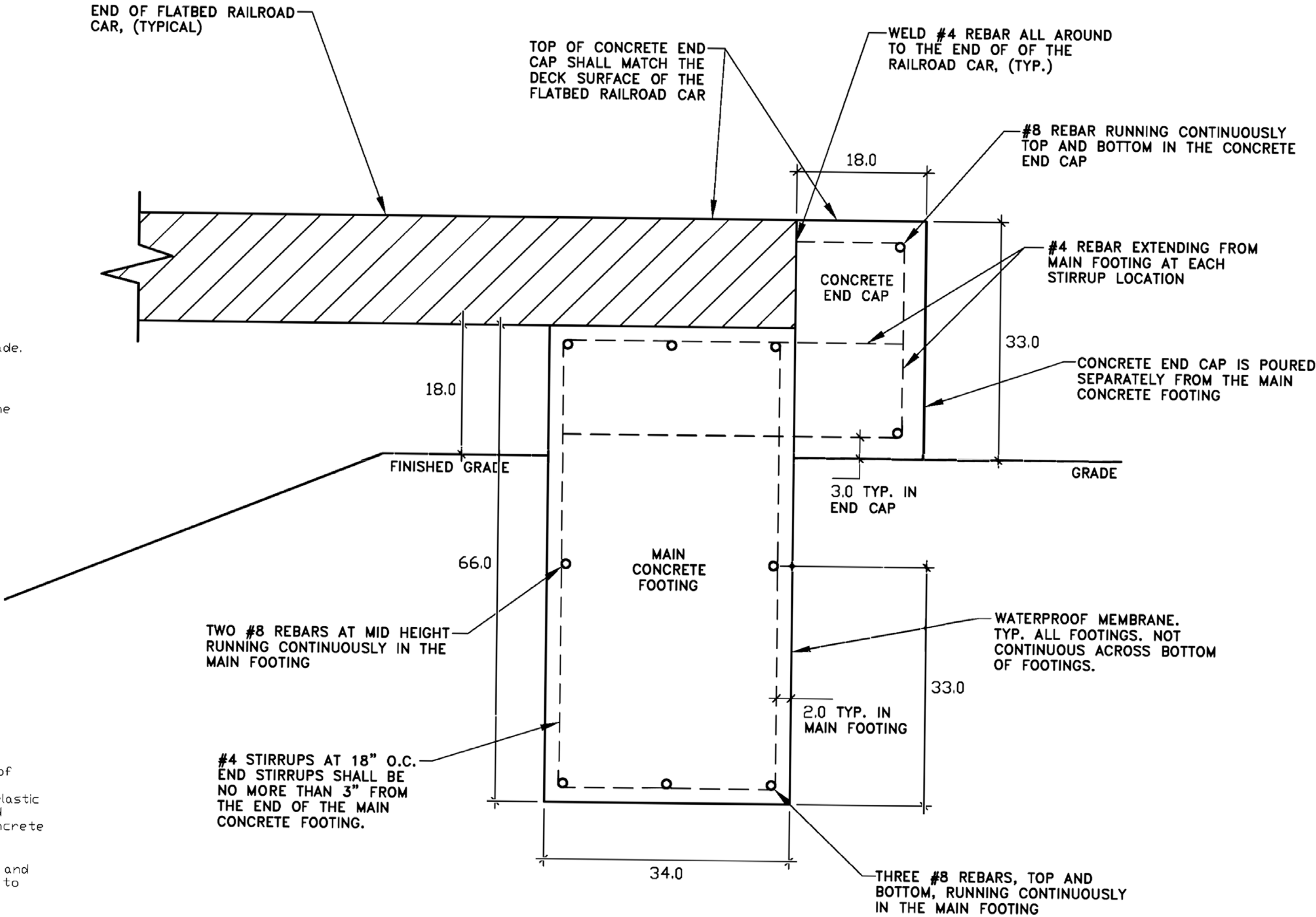
Accepted By

Accepted Date



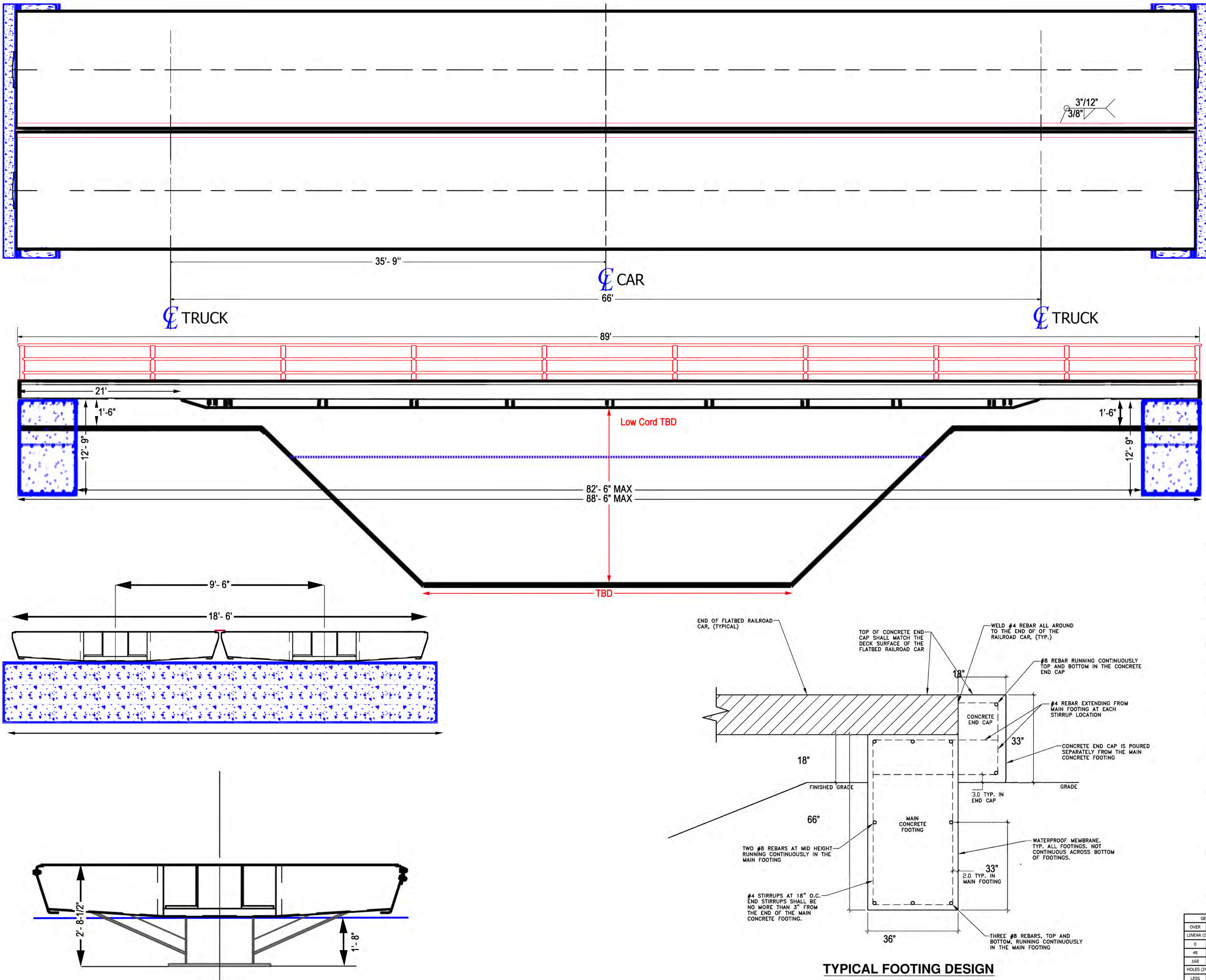
NOTES:

1. Main footing to be 34" wide with depth as shown. Footing is to be reinforced with 3-#8 rebars @ top and 3-#8 rebars @ bottom running continuously. Footing shall also be reinforced with 2-#8 rebars located at mid height in the footing and running continuously.
2. Stirrups to be #4 rebars spaced @ 18" O.C.
3. Main concrete beam will extend a minimum of 48" into undisturbed soil.
3. Sand, or compacted base shall be used for all fill material. Base material shall be compacted to 95% of Standard Proctor density in 6" maximum lifts.
4. A 6 mil plastic waterproof membrane shall be installed over the entire side wall of all excavated areas, but shall not be continuous across the bottoms of the footings.
5. A vibrator will be used during the pour to settle the concrete and alleviate the possibility of voids in the footings and end caps.
6. The upper footing surface will extend a minimum of 84" above inside finished grade.
7. After pouring, concrete should be allowed a minimum of 14 days to cure before any significant load is applied to the foundation.
8. Proper location and orientation of the footings on the building site shall be the responsibility of the property owner, and/or contractor.
9. Do not place concrete when temperature is below 40 degrees Fahrenheit, unless cold weather concrete procedures are followed, as specified in ACE 306-66. Calcium chloride should not be used. Exercise special care to prevent high temperature (in hot weather) in fresh concrete, in accordance with ACI 305-72. Use water reducing set retarding admixtures in such quantities, as especially recommended by manufacturer, to assure that concrete remains workable.
10. Since a Geotechnical investigation was not furnished, the foundation design was based on average soil conditions in the area. Since we did not have the benefit of the laboratory investigation of a Geotechnical engineer, Mangold Engineering Company cannot accept responsibility for the structural performance of any part of the foundation design described herein.
11. All concrete and steel reinforcing shall meet ASTM A615 & ACI 117 (Standard Tolerances for Concrete Construction and Materials), U.N.O. The strength which is based on 28 day compressive stress shall be 3000 psi. Reinforcing shall be ASTM 615, Grade 60 deformed bars. #3 bars may be grade 40. Reinforcing bars shall be lapped 30 bar diameters unless otherwise noted on drawings. Provide corner bars at all corners and "T" intersections equal in size and number, to beam or slab reinforcing respectively. All anchor bolts, shall not be wet set. Use template to set and secure all in concrete bolts and structural extensions.
12. Convey and place concrete in such a manner that there will be no separation of ingredients in accordance with ACI 304-73 and as specified below. Maximum height of concrete free fall is 5 feet. Regulate rate of placement so concrete remains elastic and flows into position. Thoroughly consolidate concrete with reinforcement, and embedded items, and insure that concrete flows completely into corners. All concrete dimensions are to be as specified in the drawings.
13. It shall be the responsibility of the General Contractor, Concrete Contractor, and Owner to verify that these plans match the plans for the railroad car bridge to their satisfaction, prior to construction of any part of the foundation.

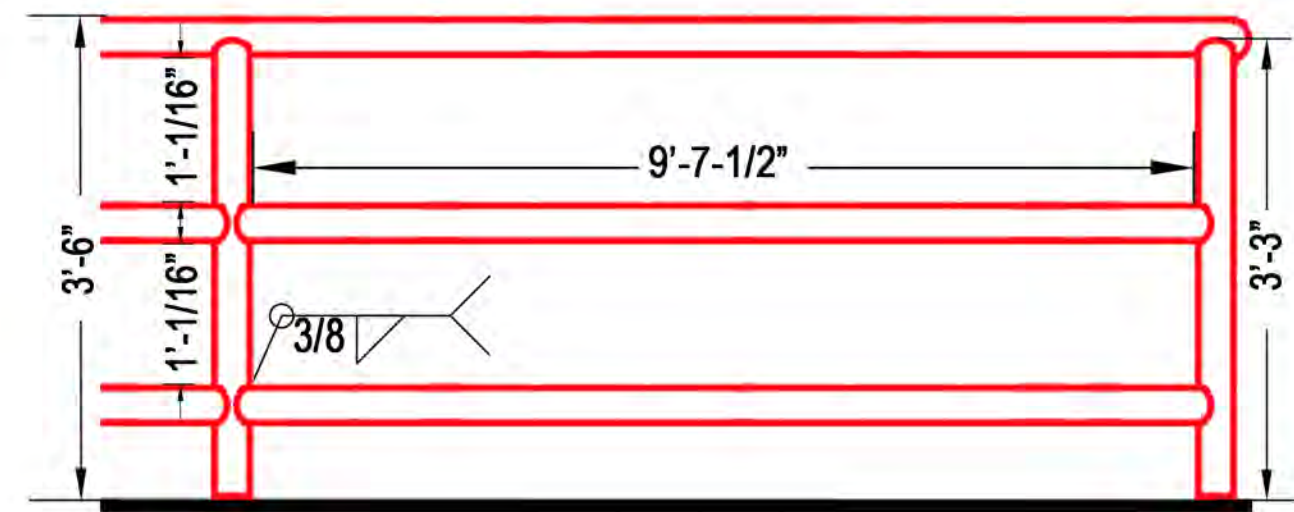


TITLE:						
OWNED BY:		SCALE:		SIDE:	A3	
DESIGNED BY:		WEIGHT:	KG.	QTY.:		
CHECKED BY:		DWG No.:				
APPROVED BY:						
SHEET		OF	SHEETS		ISSUE:	



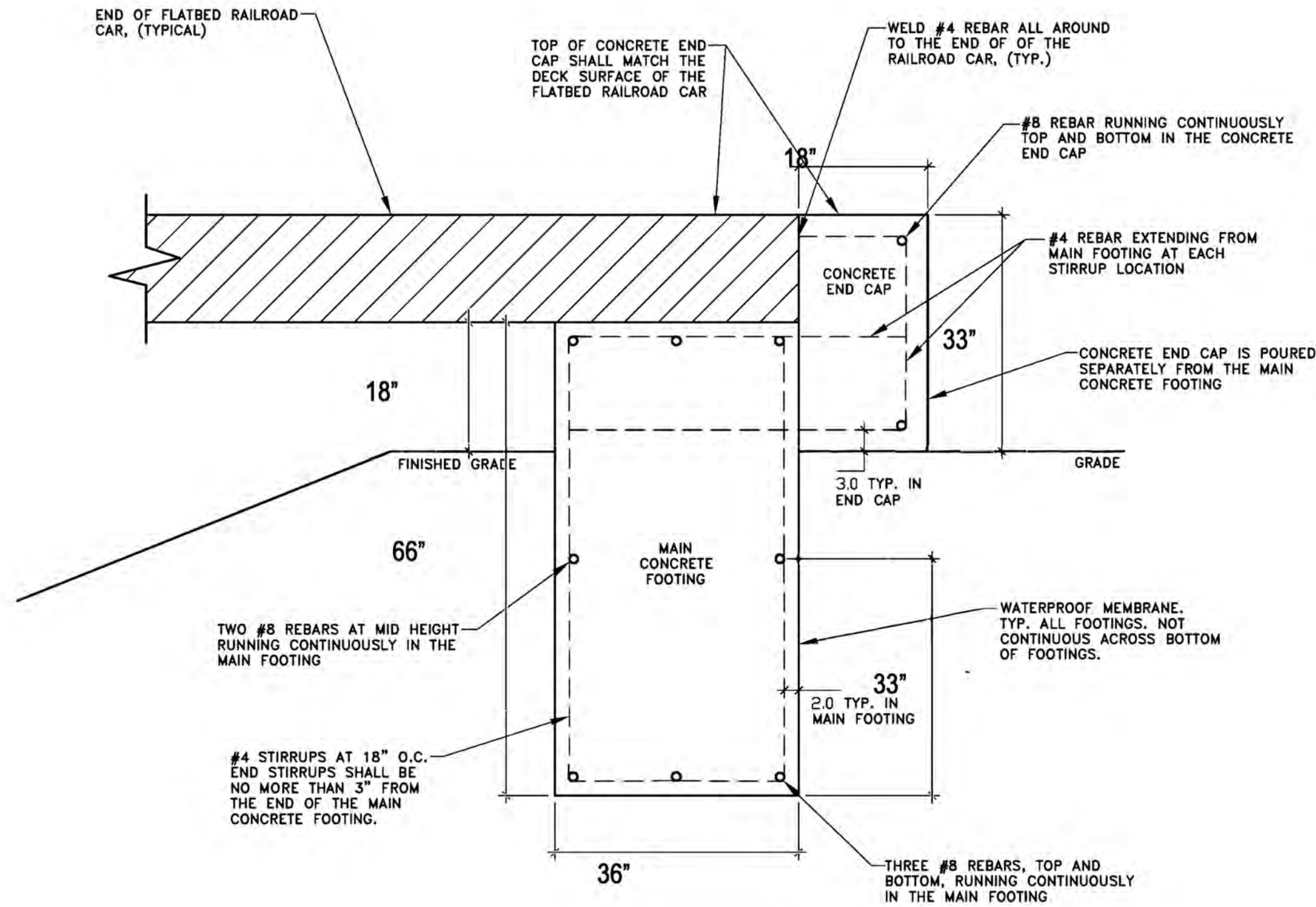


REVISION			
REV	DATE	DESCRIPTION	APPROVED



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TYPICAL FOOTING DESIGN

GENERAL TOLERANCE			DRAWN:							
OVER	TO	TOLERANCE								
LINEAR (INCHES)										
0	48	±.0625 or 1/16								
48	168	±.125 or 1/8	DATE:							
168	UP	±.25 or 1/4								
HOLES (INCHES)										
LESS	Ø3/8	±.008 <th colspan="4" rowspan="4">CHECKED:</th>	CHECKED:							
Ø3/8	Ø3/4	±.012								
Ø3/4	Ø3	±.014								
Ø3	UP	±.018								
ANGLE PRECISION (DEGREES)			DATE:							
	1	±.5								
	1.X	±.25								
SCALE:			NEXT ASSEMBLY NO.		DRAWING NO.		REV		SHEET	





4/30/2024

KENNETH BYLER

Project Description: Bridges, Culverts, Stream Crossings, and Road Embankments: 16' x 90' metal single span bridge on fill, no wing walls, piles or dredging. ; ( Bear Creek )

Project Latitude / Longitude Location(s): Bridges, Culverts, Stream Crossings, and Road Embankments  
42.0562/-90.8451; Jackson County

*Iowa DNR Project ID Number: 2024-0709*

Dear Kenneth Byler:

This letter is in response to your Flood Plain Development Permit application concerning the above referenced project. Based on the information received, the Iowa Department of Natural Resources has determined that the proposed project does not require a state Flood Plain Development Permit. You may download additional copies, or verify the Iowa DNR Flood Plain and Dam Safety Section (Department) official response document(s) for this project at the Iowa DNR Flood Plain PERMT website using the tracking number above. (PERMT Website Address: <https://programs.iowadnr.gov/permt/>)

No land or water, under the jurisdiction of the State of Iowa, is involved in the project area; therefore, a Sovereign Lands Construction Permit pursuant to Chapter 461A of the Iowa Code will not be required for this project.

The applicant is responsible for complying with all other local, state, and federal statutes, ordinances, rules, and permit requirements applicable to the construction, operation, and maintenance of the approved works. Approval through the Corps of Engineers Section 404 Permit Program may be required for this project. The Corps of Engineers will contact you separately regarding their approval. Questions can be directed to the Corps by phone at 309-794-5057 or by email at [iowaregulatory@usace.army.mil](mailto:iowaregulatory@usace.army.mil).

Please contact me by phone at 515-681-2894 or by email at [lya.williams@dnr.iowa.gov](mailto:lya.williams@dnr.iowa.gov) with any questions.

Sincerely,

Lya Williams  
Iowa DNR, Flood Plain Management and Dam Safety Section

CC: